

# The Savings Bank's Online Banking Electronic Service Agreement and Disclosure

This Agreement between you and The Savings Bank ("**TSB**") governs the use of Online Banking services provided by **TSB**. These services permit customers of **TSB** to perform a number of banking functions on their accounts through the use of a personal computer and internet access.

Currently there are two types of services provided. This agreement provides access to your current account information, the capability to transfer funds between your accounts and the ability to determine the status of account transactions. If you use the Online Banking services and have a **TSB** checking account, you can also use **TSB's** bill paying service, Bill Pay, to make on-line payments. By selecting the 'Bill Payment' link, you can review and accept the separate Bill Pay Agreement and then use Bill Pay.

When you use any of the Online Banking services described in this Agreement or authorize others to use them, you agree to the terms and conditions of the entire Agreement. Your use of Online Banking services is also subject to the other agreements existing between us for your accounts. The terms set forth in this Agreement supplement and are in addition to, but except as herein expressly provided do not cancel or supersede any other agreements, signature cards, rules, or regulations that govern your deposits, loans, or electronic funds transfers. **TSB** may change this agreement at any time. If you utilize the Online Banking services of **TSB** after the effective date of a change, you indicate your agreement to the change.

## I. Definitions

The following definitions apply to this Agreement.

1. "Authorized Representative" refers to a person with authority (with respect to the account.)
2. "Access Code" refers to your Log-in Identification code and your Password for accessing **TSB's** Online Banking.
3. "Business Days" for "Online Banking" are Monday through Friday until 5:00 PM EST.
4. "ISP" refers to Internet Service Provider
5. "Non-Business Days" are federal banking holidays and weekends.
6. "Online Banking" is the internet-based service providing access to your accounts with **TSB**.
7. "Online Account" means the Bank account from which you will be conducting a transaction using a service.
8. "PC" means your personal computer, which enables you, with the Internet Browser and ISP, to access your Online Account.
9. "Processing Days" are Monday through Friday, except federal banking holidays and weekends.
10. "Time of Day" references are to Eastern Standard Time
11. "User ID" is the identification code you create for your connection to the Service.
12. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service.
13. "We", "us", or "Bank" refer to **TSB** which offers the Services and which holds the accounts accessed by the Services and
14. "You" or "your" refers to the owner of the account or the authorized representative.

## II. Access to Services

On line banking is the electronic banking services provided by **TSB** to its customers. These services

are available to you through a personal computer using Internet access. For the Internet access to work you must use Microsoft® Internet Explorer 6.0 (or higher) with 128-bit encryption or Netscape Communicator® 6.1 (or higher) with 128 bit encryption. The Internet web site for Online Banking is located at [www.thesavingsbankohio.bank](http://www.thesavingsbankohio.bank) or such other Internet address we may provide. No additional software is stored on your personal computer unless you specifically download it to your personal computer.

### **III. Hours of Operation**

Online Banking is available 24 hours a day, 7 days a week except during maintenance periods or periods during which Online Banking is otherwise not available.

### **IV. Equipment**

We are not responsible for any loss, damage, or injury resulting from:

- An interruption in your electrical power or telephone service.
- Any defect or malfunction of your PC, modem, or telephone service.
- Disconnection of your telephone service by your local telephone company or deficiencies in your line quality.
- The use of **TSB's** Online Banking Systems.

We are not responsible for any products or services relating to your PC. We also are not responsible for any damage to your PC, software, modem, telephone or other property resulting from the use of Online Banking including damage resulting from a virus.

### **V. Access Code**

You will need an Access Code (Log-in Identification and a Password) to access **TSB's** Online Banking. Your initial Log-in Identification will be your Account number and your **TSB** PIN number. You will be required to change your Log-in Identification and password after your initial login to a new Log-in Identification and Password. You may change your Password at any time. Passwords must be 7 to 17 characters in length with at least one number and one letter.

You authorize us to follow any instructions entered through Online Banking using your Access Code.

Your access to Online Banking will be blocked in the event your Access Code is entered incorrectly on five (5) consecutive login attempts. After the five failed attempts, please call **TSB** at 1-800-582-2265. The Security Challenge Information is information only known to you that allows bank personnel to verify your identity. This information was requested at the time you originally registered for Online Banking and will be used to verify your authenticity as the person to whom information may be given. Access to Online Banking will also be blocked if you do not login to Online Banking in a 90-day period. To re-establish access you will need to use the First Time Login button labeled "First Time User."

**You are responsible for keeping your Access Code and Online Account information confidential and to reasonably protect it as you would other sensitive financial data.** Please see Section IX for additional information in case of theft or loss of your Access Code. In order to protect yourself against fraud; you should adhere to the following guidelines:

- Do not give out your account information, Password, or Log-in Identification;
- Do not leave your PC unattended while you are in the Bank's Online Banking Site;

- Never leave your account information within the range of others;
- Do not send privileged account information (account number, Password, Social Security Number, etc.) in any public or general email system.
- Do not use common names for passwords that others may be able to guess such as your birth date, mother's maiden name, or Social Security number. Passwords must be 7 to 17 characters in length with at least one number and one letter.

**Warning: TSB will not send electronic notices via the Internet to your email address requesting account numbers, passwords, or other non-public personal information. TSB, its employees or any company affiliated with TSB will not contact you via e-mail or phone requesting your Access Code. Any request for this information may be an attempt to defraud you. If anyone requests this information, please contact TSB immediately at 1-800-582-2265.**

## **VI. Banking Transactions with Online Banking**

### **A. Accounts you may access**

TSB accounts that you may access through Online banking include checking accounts, savings accounts, installment loan accounts, mortgage loan accounts, home equity accounts, certificate of deposit accounts, individual retirement accounts, and other information. Accounts you open after enrollment in Online Banking will be included in Online Banking unless you instruct us in writing otherwise. Please allow us at least ten (10) Business Days to remove an Account.

### **B. Balance Inquiries**

You may use Online Banking to check the balances and recent activity of your Accounts. Any balance shown by Online Banking will include a date as of which the balance is current. The balance shown by Online Banking may not be your actual available balance. It may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include pending items such as deposits in progress, outstanding checks or other withdrawals, payments, or charges or other items in process. Certain pending items are available to view in Online Banking. Due to processing constraints, there may be some pending items that affect balance activity, which are not available to view in Online Banking.

### **C. Transfer Funds**

In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. Transfers may be made between "eligible accounts". An "eligible account" is an account attached to Online Banking that does not have withdrawal restrictions, such as a certificate of deposit, or any type of retirement account, or an account that requires direct updating by us. To schedule a transfer of funds between "eligible accounts" you must provide the "to" and "from" accounts for which the transfer is to be made and the amount of the transfer. The minimum amount of the transfer may not be less than one dollar.

After you have sent the transaction instructions, we will request your confirmation of these instructions. You will then have the option to submit or cancel the transfer. If the transaction instruction is submitted it cannot be cancelled. Once submitted, a confirmation screen is displayed assigning a unique confirmation number for each transfer completed. Confirmation numbers may assist our support staff in answering questions regarding the transfer; so record this confirmation number for future reference.

#### **1. One Time Transfers**

A one-time (non-recurring) transfer of available funds may be made any day at any time. **However**, funds transferred after 5:00 P.M Eastern Standard Time will not be available to cover checks charged that same day to the account receiving the funds.

One time transfers to **TSB** installment loans, mortgage loans, Prime Right Home Equity loans, may be made from checking accounts only. Those transfers submitted by 5:00 P.M Eastern Standard Time on a Business Day will be posted to the receiving account the same Business Day that the transfer was submitted. Transfers submitted after 5:00 P.M. Eastern Standard Time or any time during a weekend or holiday will be posted to the receiving account on the next Business Day.

One time transfers may be scheduled for a future date and will be processed on the scheduled transfer date if it is a Business Day. If the future date scheduled for the transfer falls on a weekend or holiday the transaction posted to the receiving account will be on the Business Day prior to the weekend or holiday.

Except as provided above, a one-time transfer may be changed or cancelled up to 5:00 P.M. Eastern Standard Time on the date the recurring transfer is to take place.

## **2. "Express Transfers" (Tab specifically labeled in Online Banking)**

**Except as provided in the above section 1 "One Time Transfers", when the "Express transfers" tab is used, the instructions may not be changed or cancelled once they have been submitted.**

## **3. Recurring Transfers**

You may schedule transfers that do not vary in amount to automatically occur on a regular basis of your choice. A regular basis may be monthly, quarterly, semi-annually, annually, weekly, bi-weekly, or bi-monthly. A recurring transfer that is to process on a specific date that falls on a weekend or holiday will process on the Business Day prior to the weekend or holiday.

If a recurring transfer falls on the 29th, 30th or 31st of a month and that date does not exist in a particular month, then the recurring transfer will be processed on the last day in that month.

Except as provided above, a recurring transfer may be changed or cancelled up to 5:00 P.M. Eastern Standard Time on the date the recurring transfer is to take place.

## **4. Transfer Failures**

If you do not have sufficient funds available in the "Eligible Account" from which the funds are to be transferred, the transfer will not be made on that date. However, the transfer will be processed on the next two (2) Business Days. If there is still insufficient available funds in the "Eligible Account" from which the funds are to be transferred from the transfer will be cancelled. If the transfer is a recurring transfer, the remaining transfers will not be affected.

## **5. Transfer Limitations Imposed by Federal Law**

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers - including Online Banking transactions - from money market deposit and savings accounts. You are limited to six (6) preauthorized electronic fund transfers, telephone transfers,

checks and point-of-sale transactions per statement cycle. Of these six (6) transactions, you are limited to only three (3) transactions by check or point-of-sale. (For information on these accounts, see the applicable account agreement.)

Each transfer or payment through the Online Banking services from your money market account is counted as one of the six (6) limited transfers you're permitted each statement period. We charge a fee for each transaction in excess of this limit. **Payments to your TSB loans are counted toward this limit for money market accounts.**

We reserve the right to further limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as we may determine at any time in our sole discretion.

#### **D. 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 are become available, you agree to be bound by the rules that will be made available to you concerning these services.

#### **E. Schedule of Fees**

Online Banking access and transfers are free with all **TSB** consumer checking accounts. Fees may be amended from time to time according to regulations. All other fees are applicable to your Accounts remain in effect such as 'Stop Payment'.

#### **F. Statements**

You will continue to receive your regular account monthly statements. All of your transactions made through Online Banking will appear on your monthly account statement(s). The transfer amount, the processing date and the account number will be reflected for each transfer made through Online Banking.

### **VII. Transaction Alerts and Notifications**

**Alerts.** Your enrollment in **TSB** Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your **TSB** account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within **TSB** Online Banking and Alerts menu within **TSB** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **TSB** reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("**EndPoints**"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **TSB** Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to **{ShortCode}** at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **TSB** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **{ShortCode}**. In case of questions please contact customer service at 800.582.2265 ext. 3. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **TSB** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **TSB's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **TSB**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

## **VIII. Order of Payments and Transfers; Overdrafts**

If on the same Business Day as an Online Bill Payment is being processed, funds are withdrawn from any of your Account(s) by means of an electronic fund transfer other than through Online Bill Payment, and the Account(s) contain insufficient available funds to enable both the electronic funds transfer and the Online Bill Payment to be made, the transfer(s) or payment(s) will be made in the order determined by us at our sole discretion.

## **IX. Your Rights and Liabilities**

### **A. Consumer Liability for Unauthorized Transfers**

Tell us at once if you believe your Access Code has been lost or stolen or an unauthorized transaction has occurred involving your consumer Accounts. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. Please alert **TSB** immediately by calling 1-800-582-2265 or by writing us at:

**The Savings Bank**

Post Office Box 310  
Circleville, Ohio 43113

If you believe your Access Code has been lost or stolen, and you tell us within 2 Business Days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Access Code without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Access Code, and we can prove we could have stopped someone from using your Access Code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us immediately, and not more than 60 days after the date of the first statement indicating the transfer in question.

## **B. In Case of Errors or Questions About Your Electronic Transfers**

Call us at 1-800-582-2265 or write us at:

### **The Savings Bank**

Post Office Box 310  
Circleville, Ohio 43113

As soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business days.

For complaints or errors regarding consumer Accounts, we will determine whether an error occurred within 10 Business Days, (5 Business Days if involving a Visa transaction, or 20 Business Days if the transfer or payment involved a new account under Reg. E) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation by submitting a request to the address or telephone number listed above.

## **C. Disclosure of Information.**

Please see our privacy policy on our website

[www.thesavingsbankohio.bank](http://www.thesavingsbankohio.bank)

## **X. Authorization to Obtain and Disclose Information**

You agree that we may obtain information regarding your Payee information and disclose information about your Accounts to third parties in order to complete transfers or payments through our Online Banking and Online Bill Payment system.

## **XI. Termination**

You may terminate your use of Online Banking at any time by calling us at 1-800-582-2265 or by writing us at:

### **The Savings Bank**

Post Office Box 310  
Circleville, Ohio 43113

You must notify us ten (10) Business Days prior to the date on which you wish to have your enrollment in Online Banking terminated. We may require that your request be in writing.

We may terminate at any time your access to Online Banking, in whole or in part, for any reason without prior notice. Your access to Online Banking will be terminated automatically if your Primary checking account is closed or access to your Primary checking account is restricted. Upon termination, we reserve the right to make no further payments or transfers from your Account(s) pursuant to this Agreement including payments or transfers that you have previously authorized. Payments and transfers may continue for such a time until we have had a reasonable time to act upon your termination notice. Termination will not affect your liability or obligations for transfers we have processed on your behalf prior to or after this Agreement is terminated.

## **XII. Electronic Mail (E-mail)**

E-mail transmissions outside of the Online Banking site are not secure. Do not send us or ask for sensitive information such as account numbers, password, account information, etc. via any general or public e-mail system.

## **XIII. Additional Matters**

### **Acknowledgment of Commercially Reasonable Security Procedures**

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

### **Electronic Disclosure and Consent**

You agree that we may provide you with all disclosures, notices and other communications about Online Banking in electronic form. At your request, we will provide you with a paper copy of any of the above documents without any fee. You have the right to withdraw this consent, but by doing so, you immediately terminate your participation in Online Banking. You may request paper copies of any documents that are provided electronically or withdraw your consent by calling **TSB** at 1-800-582-2265.

**Joint Accounts**

**TSB** may act on the verbal, written or electronic instructions of any authorized signer on joint accounts. Joint accounts using the same Access Identification will be identified as one service.

**Governing Law**

Except to the extent governed by federal law this Agreement will be governed by the laws of the State of Ohio and the parties hereby submit to the jurisdiction of the state and federal courts of the State of Ohio.