



ONLINE BANKING AGREEMENT

This Online Banking Agreement states the terms and conditions that apply when you use BCBank's NetTeller Online Banking and Bill Payment Service. These terms and conditions are in addition to those that apply to any account you have with us or any other service you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this Agreement. This Agreement is also subject to applicable federal and state laws. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. "You" and "Your" mean each person who establishes a BCBank NetTeller account or who uses or is authorized to use a NetTeller Log in ID and Password (or other means of access we establish or approve). "We", "our", and "us" refer to BCBank, Inc. (the Bank).

Please read this Agreement carefully. After reading the Agreement and the linked Privacy Policy, you will be asked to accept the terms and conditions of this Agreement. By submitting NetTeller Online Banking Application either in person at one of our branch locations or through online enrollment, you agree to be bound by the terms and conditions contained in this agreement. This Agreement describes your and our rights, responsibilities, and obligations with respect to NetTeller Online Banking Services, and supplements any other agreements between us, including, but not limited to, the Account Agreement, Signature Card, Electronic Funds Transfer Agreement, and the Fee Schedule.

Access

Online Banking services are generally accessible 24 hours a day, 7 days a week. However, NetTeller may be temporarily unavailable due to record updating, technical difficulties, or special maintenance periods. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen circumstances. We may modify, suspend or terminate access to Online Banking services at any time and for any reason without prior notice, unless such notice is required by law.

System Requirements:

To use Online Banking, you need a computer with the ability to connect to the Internet via an Internet Service Provider (ISP) and a web browser (such as Microsoft Internet Explorer). The Online Banking service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. This requires a browser that supports 128-bit encryption. To test your system's browser capabilities, click on the *Test Browser* link in the upper left corner of the NetTeller Login screen. BCBank is not responsible for obtaining, maintaining and/or operating your computer, hardware or software used to access and perform Online Banking services. BCBank will not be responsible for any failure or errors resulting from the malfunction of your equipment. Your use and browsing of the site and its contents and your use of the services is at your own risk. You are responsible for any and all telephone access fees and/or internet service fees that may be incurred by your provider.

NetTeller User ID and PASSWORD:

The NetTeller User ID and Password issued to you is for your security purposes. Your NetTeller ID and Password are confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your Password. For security purposes, the system will automatically prompt you to change your Password the first time you log in. You may change your NetTeller User ID or Password by clicking on the "Options" tab listed. BCBank also advises users to set up a security question under the "Options" tab, which can be used for verification purposes when resetting your Password.

The system will automatically prompt you to change your Password every 180 days. The new password cannot match any previous passwords used. You agree not to disclose or otherwise make your Password available to anyone not authorized to sign on your accounts. You are responsible for all transactions you authorize on your accounts using Online Banking. If you believe your account has been accessed by any unauthorized users, you must contact us immediately by calling 304-457-3300 or via email at customerservice@bcbankinc.com.

NetTeller Banking Services

You may access your account information by using a specific NetTeller User ID and initial Password assigned to you. The Online Banking Service allows you to:

- Transfer funds between your BCBank checking/savings accounts
- View balance information on your accounts
- View check images
- Review recent transactions on your accounts
- Make loan payments
- Online Bill Payment (optional)
- Transfer funds between your BCBank accounts and external bank accounts (optional)
- Obtain copies of statements
- Receive electronic statements/notices (optional)
- Make Stop Payments
- Obtain copies of cancelled checks/deposits
- Communicate with us via secure e-mail
- Set up account alerts
- View and/or Download previous 6 months of statements

Collectively, these services are referred to as BCBank Online Banking. Notification of the availability of additional online banking services will be made on the Bank's website. Account records are updated at the close of each business day to reflect credits and debits that are posted to your account that day. Therefore, when you use Online Banking to access your designated account, your account balance may not reflect deposits and/or withdrawals that have been made since your account records were last updated.

Fees and Charges:

There is currently no charge or fee for NetTeller Online Banking and Bill Pay features. BCBank reserves the right to impose certain charges or fees in the future. If BCBank makes this decision, you will receive notice no less than 30 days prior to any fees going into effect.

Note: If you request the Bill Pay service and do not make any payments during a 90 day period, your Bill Pay service will be suspended. If at a later date you wish to re-establish Bill Pay service you will need to contact the Bank to reactivate the service.

BCBank's normal fee will be charged for Stop Payments. Please refer to BCBank's fee schedule for this amount.

Account Balances:

Account balances are available through NetTeller for your linked checking, savings, money market accounts and certificates of deposit. Information about lines of credit and loans are also accessible.

NetTeller lists your current account balance at the time of access. The available balance consists of funds that are readily available for withdrawal. Balances may include deposits that may be subject to verification by us. Balances reflected in the Online Banking balance may differ from your records due to deposits in progress, outstanding checks, or other withdrawals, payments or charges.

Business Days and Hours of Operation:

For purpose of transactions, BCBank business days are Monday through Friday, excluding holidays as determined by us. All online transaction requests received after 4:00pm on business days, and all transactions which are requested on Saturdays, Sundays or holidays will be processed on the next business day. All references to time in this document are Eastern Time.

No Signature Requirement:

When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated account without requiring your signature on the item and without notice to you. Accounts that have requirements for dual signatures on checks do **not** apply to transfers and Bill Payments initiated through Online Banking. Authorized users on such account must be authorized individually to initiate online transfers and Bill Payments even though the account requires dual signatures on hard copy transactions.

Sessions:

A "session" is completed when you click on the "**Log Off**" tab, close your browser, or move to a web site outside the secure socket layer established by the Bank. The session may also be terminated if there is no activity within a set amount of time. In the event of a communications error, the session is terminated automatically. If you have not completed your transaction before the session is terminated, you must begin the transaction again from the beginning. You should be careful to "**Log Off**" after each use of the Online Service to avoid providing unauthorized access to your account by other persons who might have access to the computer on which you conducted your session.

Documentation and Verification of Payments and Transfers:

Upon completion of a transfer or Bill Payment using Online Banking, a confirmation number will be given. You should record this number, along with the scheduled date and transaction amount in your checkbook register (or other permanent record). This will help in resolving any problems that may occur. No printed receipts are issued through Online Banking.

Bill Payment Services

You may enroll online for Bill Pay by designating the checking or savings account from which payments are to be made, and agreeing that we will charge your designated account for those payments. By using our Bill Payment service you agree that based upon instructions received under your Password, we can charge your designated account by electronic transfer or by debiting and remitting funds on your behalf.

All Bill Payments are made from your designated checking or savings account. Depending on the payee's payment preference, either a paper check or electronic payment will be made. You may make payments to any business, merchant, or professional for products or services. You also may make payments to individuals, family or friends for non-business purposes. Payments may be made only to payees with a U.S. payment address. You **may not** make a payment to any governmental entity or court-directed payments through Bill Pay.

When setting up a new payee with the electronic payment option, your payee must already be established in the system's electronic payee database. Be sure you have chosen the correct payee from the "Add Payee" option and that you have entered your account number correctly (without dashes or spaces). Please be aware that companies may not be able to be paid electronically when you first attempt to set them up with Bill Pay, but may be added to the list in the future. Remember that you must have sufficient funds available at the time an electronic payment is processed. Electronic payments will not be sent if funds are not available.

If you pay a bill by check (paper), the check will be mailed from our processing center in Houston to your payee. The check will post against your account after it has cleared through the banking system, exactly as if you had written the check manually. If your payment results in the overdraft of your account, you agree to pay BCBank upon demand, the amount of the overdraft along with the overdraft fee and any other fees that you incur.

Requests for payments to third parties through Bill Pay placed before 2:00 p.m. Eastern Time on a business day will be processed that day. Bill Pay requests made after 2:00 p.m. Eastern Time on a business day, or on a non-business day, will be processed the next business day. Recurring payments set up by you through Bill Pay that fall on a non-business day will be processed the following business day. Remember that payments are processed (sent) on the date you specify, however we cannot guarantee when your payee will receive your payment or credit your account. Typically, electronic payments are received in 2 to 4 business days and check (paper) payments mailed through the U.S. Postal Service are typically received in 7 to 10 business days, so plan accordingly. You should also allow additional time for the first payment you send to a payee through Bill Pay to allow the payee to adjust to the new

form of payment. You understand and agree that we are not responsible for the timely delivery of postal mail or the improper transmission or handling of payments by a third party such as the failure of the Bill Pay payee to properly post a payment to your account.

To cancel or edit a bill payment that you have scheduled through Bill Pay, you must cancel or edit the payment online the day before the date that the payment is scheduled to be processed. If you enter and schedule a payment for the current day, you have until 12:00pm (noon) to edit or delete the payment. Once a payment has processed, it cannot be cancelled or edited; therefore, a stop payment request must be submitted.

FI-to-FI Transfers

Within Online Banking you may separately enroll for the *FI-to-FI* Transfer service ("Service"). This Service allows you to transfer funds between your linked personal deposit accounts at BCBank and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at BCBank. An outbound transfer moves funds from an account at BCBank to an account outside of BCBank. You will need to enroll each of your non-BCBank accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with BCBank procedures. The verification process must be completed by you prior to using the Service. You will have four days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Note: *FI-to-FI Transfers* are available for use to retail customers only. Business/commercial customers are not permitted to use *FI-to-FI Transfers* at this time.

Funds requested to be transferred will be debited/credited to your BCBank account the business day following the day you initiate the transfer, provided you have met the Bank's cutoff time for submitting *FI-to-FI* transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 1:30pm. Funds requested to be transferred will be debited/credited to the non-BCBank account according to the receiving Bank's availability and transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 5:00pm the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer.

Transfers are subject to the following limits unless otherwise agreed upon by you and BCBank:

1. One inbound transfer per day not to exceed a total of \$1,000
2. Three outbound transfers per day not to exceed a total of \$3,000

The above limits apply to the total of all *FI-to-FI* transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time.

Errors or Questions

If you have a question about an Online Banking transaction, or if you believe there is an error on your statement, please contact us immediately. You may telephone us at (304) 457-3300 or write us at:

BCBank
Online Banking Department
PO Box 370
Philippi, WV 26416

We must hear from you no later than 60 days after we sent you the first statement on which the problem or error appeared.

When you report the error:

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question.
- If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation.
- If we ask you to put your complaint in writing and we do not hear from you within ten (10) business days, we may not credit your account.
- If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.
- If a notice of error involves an electronic funds transfer that was initiated in a foreign location, the applicable time period for action shall be between ten (10) business days and ninety (90) calendar days in place of forty-five (45) calendar days).

Confidentiality

We will only disclose information to third parties about your account or the transfers you make: where it is necessary for completing transfers; or to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or to comply with a government agency or court orders; or if you give us your written permission.

Privacy

The Bank recognizes that our customers visiting our online website have an expectation of privacy in their dealings with us. For these reasons, the Bank takes its responsibilities for the protection of the security and privacy of customer information seriously. Our privacy policies are described in the Bank's Privacy Notice available at any branch or on our website.

Electronic Disclosures

By accepting this agreement, you agree that we may deliver amendments to this Agreement and other disclosures to you in an electronic format. These disclosures may include but are not limited to: account statements, deposit account disclosures, notices regarding changes in account terms and fees, and confidentiality and privacy notices.

Your Responsibility

If your name, address, email address, or phone number change, it is your responsibility to notify the Bank of these changes. You are responsible for all transfers that you authorize using our Online Banking services. If you permit other persons to use the Online Banking services, and/or your Password, you are responsible for any transactions they authorize from your accounts, whether or not you intended that they perform these transactions. Transactions that you initiate, or someone acting with your permission, with fraudulent intent will also be authorized transactions.

You authorize the Bank to act on all transactions received under your User ID and Password and to deduct any service charges directly from your account balance. You also agree to be liable for any account shortage resulting from charges or overdrafts. This includes liability for the Bank's cost to collect the deficit, including reasonable attorney's fees.

Notify us **at once** if you believe your Online Banking Password and/or User ID has been lost, stolen, compromised, or used without your permission, or if you believe someone has discovered your Online Banking Password. The best way to minimize your losses is to telephone the bank directly.

Contact in Event of Unauthorized Transfer

If you believe your Online Banking Password has been lost or stolen or that someone has transferred or may transfer money from your account(s) without your permission, telephone us during business hours at (304) 457-3300 or email us at customerservice@bcbankinc.com.

Our Responsibility

We are responsible for completing transfers on time according to your properly entered and transmitted instructions. However, we will not be liable:

- If you negligently or intentionally share your ID and Password, or you do not report immediately any known theft of your ID and Password, leading to unauthorized access to accounts.
- If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer despite reasonable precautions we have taken.
- If you leave your computer unattended in the middle of a banking session that results in unauthorized access to your account(s).
- If you do not sign off (log off) after completing your banking sessions before visiting other Internet sites.
- If your input error is the cause of a problem.
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If withdrawals from any of your Online Banking services accounts have been prohibited by a court order such as a garnishment or other legal process.

For direct, indirect, incidental, special, consequential, economic or other damages arising from Online Banking.

Statements

Unless you have elected to receive E-Statements (Electronic Statements emailed directly to you), we will mail you statements for your bank account(s) with the frequency described in the Account Information and Terms brochure. Your statement will include any transfers you authorized using the Online Banking Services.

Termination

This Agreement remains in effect until either you or we terminate it. You may terminate this Agreement by notifying us via NetTeller e-mail service, by calling (304) 457-3300 or by mail.

We may terminate this Agreement and your participation in Online Banking at any time, for any reason, including non-usage or inactivity. Although we will try to notify you in advance of termination, we are not obligated to do so. If you terminate this Online Banking Agreement, you authorize us to continue making transfers you have previously authorized up to three (3) Business Days after our receipt of your cancellation request.

If you choose to terminate this Agreement and want to ensure that outstanding authorized transfers are not made, you should cancel all scheduled transfers prior to notifying us that you are discontinuing this service. Please note that your cancellation of the Online Banking under this Agreement does not terminate your Bank account(s). Conversely, if you close your designated Bank account(s), your Online Banking services will end, and all unprocessed transfers will be canceled.

Miscellaneous

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

You are responsible for compliance with applicable federal, state, and local laws and regulations.

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 laws of the State of West Virginia.

We are not responsible or liable for any viruses, worms, Trojan horses, or other harmful components that your computer may acquire by downloading material from the Online Banking or BCBank website. We are also not responsible or liable for any damages that may result from such harmful components, whether direct, indirect, incidental, special or consequential. We encourage our Online Banking users to routinely scan their computer and all computer components using a reliable anti-virus product to detect and remove any viruses.

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