

Community Savings Online Banking Agreement and Electronic Funds Transfer (EFT) Disclosure

Community Savings is pleased to provide you the Online Banking service to meet your banking needs. This agreement contains the terms and conditions under which we will provide Online Banking Services to you. This agreement is in addition to your other agreements with Community Savings, such as your Product and Account disclosure, the fee schedules, and any credit agreements you have with us. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between you and us, this agreement will take precedence.

Federal and Ohio law requires that consumers who make use of a Bank's electronic funds transfer services receive the disclosures contained in this agreement before using the service. Use of Community Savings online services as defined below are governed by the terms and conditions established from time to time by the Bank and outlined in this Disclosure. Please read it carefully and print a copy to keep it with your records.

In this agreement, the terms "financial institution", "bank", "we", "us" and "our" refer to Community Savings. The terms "you" or "your"" refer to the person(s) or authorized signers on the account, authorized user (whether express or implied) or any individual issued a User ID and Password. If you have any questions about these services, please call Community Savings at 740-732-5678 and ask to speak with the Deposit Department or stop by any Community Savings office. **If you have any technical questions about using Community Savings Online, you can reach us for assistance between 8:30am and 4:00pm, Monday through Friday, by calling 740-732-5678.**

Online Banking Equipment

We are not responsible for any errors or failures caused by any malfunction of your device and we are not responsible for any virus or related problems that may be associated with the use of your device. You are also responsible for any telephone or internet charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

Acceptance of This Agreement

Community Savings Online is available over the Internet using your password, User ID and your personal computer or mobile device to perform transactions noted in this disclosure. **By clicking the "I Agree" button below you are agreeing to the terms and conditions of this agreement and disclosure and the electronic delivery of these disclosures.** You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of Community Savings Online. You agree that the use of your Community Savings Online system and your password is your signature authorization for any payments or transfers. Each time you enter your User ID and password, you are authorizing us to process your request.

Business days

For the purpose of this agreement, our business days are Monday through Friday. Holidays are not included.

Accessible Accounts

You may access account and transaction information and conduct electronic banking transfers with an Community Savings Checking account, Money Market account or Statement Savings account type. Bill payment may be conducted with a Community Savings Checking account type. You may designate a Community Savings Certificate of Deposit as "View Only" accounts. You may also access account and transaction information with loan accounts.

Online Banking Services

The Online Banking services gives you access to:

- Account Balance and transaction Information.
- Transfer Funds between your Community Savings accounts
- Interbank Transfers
- Bill Payment to a third party via check or electronic transaction
- Electronic Statement Delivery
- Balance Alerts

Account balance and Transaction Information

The account information you access via Community Savings Online Banking will generally be current as of the Business Day you obtain the information, unless another time is specified. Information is available for your bank account(s) for up to 180 days.

A. You may access your account(s) by the internet at www.mycommunitysavings.com and by using your password and user ID, to get information about:

- the account balance of checking accounts
- the account balance of savings accounts

Transfers between Community Savings Accounts

You have the ability to set up a one time or schedule monthly or weekly transfer up to 365 days. Transfer of funds are permitted between your Community Savings checking and statement savings accounts, and to make Community Savings loan payments using your password, personal or office computer, mobile device and the Community Savings Online Banking system through the Internet;

A. You may access your account(s) by computer via internet access to www.mycommunitysavings.com and using your user ID and password to:

- transfer funds from checking to checking
- transfer funds from checking to statement savings
- transfer funds from statement savings to checking
- transfer funds from statement savings to statement savings
- you may transfer no more than \$5,000.00 or the available balance in your account, whichever is less.
- make payments from checking to loan accounts with us

Transfers made after 8:00 p.m., on a weekend or holiday will be available immediately for your use on the following business day. However, sufficient funds must be available at the time of your request.

If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs.

Statement Savings and Money Market Statement Type Account Limitations

Please note that for any Statement savings, including Money Market statement type account(s), you may make as many in- person withdrawals as you wish, but Federal law limits the number of telephone and/or third (3rd) party electronic fund transfers from your account to no more than six (6) per statement cycle. This limit includes those conducted by 24 Hour Telephone transfers, Community Savings Online Banking, checks, POS transactions, overdraft protection transfers, ACH transactions, online bill payments and online transfers.

Bill Payment

If you have chosen this option, you may make payments from a checking account(s) you have designated for bill payment. Your payments will be made either electronically to the person or business you are paying (the "payee") or by sending the payee a paper check.

The Bill Payment system will show the "Send On" date and "Deliver By" date of the payment on the screen. You should schedule payments in advance to ensure the delivery date is on or before the payment due date. You cannot use the bill paying function for payments to certain entities as described in the Payment Guarantee section below. While most payees can be paid by using the bill payment feature, we reserve the right to refuse to pay certain payees. You agree that payment transactions executed through an automated clearinghouse will be subject to the rules of the National Automated Clearinghouse Association (NACHA).

"Send On" Date Vs. "Deliver By" Date: When scheduling a bill payment, note the difference between the "SEND ON" date and the "DELIVER BY" date. The "SEND ON" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the "DELIVER BY" date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access Community Savings Online Banking to determine the date of the second deduction attempt.

If you schedule a payment with the "SEND ON" date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "SEND ON" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The "DELIVER BY" date is the date that you can expect the payee to receive your payment. The "DELIVER BY" date for your payment should be no later than the due date the payee has indicated for the payment.

Bill Payment Transaction Limits: Community Savings Online Banking Bill Pay has a per transaction limit up to \$5,000.00 or your available account balance, whichever is less.

Cancelling Bill Payments: We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel an outstanding bill payment at any time through Community Savings Online Banking. Bill payments are considered outstanding until the "SEND ON" date.

A "Recurring" transaction may be cancelled or changed up until 12:00 midnight of the night before the "SEND ON" date of the transaction.

Payment Guarantee: If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance

charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating. (NOTE: Please refer to your Electronic Funds Transfer Disclosure for important information on the limitations of reimbursable fees and finance charges.)

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods. (The one exception to this guideline is that mortgage payments may be scheduled so that the payment is sent on or before the due date, excluding grace periods. For example, a mortgage payment due on July 1st, with a 15-day grace period, must have a "Send On" date no later than July 1st.
2. The payment amount did not exceed the \$5,000.00 transaction limit.
3. The payment was not made to an excluded payee:
 - Payments that failed due to insufficient funds or other reasons
 - Payments to payees located in the Armed Forces Postal Codes such as AE & AP
 - Payments to settle securities transactions
 - Payments to pay off special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
4. The payment was not made to a prohibited payee. Payments to the following payees are not permitted through this service:
 - Payments to payees outside of the United States
 - Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - Tax entities
 - Collection agencies
5. If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.
6. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).

Mobile Banking

You have the option of accessing Community Savings Online Banking through a web browser on your mobile device. When using a mobile device you may:

- Review account balances, account details and transaction history
- Schedule one-time bill payments
- Make one-time funds transfers between Community Savings Accounts
- Receive, compose and send secure messages to/from the Bank

You will not be able to access all of the functions/services that are accessible with a personal computer. Examples include, but are not limited:

- Edit or Create Payees
- Schedule recurring bill payments
- Schedule recurring transfers
- View eStatements
- Check ordering
- Update or Change password, email address, challenge questions, User Id
- Create Alerts

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of our control.

You are also responsible for any telephone or internet service fees incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet.

We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

STOPPING PRE-AUTHORIZED PAYMENTS

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES (SUCH AS DEBIT CARD AND COMMUNITY SAVINGS Online) UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

If you told us in advance to make a regular payment to a third party out of your account, you can stop any of these payments. Here's how: call Community Savings at 740-732-5678 to speak with Deposit Operations, 8:30am through 4:00pm, Monday through Friday, or write to us at Community Savings, P.O. Box 320, Caldwell, Ohio, 43724 in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. If you call, we also request receipt of the request in writing within 14 days of initial inquiry. We will charge our standard Checking account stop payment fee in effect at the time the stop payment has been placed. Refer to our separate fee schedule for the amount we will charge you for each stop payment order you place. **The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we fail to do so, we will be liable for your losses or damages.

If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made or how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside a certain limit. You may set these certain amounts or limits at any amount you desire.

Liability for Failure to Make Online Transfers or Payments

If we do not complete a transfer to or from your account or a payment on time or in the correct amount according to your instructions and in accordance with this Agreement and Disclosure, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable in the following situations:

- a. Any other specific exceptions stated in our agreement with you and listed below;
- b. If, through no fault of ours, you do not have enough money in your account to make the transfer or payment;
- c. If the system was not working properly and you knew about the break-down when you started the transfer or payment;
- d. If circumstances beyond our control (such as fire and flood) prevent the transfer or payment, despite reasonable pre- cautions that we have taken;
- e. If the funds are subject to legal process or other encumbrance restricting such transfer or payment;
- f. If the transfer was attempted against a passbook type of account;
- g. If we have a reasonable basis for believing that an unauthorized use of your User ID and/or Password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this Agreement;
- h. The payee does not process a payment correctly or in a timely manner;
 - i. If you negligently or intentionally share your user ID and password, or you do not report immediately any known theft of your user ID and/or password, leading to unauthorized access to accounts;
 - j. If you leave your device unattended in the middle of a banking session and that results in unauthorized access to your account(s);
 - k. If you do not sign-off after completing your banking session before visiting other Internet sites;
 - l. If your input error is the cause of a problem;
- m. If there are postal delays that result in a payee not crediting your payment promptly;
- n. For direct, indirect, incidental, special, consequential, economic or other damages arising out of the use of Community Savings Online Banking, including the Bill Payment service;
- o. For loss, property damage or bodily injury, whether caused by the equipment, software, Bank, Internet browser or Internet access provider;
- p. There may be other exceptions stated in our other agreements with you.

If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Documentation and Verification of Transfers and Payments

- 1. **Confirmation Numbers:** Upon completion of a transfer or bill payment using Community Savings Online Banking, you will be given a confirmation number. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Community Savings Online Banking.
- 2. **Periodic Account Statement:** You will get a monthly account statement from us for your checking, Money Market and statement savings accounts. Any transfers or bill payments conducted on the Internet through the Community Savings Online Banking service will appear on your account statement.

Notification of Unauthorized Transactions or a Lost or Stolen Access Device

Tell us AT ONCE if you believe your User ID and/or your Password has become known by an unauthorized person or someone has transferred money or made payments without your permission, immediately call Community Savings at 740-732-5678 to speak with the Deposit Operations Department, Monday through Friday between the hours of 8:30 A.M. and 4:00 P.M., and Saturday between the hours of 8:30 A.M. and 12:00 P.M. or write to us at Community Savings, P.O. Box 320, Caldwell, Ohio 43724. Note: In order to minimize the risk of loss, we strongly suggest that you call us immediately and then confirm in writing.

Unless you have been grossly negligent or have engaged in fraud, you can lose no more than \$50.00 if you fail to give us notice of your lost or stolen User Id and password is used without your permission

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

In case of errors or questions about your electronic transfers, including Direct Deposit, Community Savings ATM transactions, Community Savings Debit Card transactions, 24 Hour Telephone transactions, Community Savings ONLINE transactions and /or pre-authorized payments, call Community Savings at 740-732-5678 to speak with the Deposit Operations Department, Monday through Friday between the hours of 8:30 A.M. and 4:00 P.M., and Saturday between the hours of 8:30 A.M. and 12:00 P.M. or write to us at Community Savings, Box 320, Caldwell, Ohio 43724 ATTN: Deposit Operations Department, promptly if you think your statement or receipt is wrong or if you need more information about a transfer listed in your statement or receipt. **We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to provide us with the following information:**

Provide us with:

- your name and account number.
- a description of the error or the transfer you think is incorrect and clearly explain why you believe it is an error or why you need more information.
- the dollar amount of the suspected error.

If you notify us orally, we will require you to send us your complaint or question in writing within ten (10) business days following the date that you notified us. We will report to you the results of our investigation within ten (10) calendar days (5 business days for Debit card point of sale transactions) following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within ten (10) calendar days (5 business days for Debit card point of sale transactions) following the date you notified us, we will provisionally credit your account for the amount you think is in error so that you will have the use of the money during the time it takes to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not re- credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation, and we must make these available to you for inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request if your alleged error concerns a transfer to or from a third party (for example, a Social Security payment), our investigation may be limited to a review of our own records if we decide that there was no error, you may want to contact such third party to pursue the matter further.

Overdrawing Your Account

If an overdraft in your account does occur, you will pay the full amount of the overdraft and associated fees to the Bank immediately upon request and the current fee for overdrafts. This paragraph does not apply to Reserve Credit Accounts. See following paragraph.

Fees

Please refer to a separate FEE Schedule for additional information about Community Savings Online and other fees.

Notices

Written notice by you should be sent to Community Savings, Box 320, Caldwell, Ohio 43724 ATTN: Deposit Operations Department. Notices sent by us shall be deemed delivered once mailed by us to your last known address in our records.

Inactivity

If you do not use Community Savings Online (either account access or bill paying) for an extended period, we reserve the right to terminate your access to Community Savings Online and request that you re-register online to reactivate your access.

Electronic Communications

Internet email communication is not considered to be a secure form of communication. For bank account inquiries you agree to contact Community Savings electronically using only the secure messaging feature on the online banking system. You also agree that any communication from us to you regarding your online banking accounts including any disclosures or other information required to be delivered in writing under applicable law may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of online banking.

You may print a copy of such communications using the "print" function of your web browser software. All online banking disclosures can also be found under the Services tab. You may also request a paper copy at any time by contacting the Bank directly.

Third-Party Services

In addition, as an additional service, the Community Savings Online Banking services may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe it is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

Disclosure of Information to Third Parties

To maintain your privacy, we will not disclose any information about you or your accounts to any person, or organization or agency except:

- For certain routine disclosures necessary for the completion of a transfer
- For verification of the condition and existence of your account for a credit bureau or merchant
- To persons authorized by law in the course of their official duties
- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties
- Pursuant to a court order or lawful subpoena
- To a consumer reporting agency

- By your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization

If an unauthorized disclosure has been made, we must inform you of the details of the disclosure within a reasonable amount of time after we have discovered that an unauthorized disclosure has occurred.

Information Provided by You

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you will promptly provide us the additional information necessary to make the information you previously provided true and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your User ID and Password, and for all instructions entered through and under your User ID and Password.

Collections

If we initiate any legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

Amendment & Termination

We have the right to modify or amend this Agreement as allowed by law. Any modifications or amendments by Community Savings shall be effective thirty (30) days after Community Savings sends notice of the amendments to you. Either of us may terminate this Agreement at any time by giving written notice to the other, but the termination of this Agreement does not terminate your account(s) with Community Savings. Closing the account(s) which you access Community Savings Online Banking with terminates this Agreement simultaneously. The Bank may also cancel your privilege to use the Online Banking service, even without telling you in advance.

Miscellaneous

Your right to use the Online Services is not transferable. Any User ID, Password, or right given to you to obtain information, documents, or services is not transferable.

You are responsible for compliance with applicable Federal, State, and local laws and regulations.

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement (UIGEA). Internet Gambling transactions are prohibited and should not be processed through any accounts.

MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Community Savings Mobile Deposit services that Community Savings ("bank", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with Community Savings, as applicable to your Community Savings account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement.

1. Services. Community Savings Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to Community Savings or our designated processor.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Community Savings reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Community Savings. Community Savings is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

5. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Community Savings is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.

- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at Community Savings or any other financial institution.

6. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit Only" or as otherwise instructed by Community Savings. You agree to follow any and all other procedures and instructions for use of the Services as Community Savings may establish from time to time.

7. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Community Savings that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

8. Availability of Funds. Checks deposited via the Service by the Bank's stated 5:00 p.m. EST deadline will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from Community Savings that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted by shredding or proper destruction of the check. During the time the retained check is available, you agree to properly handle the check by keeping it in a secure location and upon request, promptly provide it to Community Savings.

10. Deposit Limits. We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

11. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Community Savings sole discretion subject to the agreements governing your account.

12. Errors. You agree to notify Community Savings of any suspected errors regarding items deposited through the Services immediately, and in no event later than 40 days after the applicable Community Savings account statement is sent. Unless you notify Community Savings within 40 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Community Savings for such alleged error.

13. Errors in Transmission. By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. Community Savings bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

14. Image Quality. The image of an item transmitted to Community Savings using the Services must be legible, as determined in the sole discretion of Community Savings. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Community Savings, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

15. User Warranties and Indemnification. You warrant to Community Savings that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Community Savings is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Community Savings from any loss for breach of this warranty provision.

16. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

17. Termination. We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

18. Enforceability. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

19. Ownership & License. You agree that Community Savings retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Community Savings business interest, or (iii) to Community Savings actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

20. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

21. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF COMMUNITY SAVINGS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Governing Law

This Agreement will be governed by and interpreted in accordance with Federal Law and regulation, and to the extent no such applicable Federal Law or regulation exists, by the law of the State of Ohio.

We recommend that you print this Agreement for your records. For a printable version of this Agreement, [click here](#).

By clicking "I Agree" below you agree to the terms and conditions set forth in the above agreement.

If you do not agree or acknowledge all of the above, click "I Don't Agree" and you will automatically cancel out of the Community Savings Online registration.