

FNB Bank Inc.
ONLINE & MOBILE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of the Online Banking service or the Bill Payment service (“Services”). It also describes the rights and obligations of (“Bank”). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

I. Definitions

The following definitions apply in this Agreement:

1. “Authorized Representative” refers to a person with authority (with respect to the account);
2. “Bill Payment” is the online service that enables the scheduling of bill payments using a personal computer;
3. “ISP” refers to your Internet Service Provider;
4. “Internet Banking” is the name of the Bank’s Internet Banking Service;
5. “I-Pay” refers to the third-party Bill Payment Service provider;
6. “Online Banking” is the internet-based service providing access to your Bank account(s);
7. “Online Account” means the Bank account from which you will be conducting transactions using a Service;
8. “Password” and “User ID” are the customer-generated codes selected by you after the initial sign-on, that establishes your connection to the Service;
9. “PC” means your personal computer which enables you, with the internet browser and ISP, to access your Online Account;
10. “Time of day” references are to Eastern Standard Time;
11. “We”, “us”, or “Bank” refer to Bank name which offers the Services and which holds the accounts accessed by the Services; and
12. “You” or “your” refers to the owner of the account or the authorized representative.

II. Access to Services

The Bank will provide instruction on how to use the Online Banking and Bill payment services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password, and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank’s business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 5:00 p.m. EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank’s next business day.

III. Bank Transactions with Online Banking

- A. Account Access. You may access all of your personal accounts online. One of these accounts must be a primary checking account
- B. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among our checking accounts, savings accounts, and money market accounts.

Note: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

- *Savings Account* – You can make no more than six (6) withdrawal transfers per **MONTH** by preauthorized or automatic transfer or by telephone or Online Banking.
- *Money Market and Premier Money Market Account* – You can make no more than six (6) transfers per **MONTH** by preauthorized or automatic transfer or by telephone or Online Banking.

Please note: If there are not sufficient funds in the account, we cannot complete the transfer. However, future recurring transfers will be not impacted.

There is no limit on the number of transactions you may make in the following manner: (a) transfers to any loan account with the bank; or (b) transfers to another bank account of yours or withdrawals when such transfer or withdrawal is initiated in person, by mail, or at an ATM.

- C. Additional Services. New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

IV. **Bill Pay Transactions**

Instructions for Setting up Payees & Payments:

Payees: If you want to add a new “Payee,” first select the “Payee” tab located in the bill pay or speak to a service representative.

- The Financial Institution reserves the right to refuse the designation of a “Payee” for any reason.

Payments: You may add a new payment to a “Payee” by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.

- You may pay any “Payee” with-in the United States (including U.S. territories and APO’s / AEO’s).
- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Bill Paying Process:

Single Payments – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by the Bank, is currently 4:00 p.m. EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment’s processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments: When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments: The system will calculate the *Estimated Arrival Date* of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

Cancelling a Payment: A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date.

Liability:

- You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).
- If you want to terminate another person's authority to use the Bill Pay service, you must notify the Bank and arrange to change your PIN.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Bank is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a "Payee" for a bill payment.
- The Bank is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Bank's agent.

Amendment: The Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Bank's records, by posting notice in branches of the Bank, or as otherwise permitted by law.

Termination:

- The Bank has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Bank.
- The Bank is not responsible for any fixed payment made before the Bank has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by the Bank on your behalf.

- V. **Schedule of Fees:** The Bank offers the benefits and convenience of Online Banking and Bill Pay to you free of charge; however fees are subject to change at any time.

Please review the Statement of Fees provided for your account for any additional account fees applicable to your account.

- VI. **Statements:** You will continue to receive your regular account statement by mail unless you choose to receive on-line statements.

- VII. **Use of Your Security Password:** You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in the Bank's Online Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.
- Always remember to log out of your account when finished.
- The bank may require minimum password characteristics (length, symbols, etc.) and periodic password changes to enhance security of this service.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at (304) 822-8700 between the hours of 8:00 a.m. and 5:00 p.m. EST., Monday through Friday. Telephoning the bank is the best way of minimizing your losses and liability. (See Section XII)

If you believe your Password has been lost or stolen, please use the Password change feature within the Online Banking section of the Web site to change your password or you may call the bank at (304) 822-8700 to have your password reset.

- VIII. **Electronic Mail (E-mail):** If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- **NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the e-mail link provided on our Online Banking site. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

- IX. **Linked Accounts:** All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

- the accounts of the business for which that person is an authorized user;
- the accounts of any other business for which that person is an authorized user; and
- Any consumer accounts for which the person is a co-owner or authorized signer.

X. Business Accounts: If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- enter into this Agreement, as amended from time;
- access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XI. Term and Termination

- A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
- B. Termination for Cause. We may immediately terminate your electronic banking privileges (including Bill Pay) without notice to you under the following circumstances:
1. You do not pay any fee required by this Agreement when due or
 2. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

- C. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Pay is terminated, any prescheduled bill payments made through Online Banking will also be terminated. You may notify the Bank by one of the following methods:
- By sending an e-mail to MYeBanking@fnbtoday.com
 - By calling (304) 822-8700
 - By writing a letter and either sending it to the following address: Attention: Online Banking, FNB Bank Inc, P.O. Box 1037 Romney, West Virginia or by giving it to a Customer Service Representative at either of the bank's locations.

We may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

XII. Electronic Fund Transfer Provisions for Consumers

- A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
- B. You're Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
 2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of \$500.00 or the total of :
 - \$50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
 - the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.
 3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts as described in sections 1 and 2 above.
 4. If the report is made orally, we require that you send the complaint or question in writing within 20 business days via regular mail. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 10 business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
 5. You may notify the Bank by telephone, writing, or by e-mail using the e-mail link provided on our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.
- C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call (304) 822-8700 or write us at: FNB Bank Inc. Attn: Online Banking, P.O. Box 1037, Romney, West Virginia 26757.

We must hear from you at the telephone number or address, listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

6. Your name and account number
7. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
8. The dollar amount of the suspected error and date on which it occurred.

XIII. Liability

- A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable

for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- B. Indemnification. You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Microsoft (Internet Explorer browser), or others, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.
- D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XIV. General Terms and Conditions

- A. Bank Agreements. In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service or Bill Pay is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule

contained in this Agreement. We will automatically deduct the fees related to this Service, if any, from your Bill Payment Account each month.

- B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- C. Assignment. We may assign this Agreement to any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.
- D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances:
- Where it is necessary for the provision of Online Banking and for completing transfers;
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
 - In order to comply with government or court orders, or other reporting requirements;
 - If you give us your permission, which we may require in written form;
 - It is necessary for the security purposes of our service providers, our servicing agents and/or contractors providing our Services; and
 - As explained in the FNB Bank Privacy Policy (see our Home page for a link to our Privacy Policy.)
- F. Governing Law. This Agreement is governed by the laws of the State of West Virginia and applicable federal law.