

**Electronic/Online Banking Agreement**

Davis Trust Company  
304-636-0991  
227 Davis Ave  
Elkins WV 26241  
[www.davistrust.com](http://www.davistrust.com)

Effective October 1, 2020

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**PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.**

## **1. Scope of this Agreement**

This Agreement between you and Davis Trust Company 227 Davis Ave, Elkins, WV 26241 governs your use of our Electronic/Online Banking services (the "Service"). The Service permits our Customers to perform a number of banking functions on accounts linked to the Service through the use of a Personal Device and the Internet.

## **2. Accepting the Agreement**

After you have carefully read this Agreement in its entirety and our Privacy Policy, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you are an Authorized User acting with full authority, and that you are duly authorized to execute this Agreement.

You should print and/or save a copy of this Agreement for your records.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact Davis Trust Company. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time. Updates to this Agreement will be sent electronically as further described within this Agreement.

WHEN YOU CLICK ON THE "ACCEPT" BUTTON on the last page of this agreement, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL/DECLINE BUTTON on the last page of this agreement.

## **Definitions**

Agreement - Means these terms and conditions of the Online Banking Services.

Business Customer - Refers to anyone other than a Consumer who owns an eligible account with respect to which the Service is requested primarily for business purposes.

Business Day Cutoff - Refers to the cut-off time for posting purposes. The cut-off time for online transactions are based upon our Business Days and the Eastern Standard Time. For posting purposes, we will process all transactions completed by 3:00 PM on the same Business Day. Transactions completed after 3:00 PM will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

Consumer - Refers to a natural person who owns an Eligible Account at this Financial Institution and who uses the Service primarily for personal, family, or household purposes.

Joint Accounts - If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Username and Password are authorized unless we have been notified to cancel the Service. If joint account holders use individual Usernames, the Service may be identified separately.

Service - Means the Electronic/Online Banking Services offered by Davis Trust Company through its Service Providers.

Service Provider - Includes any agent, licensor, independent contractor or subcontractor that this Financial Institution may involve in the provision of Electronic/Online Banking.

You and your - As used within this Agreement, "you" and "your" refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users that such person allows, subject to the parameters of multiple user access as set forth within the Service.

We, us, or our - As used within this Agreement, refer to Davis Trust Company and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee Davis Trust Company may involve in the provision of the Service.

#### **4. Basic Online Banking Services**

The basic features currently available through the Service include:

- Up to 18 months of complete transactional detail and history
- Account Inquiries for balances, etc.
- Copies of monthly Account Statements
- Transfers between your accounts at this Financial Institution and outside Financial Institutions are limited to the boundaries of the United States of America and must be made in US Currency.
- Secure e-mails via the Service's messaging system
- View loan/CD balances
- Payments to loans at this Financial Institution

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting Davis Trust Company or by sending us a secure message through the Service.

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

#### **5. Other Online Banking Features**

##### **(A) Stop Payment Feature**

Stop Payment Request must be made through a Davis Trust Company Customer Service Representative unless prior written authorization is in place. Please note that any Stop Payment request must be physically signed by the account holder within fourteen (14) calendar days or it will be dropped from the system.

There may be a stop payment fee associated with this feature. Please refer to our fee schedule for additional information or contact us at 304-636-0991. Additional terms of acceptance or disclosures may apply on the stop payment service and these disclosures will be made at the time you complete the request.

##### **(B) Address Change, Document Requests, Secure E-Mail & Secure File Delivery Services**

The submission of requests, such as those for address changes, document requests, or check reorders, will generate a secure e-mail to this Financial Institution. Generally, requests received

through the Service's secure e-mail feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact Davis Trust Company directly.

## **6. Fees**

Online Banking Service: (view balances and account transfers) - No fees at this time

Business Banking may include various fees and charges.

## **7. Requirements for Enrolling in the Service**

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.
- You must be a resident of the United States or its possessions.
- You must have a computer and Internet browser that will support 128 bit encryption.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external e-mail address for the delivery of electronic notices and disclosures.

Prior to enrolling in the Service and accepting the electronic version of this Agreement, you should verify that you have the required hardware and software necessary to access the Service and to retain a copy of this Agreement.

If we revise hardware and software requirements, and if there's a material chance that the changes may impact your ability to access the Service, we will give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

## **8. Enrollment Process**

You must complete the enrollment process to use the Service. You can enroll for the Service on the Internet, a mobile device, or by visiting [www.davistrust.com](http://www.davistrust.com).

The online enrollment involves completing a secure online application that we will use to verify your identity. You will also choose your Username, Password, and Security Questions during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. All information provided is subject to verification prior to acceptance and authorization.

## **9. Linked Accounts**

When you first enroll for the Online Banking Service we will only link accounts which are associated with you and only upon your request. All eligible linked accounts will have one username. If you want to limit the accounts linked or the privileges assigned to an account, please contact our online banking service at 304-636-0991 or send us a secure e-mail message through the Service.

## **10. Signature Requirements**

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated eligible accounts without requiring your signature on the item and without any notice to you.



Dual signature accounts are ineligible for any type of online payment services at this time, however we may grant online account viewing privileges for authorized signers.

### **11. Account Balances**

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding, or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the accounts summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

### **12. Canceling Transfers**

You cannot cancel a transfer after it has been entered into the system AND the information has been processed and/or transmitted to us through the Service; however, you can cancel a future dated transfer that is still "pending".

### **13. Bill Payment and Transfer Limitations**

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at this Financial Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. There are no limits on the number of bill payments or transfers permitted providing there is sufficient funds in the account to cover any such transaction(s). NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Davis Trust Company does restrict the number of transactions that you can make from other types of accounts, such as:

1. Money Market (Hi-Fi) where you may not make more than six (6) pre-authorized electronic transfers which include computer initiated transfers, telephone transfers, checks, and point of sale transactions during a given monthly statement period. Excessive withdrawal fees may apply.
2. Savings Accounts are limited to three (3) pre-authorized electronic transfers which include computer initiated transfers, telephone transfers, in person withdrawals, or ATM withdrawal or transfer.

### **14. Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

#### **Information Provided to the Biller**

We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.

Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

**(A) Activation**

Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller.

**(B) Biller**

Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

**(C) Notification**

Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

**(D) Cancellation of Electronic Bill Notification**

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

**(E) Non-Delivery of Electronic Bill(s)**

You agree to hold harmless, this Financial Institution and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

**(F) Accuracy and Dispute of Electronic Bill**

Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

## **15. ESIGN Consent to Use Electronic Disclosures, Records and Signature**

This Online Service E-Sign Disclosure and Consent (“Disclosure”) applies to all Communications for those products, services and accounts offered or accessible through the Online Services, or a mobile application or mobile website used to access the Online Service, that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words “we,” “us,” and “our” refer to the Davis Trust Company and the words “you” and “Your” mean you, the individual (s) or entity identified on the Account(s). As used in this Disclosure, “Account” means the account(s) you have with us now or in the future. “Communication” means any customer agreements or amendments thereto, disclosures, notices, responses, claims, transaction history, privacy policies and all other information related to the product, service, or account(s), including but not limited to information that we are required by law to provide to you in writing. “Online Service” includes Online Banking, Mobile Banking, ESIGN, TEXT, Remote Banking, etc.

- (A) Scope of Communication to Be Provided in Electronic Form.** You agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you unless and until you withdraw your consent as described below. Your consent to receive Communications in electronic form includes, but is not limited to :
- All legal and regulatory disclosures and communications associated with the Account or the product or service available through the Online Service for your account. As an example Davis Trust Company may send by e-mail legally required notification or changes to terms and conditions related to your account(s) or the Online Service.
  - Notices or disclosures about a change in the terms of your account and responses to claims.
  - Privacy policies and notices.
- (B) Method of Providing Communications to You in Electronic Form.** All Communications that we provide to you in electronic form will be provided by one or more of the following methods: (i) via e-mail, (ii) by access to a website, including our mobile website, that we will designate in an e-mail notice we send to you at the time the information is available, (iii) to the extent permissible by law, by access to a website, including our mobile website, that we will generally designate in advance for such purpose, (iv) via our mobile applications, or (v) by requesting you download a PDF file containing the Communication.
- (C) How to withdraw Consent.** You may withdraw your consent to receive Communications in electronic form by contacting us through the Online Service, in person or by US Mail. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, your access and use of the Online Service may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.
- (D) How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s) and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the Online Service.

**(E) Hardware and Software Requirements.** In order to access, view, and retain electronic Communications from us, you must have:

- An up-to-date internet or mobile browser that we support to access your Account through the Online Service or if accessing your Account through our mobile application, one of the following mobile operating systems: Apple iOS 5.0 or later, or Android OS2.1 or later;
- Local, electronic storage capacity to retain our Communications and/or printer to print them
- A valid e-mail address and software to access
- An up-to-date device or devices (e.g. computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet or for downloading our mobile applications or accessing our mobile websites;
- Software that enables you to view files in the Portable Document Format (PDF)

**(F) Requesting Paper Copies.** You should not expect to receive a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us by telephone at (304) 636-0991. We may charge you a reasonable service charge, of which we've provided you prior notice, for the delivery of paper copies of any Communication provided to you electronically pursuant to this Authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

**(G) Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

**(H) Federal Law.** You acknowledge and agree that your consent to electronic Communications being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signature in Global and National Commerce Act (the "Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**(I) Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications according to the process described above. I understand that I may incur costs, including but not limited to online time and other charges from my communications service provider, in accessing and/or viewing such document(s).

You may also "opt-out" of electronic only statements on the statement page within the Service. Some of our accounts may have electronic statements as a qualification for that particular type of account. Please contact our online Banking Representative if you have questions about removing the electronic statement option from one of these types of accounts.

Additional fees for paper copies of account statements may be imposed depending on the type of account you have and/or the reason and frequency of your requests for paper copies.

**“You should print or save a copy of all disclosures delivered electronically”**

**(J) Acceptance and Consent.** Your continued use of these services indicate acceptance.

**16. Mobile Remote Deposit**

Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Bank ("Bank", "us" or "we") Mobile Remote Deposit services ("MDRS" ) that is provided to you ("you," or "User") as a user of Davis Trust Company's Digital Banking Services. You agree to comply with the terms and conditions of this Agreement and remain subject to the terms and conditions of all of your existing agreements with Davis Trust Company.

- A. General Terms/Services.** The Mobile Remote Deposit Services ("MDRS") are designed to allow you to make deposits to your checking, savings or money market accounts from home or other remote locations by taking mobile pictures of checks and delivering the images and associated deposit information to Davis Trust Company's designated processor.
- B. Eligibility Requirements.**
- Must be an online banking customer
  - Customer must be enrolled for mobile banking
- C. Acceptance of these Terms.** Your use of Mobile Remote Deposit Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change with a new Terms and Agreement at log-in to Mobile Banking. You will be prompted to accept or reject any material change to this Agreement the next time you use MDRS after Davis Trust Company has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Mobile Remote Deposit Services will indicate your consent to be bound by the revised Agreement. Further, Davis Trust Company reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Mobile Remote Deposit Services. Your continued use of the Mobile Remote Deposit Services will indicate your acceptance of any such changes to MDRS.
- D. Limitations of Service.** When using the MRDS, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the MRDS 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 Mobile Banking Services, in whole or in part, or your use of the Mobile Banking Services, in whole or in part, immediately and at any time without prior notice to you.
- E. Hardware and Software.** In order to use the Mobile Banking Services, you must obtain and maintain, at your expense, compatible hardware and software as periodically specified by Davis Trust Company. Davis Trust Company is not responsible for any third party software you may need to use the Mobile Banking 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.
- F. Eligible items.** You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Davis Trust Company is converted to an Image Replacement Document 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. Any check that you attempt to deposit using Mobile Remote Deposit is subject to verification by Davis Trust Company.

You agree that you will not 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; person or entity other than you
- 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 or not payable in United States currency.
- 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 or outside of the time as so specified on the deposited item, (ie) this item must be deposited within 90 days.
- Checks or items prohibited by Davis Trust Company's current procedures relating to the Mobile Remote Deposit Services or which are otherwise not acceptable under the terms of your account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through Mobile Remote Deposit Service or through a remote deposit capture service offered at any other financial institution.

**G. Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through Mobile Remote Deposit Services with your signature and "For mobile deposit only" or as otherwise instructed by Davis Trust Company. You agree to follow any and all other procedures and instructions for use of Mobile Remote Deposit Services as Davis Trust Company may establish from time to time. All endorsements shall be in either blue or black ink.

**H. Receipt of Items.** We reserve the right to reject any item transmitted through Mobile Remote Deposit 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 upon receipt of an on-screen deposit confirmation within the Mobile App. 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. Notification may come via e-mail, the mail or other acceptable means.

**I. Returned Deposits.** If an eligible item deposited through Mobile Remote Deposit Services is dishonored, rejected or otherwise returned unpaid for any reason including insufficient funds, then you will receive an image, reproduction or substitute of the item and the Bank may set off the amount of the returned item by debiting the account into which you deposited the returned item or by transferring funds from another account held by you with the Bank.

- J. Availability of Funds.** You agree that items transmitted using Mobile Remote Deposit Services are not subject to the funds availability schedules disclosed in our Funds Availability Disclosure (Regulation CC) since the deposit is not made in person to a bank employee. In general, if an image of an item you transmit through Mobile Remote Deposit Services is received and accepted before 3:00 p.m. Eastern Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using Mobile Remote Deposit Services will generally be made available the next business day from the day of deposit but Davis Trust Company may delay availability of funds, in its sole discretion. Notifications of delayed availability or disapproval of the deposit may not be available to you via the Mobile App and instead may come via e-mail, the mail or other acceptable means.
- K. Disposal of Transmitted Items.** Upon your receipt of a confirmation from Davis Trust Company that we have received an image that you have transmitted, you agree to prominently mark the item as “Electronically Presented” and to never re-present the item. You agree to retain the check in a secure location for at least fourteen (14) calendar days from the date of the image transmission. After fourteen (14) days, and after you have confirmed the deposited funds, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. Shredding the check is one way to destroy it. Destroying the check prevents it from being presented for deposit or payment another time. **You will be liable** for checks that are presented more than once. During the time the retained check is available, you agree to promptly provide any retained item or a sufficient copy of the front and back of the item to Davis Trust Company upon request to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Bank audit purposes.
- L. Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time.
- M. Rejected Deposits.** Once a deposit is rejected, it may not be electronically deposited again and we will not be obligated to allow such a deposit at other times.
- N. Deposited Funds on “Hold.”** We may place a “hold” on your account for the amount of a deposited check to ensure that there are sufficient funds to cover the check amount if the deposited check is returned unpaid. If we do place a hold on your deposit, you will be notified of the dates the funds will be available for the payment of checks or withdrawals via e-mail or US Mail.
- O. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in the Bank’s sole discretion subject to the Deposit Account Agreement governing your account.
- P. Errors.** You agree to notify the Bank of any errors or suspected errors regarding items deposited through Mobile Banking Services as soon as possible after they occur, and in no event later than sixty (60) days after the applicable bank account statement is sent. Unless you notify the Bank within sixty (60) days, such statement regarding all deposits made through Mobile Banking Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

- Q. Errors in Transmission.** By using Mobile Remote Deposit Services you accept the risk that an item may be intercepted or misdirected during transmission. Davis Trust Company bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- R. Image Quality.** The image of an item transmitted to the Bank using Mobile Remote Deposit Services must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- S. User Warranties and Indemnification.** You warrant to the Bank that:
- You will only transmit eligible items.
  - Images will meet the image quality standards.
  - You will not transmit duplicate items.
  - You will not re-deposit or re-present the original item at Davis Trust Company or elsewhere
  - All information you provide to the Bank 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 the Bank from any loss for breach of this warranty provision.
- T. 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 Mobile Remote Deposit Service in your possession and your records relating to such items and transmissions.
- U. Termination.** We may terminate this Agreement at any time and for any reason. 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 Mobile Remote Deposit Services for any unauthorized or illegal purposes or you use Mobile Remote Deposit Services in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us. We may turn off Mobile Remote Deposit Service if we suspect fraud, if you misuse Mobile Remote Deposit, have excessive overdrafts or returned items or for other reasons in our sole discretion.
- V. 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.
- W. Ownership & License.** You agree that Davis Trust Company retains all ownership and proprietary rights in Mobile Remote Deposit Services, associated content, technology, and website(s). Your use of Mobile Remote Deposit 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 Mobile Remote Deposit Services. Without limiting the restriction of the foregoing, you may not use Mobile Remote Banking Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use Mobile Remote Deposit Services only for non-business, personal use 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 Mobile Remote Deposit Services.

- X. Disclaimer of Warranties.** YOU AGREE YOUR USE OF ANY MOBILE REMOTE DEPOSIT 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 ANY MOBILE REMOTE DEPOSIT 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 ANY MOBILE REMOTE DEPOSIT SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM ANY MOBILE REMOTE DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN ANY MOBILE REMOTE DEPOSIT SERVICES OR TECHNOLOGY WILL BE CORRECTED.
- Y. 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 ANY MOBILE REMOTE DEPOSIT 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 ANY MOBILE REMOTE DEPOSIT SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF DAVIS TRUST COMPANY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.
- Z. User Security.** You agree to keep your mobile device secure and to close your Mobile Banking Application when not in use. If you suspect your mobile device has been lost or stolen, you must notify Davis Trust Company immediately by calling (304) 636-0991 to disable your mobile banking application.
- AA. Other Terms.** You may not assign this Agreement. This Agreement shall be governed by the laws of the state of West Virginia of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of the Agreement unenforceable or invalid.

## **17. Text Banking**

### **What is Text Message Banking**

Text Message Banking is a service provided by Davis Trust Company that allows you to retrieve your account balances and recent transactions anywhere, anytime, just by sending a text message from your mobile phone.

Just text a short command to the designated number, and you will quickly receive the information you want. Here are some of the requests you can make with Text Message Banking:

- HELP - provides a list of available commands
- BAL - Current and available balances for a primary account you designate
- LAST - The last five transactions in your primary account.
- STOP -Terminates SMS (Text Banking)

The Text Message Banking service is secure. You can activate the service only after logging into our online banking site. Text messages will never contain confidential information about you or your accounts and will never contain full account numbers.

Davis Trust Company does not currently charge for this service, however, data rates may apply, please check with your mobile/data provider.

You can sign up for the service at Davis Trust Company's online banking site, under the Personal Online Banking tab.

For help text "HELP" to the short code listed on the web site. To cancel your text message banking service, send a text "STOP" anytime. You can also cancel the service by logging into online banking, going to the mobile banking tab, and deactivating the service. In case of questions please contact Davis Trust Company's online banking services.

#### **Terms and Conditions**

- Program: Davis Trust Company offers its end users mobile access to their account information (e.g., for checking balances and recent transactions) over SMS, as well as the option to set up alerts for their accounts. Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving a Text message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Message and data rates may apply. Customers will be allowed to opt out of this program at any time.
- To Stop the Program: To stop the messages coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP". You'll receive a one-time opt-out confirmation text message. And after that, you will not receive any future messages. You may also opt out of the program online via the Mobile Banking & Alerts
- Deactivating mobile phone number: If you deactivate cellular service for the mobile phone number that you enrolled in the Text Message Banking Service, you are responsible for deactivating that same phone number as described above.
- By participating in the Text Message Banking Services program hosted by Davis Trust Company, you are agreeing to the terms and conditions presented here.

#### **18. Person-2-Person (P2P) - External Transfer**

You are signing up to use the Davis Trust Company Person-2-Person Service that allows you to send funds to another person.

This Agreement is subject to the Davis Trust Company Online Banking Agreement and, if Person-2-Person is accessed through Online Banking, or if Person-2-Person is accessed through Mobile Banking, Sections II and III (together the "Person-2-Person Terms", as applicable).

#### **A. Definitions**

- "Recipient" means the person to whom the Sender transfers funds.
- "Sender" is the Bank debit cardholder that transfers funds to another person through the Service.
- "Service" means the Davis Trust Company Person-2-Person service discussed herein.
- "Service Provider" is a Bank vendor, which arranges for Person-2-Person payments to customers of any U.S. financial institution.
- "Site" is the Service Provider's website accessed by a user through a mobile phone, computer or other access device.
- "Transfer" means an electronic movement of funds from Sender's Account to an account of another party by means of the Service.
- "Transfer Instructions" is the information that you provide when using the Service.

#### **B. Description of Service and Consent**

Bank debit card holders may send one-time Transfers to Davis Trust Company customers or a depositor of another financial institution. Notice is given to the Recipient by the Sender providing the Recipient's e-mail address or mobile phone number. You may originate these Transfers by use of a computer or a mobile smart phone.

By participating in the Service, you are representing to Davis Trust Company that you are the owner or you have the authority to act on behalf of the owner of the mobile phone number or e-mail address you are using to send or receive messages regarding Transfers. In addition, you are consenting to the receipt of e-mails or automated text messages from the Bank or its agent, regarding the Transfers and represent to the Bank that you have obtained the consent of the Recipients of your intended Transfers.

Funds may be transferred to any account in the United States as long as the Transfer is legal and allowed by the financial institutions involved.

#### **C. Eligibility**

Individuals aged 18 years and older with a debit card issued by the Bank are eligible to use the Service. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions are eligible to use the Service to receive funds. By using the Service, you represent that all parties to a Transfer, Sender(s) and Recipient(s), are eligible to do so.

In the event that someone under the age of 18 elects to utilize online banking services, a parent or legal guardian must be on the account and consent to this agreement and utilization of any services.

#### **D. Transfers**

You may make one-time Transfers by entering your account or debit card number. The Sender provides the Recipient's e-mail address or mobile phone number, and the Service uses this information to notify the Recipient. The funds will be removed from the Sender's Account immediately upon initiation of the Transfer. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institutions for deposit to the Recipient's account. Davis Trust Company is not responsible for any failure of another financial institution to credit its customer's account. A Recipient must accept the Transfer within three (3) days, or the Transfer will be cancelled and reversed. In the event a Transfer is cancelled or reversed for any reason any fees shall not be refunded.

Transfer Instructions relating to external accounts and the transmission and issuance of data related to such Transfer Instructions shall be received and executed pursuant to the terms of this Agreement, and the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house, as well as any EFT Network, or networks, utilized to automate the transfer of funds and governed by Regulation E (collectively, the "Rules"). The parties agree to be bound by such Rules as may be amended from time to time. In accordance with such Rules, any credit to an Account shall be provisional until the Bank or the third party financial institution, which holds the account, has finally settled such credit.

By requesting or accepting the Transfer you authorize and empower Davis Trust Company to take all steps it considers necessary to affect the Transfer. You also authorize Davis Trust Company, directly or through third parties, to make any inquiries it considers necessary in its discretion to validate your identity. This may include, but is not limited to, asking you for additional information, and/or verifying your information against third party databases.

#### **E. Transaction Limits**

We may establish limits on the dollar amount and/or number of items or transfers from time to time. Total daily transactions are limited to \$3,000.00 per day, \$5,000.00 per week and \$10,000.00 per month.

#### **F. Electronic Disclosures**

You agree to conduct the Transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or e-mail. You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or e-mail. Each time you use this Service and submit information to the Bank you agree to the electronic access, receipt and acceptance of documents, disclosures and forms.

#### **G. Electronic Signatures**

You specifically agree that any electronic signatures that you provide through the Site are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in this Agreement just as if you had physically signed the same documents with a pen.

#### **H. Sender Acknowledgment**

By using this Service you, as the Sender, authorize the sending of an e-mail or text message instructing the Recipient how to receive the funds that you are sending. You are further authorizing any Recipient of this message to act on the instructions to receive the funds you are sending. You acknowledge that any party receiving the e-mail message at the e-mail address you provide or text message at the mobile phone number you provide may obtain the funds you are sending.

You acknowledge and agree that we are not responsible for determining the identity of the party who receives the e-mail or text message and acts upon the e-mail or text message you provide. Transfers will be completed using the e-mail address or mobile phone number only. You hereby acknowledge and agree that we are not obligated and shall not use or refer to the name entered in the field titled "Recipient Name" and this field is provided for your convenience only. If you make errors, you could lose all the funds. If you suspect that you have entered information incorrectly, call us immediately and we may be able to cancel the Transfer. We must have a reasonable opportunity to cancel the Transfer; moreover, we are not obligated to cancel the Transfer or to reimburse funds

that were transferred according to the Sender's instructions. Funds that are credited to an account cannot be recalled by us. Furthermore, we may reject any Transfer request and may terminate your use of this Service for any reason not prohibited by law.

#### **I. Recipient Acknowledgment**

By using this Service you as the Recipient are confirming that you are the intended recipient of the e-mail or text message and the person to whom the Sender intends to transfer funds. As the Recipient, to claim the Transfer you will be asked to provide your debit card or account information that will be used to transfer funds to your Account. If you choose not to provide your debit card information or your institution does not participate, you will be asked to provide account information including account number and routing information for your financial institution. In this case the funds will be transferred through the automated clearing house in accordance with applicable Rules.

It is important that you enter accurate information when claiming the Transfer. You agree that Davis Trust Company, the receiving financial institution and our Service Provider may rely solely on the instructions you provide. If you enter inaccurate debit card information or account number information the funds may be deposited into another person's account, even if those numbers do not correlate to the name that you provide. Retrieval of funds which are misdirected are the Recipient's responsibility and as these funds cannot be recalled by us. The Recipient must work with their financial institution to resolve the matter. You may lose all the funds that were transferred.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately and we may attempt to cancel the Transfer. We must have a reasonable opportunity to cancel the Transfer. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipient's instructions.

If you are not the intended Recipient you agree to take no further action to accept the Transfer. If you use another person's identification with the intent to commit unlawful activity it may be a felony and subject you to criminal penalties. You represent that the information you are providing is your true and correct information. If any information you provide is fraudulent, the Bank reserves the right to recover all costs or losses from you, regardless of whether such costs or losses are incurred directly or indirectly.

#### **J. Fees and Limitations on Transfers**

Davis Trust Company may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. If the Bank imposes a fee for the Service, a separate fee is charged for each Transfer you send, even if several transfers are made on the same day. We reserve the right to change your permitted Transfers, whether the amount or frequency of Transfers at any time and for any reason not prohibited by law. Please contact us for information on your current limits.

Transfers may originate from any account which has a debit card. If a transfer exceeds your available balance, we may reject the Transfer and impose an Insufficient Funds Fee as disclosed in our most recent Service and Fee Schedule. You may be denied service for insufficient funds in your account. You will be responsible for any other transaction fees that apply to your Account.

The Recipient's financial institution may have limits on the number and type of Transfers allowed and may charge a fee, which shall be the Recipient's responsibility.

#### **K. Issues Affecting the Posting of Transfers**

Certain outside events may affect the timing or success of a Transfer reaching the intended Recipient. In addition to human error by the Sender or Recipient discussed above, there may be

delays in posting by the receiving institution, acts of God, and network and NACHA interruptions. If we believe the Transfer may be illegal, we may decline or reverse the Transfer. You are responsible for ensuring that these types of Transfers are allowed by the Recipient's financial institution. Neither the Bank nor the Service Provider is responsible for any action or lack of action taken by the Recipient's financial institution that delays, inhibits, or prevents the posting of the Transfer to the Account.

#### **L. Enrollment**

You may enroll for the Service which will make future Transfers more convenient and may expedite transactions. If the Sender and Recipient are both Bank customers enrolled in the Service, Transfers will be immediately reflected in the Recipient's Account. If the Sender and Recipient are both enrolled with the Service Provider but are customers of different financial institutions, Transfers will be delivered to the Recipient's financial institution once claimed.

When enrolling, you will be asked to create a username and password and you are responsible for keeping them secure. We will never ask you for your Online Banking password or security question answers.

#### **M. Account Inquiry**

If the Recipient's financial institution contacts us or our Service Provider for information regarding your Account, you authorize us to discuss the Transfer and the account information you have provided.

#### **N. Cookies, Browser Information and Related Issues**

When you visit the Site, you should review the Service Provider's privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.

#### **O. Account Monitoring**

Unauthorized use of these systems is strictly prohibited and is subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18, U.S. Code Sec. 1001 and 1030. The Bank or its Service Provider may monitor and audit usage of this system. You are hereby notified that the use of this system constitutes consent to such monitoring and auditing.

#### **P. Closing Account**

Once you close your Accounts with the Bank or you no longer have a debit card, you may no longer send Transfers. However, your Account information will be maintained for a retention period to accommodate any residual issues that may arise. Any and all online activity immediately ceases upon closure of account.

#### **Q. Amendments**

The Bank may amend these Person-2-Person Terms or any other disclosures at any time by posting a revised version on the Bank's website, or by such other notice as may be required by law. The revised version will be effective immediately at the time it is posted, unless a delayed effective date is expressly stated therein. Any use of the Service after a notice of change will constitute your express agreement to such changes.

#### **R. Limitation on Damages**

The BANK'S AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF ITS AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500.00 (FIVE HUNDRED DOLLARS).

## **S. Disclosure Access**

Bank customers may access Our Electronic Fund Transfer (EFT) disclosure by viewing our Terms and Conditions document at <https://davis trust.com>. Non-Bank customers should consult their financial institution for their EFT disclosures.

**19. Privacy** - Please see our separate Privacy Policy located on our main web page.

We understand how important privacy is to our customers. We have taken steps to protect the privacy and security of your personal information as well as your financial transactions with us. You should read our entire Privacy Policy before completing the enrollment process for the Service.

### **Disclosure of Account Information to Third Parties**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions.
- Where it is necessary for activating additional services.
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller.
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

Please refer to our Privacy Policy for additional details on disclosure of account information.

## **20. Internet Security**

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. Prior to activating your access to the Service, Davis Trust Company will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be linked to the Service.

### **A. Username and Passwords**

One of the main security features protecting the Service is the unique combination of your Username and Password. During the enrollment process, you will be asked to select a unique Username, a Password and select and answer three security questions which will be used to gain access to the Service. (Note: Security Question answers must be a minimum of four (4) Characters). You determine your own Password, which is encrypted in our database. Neither this Institution nor its Service Providers have access to this information. The Service will automatically lock your account after three unsuccessful login attempts.

You may reset your password online using the "Forgot Password?" link or you may contact our Online Banking Division at (304) 636-0991 for assistance.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

You should carefully select a Password that is hard to guess.

- Passwords must contain an upper case and a lower case letter, a number, and a special character (ie. \$ \* ! #)
- Passwords must be at least eight (8) characters in length.
- Davis Trust Company requires password changes every 180 days, however you may change it sooner if you elect to do so.

- You should not use words based on your name, address, birthdate, anniversary, Social Security Number, or other personal information.
- Do NOT use dictionary words.
- Keep your Password safe, memorize it and do NOT write it down.
- Password should be changed immediately if you suspect that it has been compromised. This can be done at any time from the “My Settings” menu after you log on to the Service.
- Davis Trust Company employees will never ask for your password or security question answers.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR E-MAIL REQUESTING PERSONAL INFORMATION, YOUR USERNAME, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

#### **B. Encryption**

The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Online Banking. Your browser automatically activates this technology when it attempts to connect to our Service. The Service requires a browser that supports 128-bit encryption. The Service will warn you if your browser does not meet this requirement.

#### **C. SSL – secure connection**

Whenever SSL is securing your communications, the browser will typically indicate this *secure session* by changing the appearance of a small icon of a padlock at the bottom of the screen from "open" to "locked". What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

#### **D. Certificate Authority**

The servers hosting the Service have been certified by a Certificate Authority to assure you that you are actually talking to the Service instead of someone pretending to be us. If you are using an older browser, you will see that the Certificate Authorities key may have expired; you will need to update your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page. By clicking on the lock within the Service, you can view the certificate to ensure it is valid.

#### **E. Cookies**

During your use of the Service, our Online Banking Service Provider will pass an encrypted *cookie* to your computer in order to identify your computer during the session. This cookie enables us to process multiple transactions during the session without having to provide a Username and Password for each individual transaction. Users must allow computer to accept cookies to use the Service. This cookie does not contain any personal information; it simply provides another level of security for our Online Banking product. The cookie is stored on your computer’s hard-drive, identifying your computer while you are logged on. When you log off, close your browser, or turn off your machine, the cookie will be destroyed. A new cookie is used for each session; thus, no one can use the prior cookie to access your account.

#### **F. Additional Security Guidelines:**

- All Authorized Users should sign-off after every Service session; however, online sessions will automatically end after fifteen (15) minutes of inactivity. This to protect you in case you accidentally leave your computer unattended after you log-in.



- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers, and electronic media using a reliable virus detection product. Undetected or un-repaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit a virus to other computers.
- Use a firewall product (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.
- Periodically update your computer operating system and browser for critical security related patches.

We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

## **21. Your Password Responsibilities**

When you accept the terms and conditions of this Agreement, you agree not to give or make available your passwords or other means to access your account to any unauthorized individuals. You are responsible for all transfers you authorize using the Service. If you permit other persons to use the Service, your password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify us at once by calling 304-636-0991 during customer service hours. You can also contact us by sending a secure message through the Service.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

In addition to the security features described above, there may be other security related notices posted on our website or the Service from time-to-time. It is your responsibility to read all security notices.

## **22. Our Liability for Failure to Complete Transactions**

We will use commercially reasonable efforts to make all your transfers properly. However, we shall incur no liability and any guarantee shall be void if we are unable to complete any transactions initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, your Eligible Account(s) and/or Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the Allowable Overdraft amount (AOD) limit of your account (if applicable).
2. The Service and/or the payment processing center is not working properly and you know or have been advised by this Institution and/or its Service Providers about the malfunction before you execute the transaction.
3. You have not provided the Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller.
4. Your Eligible Account(s), including either your Payment Account or Billing Account, is closed;
5. If your computer, software, telecommunication lines were not working properly and this problem should have been apparent to you when you attempted the transfer.

6. The payment or transaction request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal.
7. We have reason to believe that a payment or other transaction request may not be authorized by you or any third party whose authorization we believe is necessary, and/or
8. Circumstances beyond control of the Service, our Service Providers, and this Institution (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from any of your Eligible Account(s), or Payment Account, or causes funds from your Payment Account to be directed to a Biller, which does not comply with your Payment Instructions, this Financial Institution and/or its Service Providers shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **23. Documentation and Verification of Payments and Transfers**

Information regarding Online Banking will be reflected on the account detail in the Service and in your regular monthly account statement(s).

### **24. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts**

#### **(A) Errors and Questions**

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

- Telephone us at 304-636-0991 during customer service hours.
- Contact us by using the secure messaging feature within the Service.
- Write to us at 227 Davis Avenue, Elkins, WV 26241.

If you think your statement is incorrect or you need more information about an electronic transfer listed on the statement, we must hear from you no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- Tell us your name, relevant Service account number(s);
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to ninety (90) days to investigate your complaint or question. We may take up to twenty (20) Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur. If after revocation of the provisional credit your account is in a negative position it shall be your responsibility to immediately bring the account to a positive position.

**(B) Consumer Liability for Unauthorized Transfers**

Contact us IMMEDIATELY if you believe your Username or Password has been lost or stolen. Telephone is the best way of minimizing your possible losses. You could lose all the money in your account (plus your Allowable overdraft amount (AOD), if applicable).

If consumer customers tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00.

If your monthly account statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

**25. Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended from time to time. In such event, we will provide notice to you. Any use of the Service after we provide you a notice of change will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's most recent revisions and updates.

**26. Address, E-mail, or Payment Account Changes**

When you enroll in the Service, we may send you a "Welcome" e-mail. We will also send you e-mails and/or secure messages through the Service regarding important Online Banking matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers, and e-mail addresses. Changes may be made either within the Service in the User Services menu or by contacting Davis Trust Company at 304-636-0991. Any changes to your Eligible Account(s), Payment Account, or Billing Account should also be made in accordance with the procedures outlined above.

**27. Service Termination, Cancellation, or Suspension**

In the event you wish to cancel the Service, please contact Davis Trust Company or send us a secure e-mail through the Service.

You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

We may terminate or suspend the Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Access to our Service may be canceled in whole or part without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. If your account(s) is closed or restricted for any reason, or if there has not been any Online Banking activity for a period of three (3) consecutive months, accessibility may be restricted or terminated.

After termination or suspension of the Service, we may consider reinstatement once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to request reinstatement of the Service, you must call our Online Banking Department.

### **28. Exclusions of Warranties and Limitation of Damages**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS", "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR DEVICE. NEITHER THIS FINANCIAL INSTITUTION NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR DEVICE OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE DAVIS TRUST COMPANY AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL DAVIS TRUST COMPANY OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEYS FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR YOUR USE OF THE SERVICE.

### **29. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

### **30. No Waiver**

This Financial Institution and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **31. Captions**

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

### **32. Disputes**

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this financial institution and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

### **33. Waiver of Trial by Jury**

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement, or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

### **34. Ownership of Material**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by DAVIS TRUST COMPANY and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

### **35. Governing Law and Relation to Other Agreements**

Accounts and services provided by this Financial Institution may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of West Virginia, without regard to its conflicts of law's provisions.