

ONLINE BANKING AND BILL PAYMENT AGREEMENT

Effective Date: March 9, 2011

The Guernsey Bank
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1. Introduction

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

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at The Guernsey Bank using the Online Banking and Bill Payment Service. The first time you access your accounts through the Online Banking and Bill Payment Service, you agree to be bound by the terms and conditions of this Online Banking and Bill Payment Agreement and acknowledge its receipt and your understanding of its terms.

2. Scope of this Agreement

This Agreement between you and The Guernsey Bank, 547 North High Street, Worthington, Ohio 43085; governs your use of our Online Banking and Bill Payment Service (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 computer and the Internet.

3. Accepting the Agreement

After you have carefully read this Agreement in its entirety and the linked Privacy Notice, you will be asked to consent to (accept) the terms and conditions of this Agreement.

You should print and/or save a copy of this Agreement for your records. You can use the print button below or your browser to print this document. You can also use your browser to save a copy of this document on your hard drive.

If you are a Consumer, you may enroll via the Internet. If you enroll via the Internet, The Guernsey Bank will send you a confirmation letter within seven (7) business days by U.S. Mail to confirm your identity prior to account activation in the Online Banking and Bill Payment Service. You may begin using the Online Banking and Bill Payment Service only after you return the confirmation letter to the Bank and we process your request. For this reason, we suggest that you visit our offices to enroll in the Online Banking and Bill Payment Services or contact us at (614) 854-0400 for alternate instructions for submitting the signed disclosure form. Please note that Business Customer's must enroll by visiting our offices and may not enroll via the Internet.

If you need help printing or saving this document, or if you have any questions about this Agreement, please contact our Customer Service Department. Our contact information is listed at the top of this Agreement. You can obtain a paper copy of this Agreement at any time.

WHEN YOU CLICK ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING BELOW, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT AND YOU UNDERSTAND THAT YOU CAN PRINT A COPY AND/OR SAVE IT TO YOUR HARD DRIVE.

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 BUTTON BELOW. YOU CAN STILL ENROLL FOR THE SERVICE AT A LATER TIME IN PERSON OR BY U. S. MAIL.

4. Definitions

Agreement - means the terms and conditions of the Online Banking and Bill Payment Service.

you or your – Refers to the legal owner, administrator, authorized representative, authorized signer, co-maker, co-signer, custodian, executor, grantor, guardian, guarantor, power of attorney, representative payee, or trustee of the Eligible Account and person(s) subscribing to or using the Service who have signed an Online Banking and Bill Payment Application Form or are otherwise authorized to use the Service.

we, us, or our - Refers to The Guernsey Bank and any agent, independent contractor, Service Provider, licensor, designee, or assignee The Guernsey Bank may involve in the provision of Online Banking and/or Bill Payment Services.

Access Identification Code or Access ID – a unique and exclusive alpha-numeric code which serves to identify you when using the Online Banking and Bill Payment Service.

Billing Account - is the checking account from which all Bill Payment Service and/or Online Banking Service fees will be automatically debited.

Bill Payment Account - is the checking account from which Bill Payments will be debited.

Bill Payment Service - means the Bill Payment Service offered by The Guernsey Bank, through our Bill Payment Service Provider, which permits you to make one-time or recurring payments from your checking account to Payees you have designated.

Bill Payment Service Provider – refers to the contractor or provider of our bill pay services.

Bill Payment Business Day - is every Monday through Friday, excluding Federal Reserve holidays.

Business Day – is every Monday through Friday, excluding Federal Reserve holidays. Account transfers are processed on all Business Days that the Federal Reserve is open for business.

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 transfers is based on our Business Days and the Eastern Time (ET). For posting purposes, all transfers which you complete between your Guernsey Bank accounts before 7:00 PM ET on that Business day, we will process and complete Monday through Friday on that same Business Day, except Federal holidays. Account transfers which you complete between your Guernsey Bank accounts after 7:00 PM ET Monday through Friday will be processed on the following Business Day. The Bill Payment cut-off time is 4:00 PM ET. Please note that Business Day Cutoff times for certain Commercial Cash Management features, including, but not limited to Automated Clearing House file submission, Wire Transfer Message Requests, and Cash Ordering are different and are defined in the separate Commercial Cash Management Addendum.

Consumer – Refers to a natural person who owns an Eligible Account at The Guernsey Bank with respect to which the Service is used primarily for personal, family, or household purposes.

Due Date - is the date reflected on your Payee statement for which a bill payment is due. It is not the late date or grace period.

Electronic Funds Transfer (EFT) – Refers to any transfer of funds initiated through the Service, such as a bill payment or account transfer. If we authorize your Eligible Account(s) for EFTs through the Service, you have certain rights and responsibilities under the Electronic Funds Transfer Act (Reg E) which are further detailed in Section 27 of this Agreement.

Eligible Accounts – An Eligible Account means any one of your account(s) to which we may allow access via the Online Banking or Bill Payment Service under this Agreement.

To enable our Online Banking Service, you must have an existing Demand Deposit, Money Market or Savings account relationship with us.

To enable our Bill Payment Service, you must have an existing Online Banking Service account relationship with us. Only Checking and NOW accounts are eligible for Bill Payment Service privileges.

If you want to initiate Bill Payment transfers to an External Payee from an Eligible Account through the Service, or if you want to initiate a transfer request from one Eligible Account to another Eligible Account at The Guernsey Bank through the Service, you will need the required withdrawal authority over the Eligible Account in order to complete the transaction.

When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

Once you have enrolled in our Online Banking System, any accounts opened with The Guernsey Bank thereafter will be available in the Online Banking System, unless you specifically request otherwise.

We may make additional accounts available for the Bill Payment Service from time to time as allowed by law or our Bill Payment Service Provider.

Financial Institution or Institution – refers to The Guernsey Bank.

Joint Accounts - If the accounts added to the Online Banking or Bill Payment Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Passcode are authorized unless we have been notified to cancel the Service. Transaction history is maintained for each Access ID.

Online Banking Service - means the Online Banking Service offered by The Guernsey Bank, through our Online Banking Service Provider, which permits our customers to perform a number of banking functions to Eligible Accounts linked to the Service through the use of a personal computer and the Internet.

Online Banking Service Provider – refers to the contractor or provider of our Online Banking services, currently Certegy E-Banking Services, Inc.

On-line Financial Services – refers to the banking functions and services which are electronically provided to you upon accessing the Online Banking and Bill Payment Service such as, but not limited to, balance inquiry capability and account transfer capability.

Overnight Payment - allows payments to be sent overnight. The payments are sent by check through an expedited delivery service. Payments made after 12:00 P.M. EST will be processed the following business day. The charge for each overnight

payment request will be the current charge for such service as set forth in the Bank's applicable fee schedule. The Bill Payment Service Provider and The Guernsey Bank will not be responsible for any late payment related charges should a payment post after its Due Date due to circumstances beyond the control of the Bill Payment Service Provider or The Guernsey Bank.

Passcode – A unique alpha-numeric secret password which you use to gain access to the Online Banking and Bill Payment system in conjunction with your Access ID.

Payee and/or External Payee - is the person or entity to which you wish a Bill Payment to be directed, as the case may be, and may include merchants, other financial institutions or individuals and it means anyone, including The Guernsey Bank, you designate and to whom The Guernsey Bank agrees to deliver a Bill Payment.

Payment Instruction - is the information provided by you to the Bill Pay Service for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

Scheduled Payment - is a payment that has been scheduled through the Bill Payment Service but has not begun processing.

Scheduled Payment Date - is the day you want your Payee to receive your bill payment, unless the Scheduled Payment Date falls on a non-Bill Pay Business Day in which case it will be considered to be the previous Bill Pay Business Day.

Service Hours and Accessibility – You can usually access On-line Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking or On-line Financial Services may not be available due to system maintenance or reasons beyond The Guernsey Bank's control. The Guernsey Bank does not warrant that the Online Banking and Bill Payment Service will be available at all times. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Service or certain features.

When unavailable, you agree to use alternate methods to conduct your transactions; including but not limited to: using an automated teller machine ("ATM"), or calling our office to conduct your transactions. An Online Banking Service transaction initiated prior to 7:00 PM Eastern Time (ET) on a banking day is posted to your account the same day. All Online Banking Service transfers completed after 7:00 PM Eastern Time (ET), or on a non-banking day, will be posted the following banking day. The Bill Payment cut-off time is 4:00 PM.

Service Provider - includes any agent, licensor, independent contractor or subcontractor The Guernsey Bank may involve in the provision of Online Banking and Bill Payment Services.

5. Featured Online Banking and Bill Payment Banking Services

(A) Online Banking Service – Features

The Online Banking Service currently offers the following features to you by allowing you to:

- Access balance information and posted activity on Eligible Accounts enrolled in Online Banking;
- Initiate Electronic Fund Transfer Requests to transfer funds to and from eligible deposit accounts at The Guernsey Bank. In addition, if a hold is placed on any funds deposited in an Eligible Account, you may not transfer the portion of funds being held until that hold expires);
- Initiate Electronic Fund Transfer Requests to make payments to certain loan accounts at The Guernsey Bank from your eligible deposit accounts at The Guernsey Bank.
- Transmit secure electronic messages to us via the Service's Secure Message system. (NOTE: The Bank is not responsible for any error in or delay of any electronic message, and the Bank does not warrant that any electronic message will be received or reviewed by the appropriate person or responded to in any particular manner.)
- Initiate a Stop Payment order on checks that you have written.
- Review recent Loan Account activity, including payment information, current interest rate and current principal.
- Review recent Deposit Account activity, including checks and deposits, in a transaction summary and review all paid items on a daily basis.
- View reports prepared from account activity data on designated Accounts.
- Perform transaction downloads into Microsoft® Money.
- Download account data in order to perform external analysis on certain account information using spreadsheet software.
- Create e-mail notifications which will alert you when the balance(s) in your Eligible Account(s) reach a dollar threshold which you set. The e-mail notifications will be transmitted to the e-mail address you provide us.
- Allows you, if you are a Business Customer, to perform Secure File Transfers of Automated Clearinghouse (ACH) files to us if we have agreed to allow such transfers and have executed a separate ACH Agreement.
- Allows you, if you are a Business Customer, to send Secure Wire Transfer Messages to us if we have agreed to allow such messages and have executed a separate Wire Transfer Agreement.

(B) Bill Payment Service – Features

Bill Payment Service is an optional service, which you can request during the Online Banking Service enrollment process. You must be actively enrolled in the Online Banking Service in order to enroll in and utilize the Bill Payment Services. If you opt not to enroll in the Bill Payment Services, you may add Bill Payment Services at a later time by contacting our Customer Service Department. Bill Pay customers have the ability to:

- Initiate single Bill Payment transfers from Eligible Deposit Accounts at The Guernsey Bank to External Payees (such as merchants, other financial institutions or individuals) with a U.S. address in accordance with and subject to the terms and conditions set forth in this Agreement.
- Make recurring Bill Payment transfers from Eligible Deposit Accounts at The Guernsey Bank to External Payees with a U.S. address you have designated to receive ongoing payments of the same amount.
- Cancel, reschedule or stop payment of Scheduled Bill Payments (however, once payment is mailed/transmitted, you may not place a stop payment on the check).
- Review bill payment history.

We may add or remove certain features and/or functionality available from time to time.

6. Fees

(A) **There is no monthly fee charged for accessing the Personal or Small Business Online Banking or Bill Payment Service.**

(B) **Commercial Cash Management** – See the separate Commercial Cash Management Fee Disclosure for our current fees. This product is only available to Business Customers.

(C) **Additional Charges for Customer requested Services and Other Items**

These charges will only be assessed if you request one or more of the services listed here. There will be no charge for any item if it is needed to correct a Guernsey Bank error. **THESE CHARGES WILL BE ASSESSED IN ADDITION TO THE ACCOUNT FEES THAT ARE DISCLOSED IN YOUR DEPOSIT ACCOUNT AGREEMENT WITH US.**

•Return Bill Payment Check due to Subscriber Error.....	\$	5.00
•Bill Payment Check Copy Mailed or Faxed to Subscriber ...	\$	5.00
•Bill Payment Check Copy Mailed to Merchant	\$	7.00
•Bill Payment Return ACH items due to Subscriber Error.....	\$	10.00
•Overnight Carrier Delivery Charge per Bill Payment item.....	\$	20.00
•Special/Custom Bill Payment Report Charge	\$	25.00
•Research Fee for Bill Payment items over 8 months old	\$	25.00
•Bill Payment Stop Payment.....	\$	25.00

The Guernsey Bank reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

BILL PAYMENT PRIVILEGES ARE SUBJECT TO ADDITIONAL PENALTIES FOR INSUFFICIENT FUNDS, WHICH ARE DETAILED BELOW IN SECTION 28.

You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

7. Requirements for Enrolling in the Online Banking Service and Bill Payment Service

(A) Online Banking Service – Enrollment Requirements

In order to enroll in the Online Banking Service you must:

- Have an existing deposit account relationship which qualifies as an Eligible Account for enrollment in the Online Banking Service. The accounts which currently qualify as Eligible Accounts are;
 - Personal and/or Business Checking
 - Personal and/or Business Money Market
 - Personal and/or Business Market Index
 - Personal and/or Business Passbook Savings
 - Personal and/or Business Direct Plus Savings
 - Personal and/or Sole Proprietor and/or Non-Profit Interest Checking
- Have an Eligible Account with us which is in good standing;
- Be a legal owner, administrator, authorized representative, authorized signer, co-maker, co-signer, custodian, executor, grantor, guardian, guarantor, power of attorney, or trustee of the Eligible Account registered for the Service;
- Be 18 years of age or older;
- Be a resident of the United States or its possessions;
- Have an Online Banking Access ID;
- Have an Online Banking Passcode;

PRIOR TO ENROLLING IN THE ONLINE BANKING 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. YOU WILL NEED THE FOLLOWING:

- A personal computer with a modem or network interface card;
- An external e-mail address;
- Internet Access from an Internet Service Provider;

- Access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures;
- One of the following Internet browsers that can support SSL, 128-bit data encryption:
 - Windows Internet Explorer 5.0 through 6.0 Service Pack 1 (SP1), or;
 - Netscape 6.1 through 7.1.

(B) Bill Payment Service – Enrollment Requirements

In order to enroll in the Bill Payment Service you must:

- Be enrolled in and meet the corresponding requirements for the Online Banking Service;
- Have an Eligible Bill Payment Account with The Guernsey Bank. The accounts which currently qualify as Eligible Bill Payment Accounts are:
 - Personal and/or Business Checking Accounts
 - Personal and/or Sole Proprietor and/or Non-Profit Interest Checking Accounts
- You must be a legal owner, administrator, authorized representative, authorized signer, custodian, executor, grantor, guardian, power of attorney, or trustee of the Eligible Bill Payment Account registered for the Service.

Access to the Online Banking Service and Bill Pay Services is only supported when using Windows Internet Explorer 5.0 through 6.0 Service Pack 1 (SP1), or; Netscape 6.1 through 7.1. The Guernsey Bank does not guarantee that other available Internet Browsers will be compatible with the Online Banking Service or the Bill Payment Service.

If you use a non-compatible Internet Browser, The Guernsey Bank is not responsible for providing support for such browsers. If you use a non-compatible Internet Browser, you agree to use one that can support SSL, 128-bit data encryption.

For security purposes, you should use the most current versions of Internet browsers.

The Guernsey Bank reserves the right to change hardware or software requirements. 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 notify you of these changes 30 days in advance and provide you an opportunity to cancel the Service and/or change your method of receiving disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees.

8. Equipment Maintenance

Virus Protection: We are not responsible for any electronic viruses that you may encounter while using the Online Financial Services. You should routinely scan your computer and diskettes using a reliable virus detection product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Anti-Spyware Protection: We are not responsible for any malicious software that you may encounter while using the Online Financial Services. You should utilize Anti-spyware software licensed from a reputable vendor to monitor and routinely scan your computer for malicious software. If malicious software is installed on your personal computer, its presence may result in the loss or theft of any confidential personal and/or financial information which you store on that computer.

Firewalls: You should also utilize a firewall, (hardware and/or software) especially if you have a broadband Internet connection such as DSL or cable modem.

Patches: You should update your operating system and browser for critical security related patches when they are released by the software vendor. Microsoft updates and patches can be found at:

<http://v5.windowsupdate.microsoft.com/v5consumer/default.aspx?ln=en-us>

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS, AND OPERATION OF YOUR COMPUTER, COMPUTER NETWORK AND SOFTWARE. THIS FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, DELETIONS, OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER, COMPUTER NETWORK OR SOFTWARE, NOR WILL WE BE RESPONSIBLE FOR ANY COMPUTER VIRUS THAT AFFECTS YOUR COMPUTER, COMPUTER NETWORK OR SOFTWARE WHILE USING OUR SERVICE.

WITH YOUR ACCEPTANCE BELOW AND YOUR USE OF THE SERVICE, YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL COSTS, EXPENSES, OR ANY DAMAGES WHATSOEVER (INCLUDING LOST SAVINGS OR PROFIT, LOST DATA, BUSINESS INTERRUPTION, OR ATTORNEY'S FEES) RESULTING FROM ANY ERRORS OR FAILURES FROM ANY MALFUNCTION OF YOUR COMPUTER OR ANY VIRUS OR COMPUTER PROBLEMS THAT YOU MAY ENCOUNTER RELATED TO THE USE OF THE SERVICE.

9. Electronic Disclosures

In the future, we may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described above in Section 7.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT ONLINE BANKING SERVICE AND BILL PAYMENT RELATED DISCLOSURES IN AN ELECTRONIC FORMAT, AT SUCH TIME AS THEY ARE OFFERED. YOU ALSO

AGREE THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

When Electronic Disclosures are offered to you, you may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us at:

Phone: (614) 854-0400

In addition, you can request paper copies of documents through the Bill Payment Service. Additional fees for paper copies 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.

If you register for the Online Banking and Bill Payment Service via the Internet, we will send you a confirmation notice and enrollment packet by US Postal mail within seven (7) business days of our receipt of your enrollment. You must confirm your e-mail address and your acceptance of the **ONLINE BANKING AND BILL PAYMENT AGREEMENT** by providing us with a signed copy of the **ONLINE BANKING AND BILL PAYMENT APPLICATION FORM**. Alternately, we may ask you to print the **ONLINE BANKING AND BILL PAYMENT APPLICATION FORM** and provide us with a signed copy of same.

10. Enrollment Process

You must complete the enrollment process to use the Online Banking and Bill Payment Services. You must currently own or be authorized to access an existing deposit account which meets all of the requirements listed in Section 7 of this agreement. If you do not currently hold a deposit account with us, please call or visit us so we may discuss your banking needs.

Please note that Business Customers are required to visit our offices to enroll.

If you are a Consumer, you may enroll in the Online Banking and Bill Payment Service using one of three methods. In each instance, we must receive a copy of the **ONLINE BANKING AND BILL PAYMENT APPLICATION FORM** with your signature in order to process your enrollment request. Additional documents may be required as described below:

To submit your enrollment request for the Online Banking and Bill Payment Service:

- **You may visit any of our offices.** When you visit us; you will meet with one of our Customer Service Representatives. During the enrollment visit you will:
 - Provide us with your identification;
 - Review your current information with us and provide any required new information (such as e-mail address);
 - Review the **ONLINE BANKING AND BILL PAYMENT AGREEMENT** available on our website;
 - Confirm you enrollment choices by completing the **ONLINE BANKING AND BILL PAYMENT APPLICATION FORM** and signing it;
 - Complete and submit the **Online Enrollment Form** available at our Online Banking Log-In web page;
 - Review the features of the Online Banking and Bill Payment Service with our Customer Service Representative;
 - Receive notification when your Online Banking account has been activated;
 - Begin Online Banking
- **You may enroll by telephone.** When you call us; you will speak with one of our Customer Service Representatives. When using the telephone enrollment process you will:
 - Provide us with proof of your identity
 - Review your current information with us and provide any required new information (such as e-mail address);
 - Print the **ONLINE BANKING AND BILL PAYMENT AGREEMENT** from our web site and review it;
 - Confirm you enrollment choices by completing the **ONLINE BANKING AND BILL PAYMENT APPLICATION FORM** available on our website, print it, sign it, and send it to us by Facsimile (fax) or U.S. Postal Mail;
 - Complete and submit the **Online Enrollment Form** available at our Online Banking Log-In web page;
 - Call us at (614) 854-0400 to confirm your **ONLINE BANKING AND BILL PAYMENT APPLICATION FORM** and review the features of the Online Banking and Bill Payment Service with our Customer Service Representative;
 - Receive notification when your Online Banking account has been activated;
 - Begin Online Banking
- **You may submit your enrollment request online.** If you chose to submit your enrollment request online and you do not call or visit our offices, we will follow security and confirmation procedures which may delay your enrollment. Therefore, to expedite your enrollment in the Online Banking and Bill Payment Service, we strongly suggest that you visit our offices or call us at (614) 854-0400 to enroll. When using the Online enrollment process you will:
 - Complete and submit the **Online Enrollment Form** available at our Online Banking Log-In web page;
 - Receive a confirmation letter and enrollment packet we will mail you by US Postal mail within seven (7) business days of receipt of your **Online Enrollment Form**;
 - Review the **ONLINE BANKING AND BILL PAYMENT AGREEMENT** included in the enrollment packet.
 - Confirm you enrollment choices by completing the **ONLINE BANKING AND BILL PAYMENT APPLICATION FORM**;
 - Send us signed copies of the **ONLINE BANKING AND BILL PAYMENT APPLICATION FORM** by Facsimile (fax) or U.S. Postal Mail;
 - Receive notification when your Online Banking account has been activated;
 - Begin Online Banking

You will access the Bill Payment Service using your Online Banking Service Access ID and Passcode during the enrollment process.

When you enroll for the Service, you agree to provide true and accurate enrollment information. Our Internet Banking department will verify the information you submit for accuracy and proper authorizations.

11. Signature Requirements

When any transfer or payment initiated through the Online Banking and Bill Payment Service generates items to be charged to your Eligible Account(s), you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

12. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance may also 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 between accounts you hold at The Guernsey Bank must be made before the Business Day Cut-off time of 7:00 PM ET Monday through Friday to be effective the same Business Day. The Bill Payment cut-off time is 4:00 PM ET.

The balances within the Online Banking Service are updated periodically and the system will display the most current balance as the "Available Balance" on the "Accounts Summary" page. There may be situations that cause a delay in an update of your balances. The Guernsey Bank will use the most current balance available at the time of a Scheduled Bill Payment or Scheduled Transfer to determine our approval for account transfers.

13. Bill Payment Transfer Limitations and Transfer Limitations Between Accounts at this Institution

You may use the Online Banking and Bill Payment Service to initiate transfers between your accounts at The Guernsey Bank or to initiate Bill Payment transfers to External Payees using your Eligible Account(s).

For Online Banking transfers you initiate between accounts held at The Guernsey Bank, current Federal regulations restrict the number of transactions you can make from certain types of accounts, such as Money Market and Savings accounts. For these types of accounts, you may not make more than six (6) pre-authorized EFTs, which include computer initiated transfers, telephone transfers, checks, and point-of-sale transactions during a given monthly statement period. Transfers between your accounts at The Guernsey Bank which are authorized by personal computer through the Online Banking Service are counted toward the six permitted monthly transfers. Therefore, if you exceed the maximum allowed number of transfers or debits allowed by law from a Savings, or Money Market Account, we will take steps we reasonably believe necessary to ensure future compliance with Account limits as permitted by your separate deposit account agreement with us.

For Bill Payment transfers, Federal regulations currently place no limits on the number of transfers or bill payments from your Checking accounts, therefore The Guernsey Bank currently limits eligible Bill Payment Accounts to only Checking Accounts or NOW accounts.

14. Canceling or Changing Scheduled Transfers Between Accounts at this Institution

You may use the Online Banking Service to transfer funds between your accounts at The Guernsey Bank.

If you wish, you may cancel a Scheduled Transfer after it has been entered into the system AND before the transfer has been processed by the Online Banking Service. This means that you may delete any Scheduled Transfer that is still "pending", prior to transfer processing. Although you cannot cancel a Scheduled Transfer after the transfer has been processed; you may schedule another transfer to reverse the previous one performed.

In order to cancel a pending Scheduled Transfer that has not been processed, use the following procedures:

1. Log in to the Online Banking Service and navigate to the Schedule Transfers menu;
2. You may cancel a Scheduled Transfer (future dated/recurring) transfer anytime before 7:00 PM ET one (1) business day prior to the Scheduled Transfer, and;
3. To cancel the Scheduled Transfer you must delete the transfer.

For assistance, you can send us a Secure Message through the Online Banking Service or call any of our branch locations.

15. Other Features Available via the Online Banking Service

(A) Secure Message Delivery Services and Secure File Delivery Services

Additional features which are available to you within the Online Banking Service include Secure Message delivery for permitting secure communication from you to us. The submission of such requests, including general communications or general requests, will generate a secure message to The Guernsey Bank. The Secure File transfer feature within the Service provides a means for you to forward files to The Guernsey Bank in a secure manner. Generally, requests received through the Secure Message and/or Secure File feature of the Online Banking Service will be processed within one (1) to two (2) Business Days.

The Online Banking Service Provider will use its best efforts to deliver any Secure Message and/or File which you transmit to us. The Guernsey Bank will use its best efforts to provide a prompt response to any Secure Message and/or File which you send to us. However, neither the Online Banking Service Provider nor The Guernsey Bank are responsible for any error in or delay of any electronic message, and The Guernsey Bank does not warrant that any electronic message will be received or reviewed by the appropriate person or responded to in any particular manner.

16. Bill Payment Terms and Conditions

(A) Bill Payment Term Conditions

This is your bill pay agreement with The Guernsey Bank. You may use The Guernsey Bank's Bill Payment Service, Bill Pay, to direct The Guernsey Bank to make payments from your designated checking account to the Payee(s) you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

Payee or External Payee is the person or entity to which you wish a Bill Payment to be directed, as the case may be, and may include merchants, other financial institutions or individuals and it means anyone, including The Guernsey Bank, you designate and to whom The Guernsey Bank agrees to deliver a Bill Payment.

(B) How To Set Up Payees/Payments

When you sign onto the bill pay system you will establish your list of Payees by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Payee but only if they are on your authorized list of Payees. If the Payee is not set up for electronic payments, the Service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. The Guernsey Bank and/or the Bill Payment Service Provider reserve the right to refuse the designation of a Payee for any reason. The Guernsey Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

(C) Bill Payment Scheduling

The Guernsey Bank will process payments on the business day (generally Monday through Friday, except Federal banking holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by The Guernsey Bank. Bill Payment requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. The Guernsey Bank reserves its right to change the cut-off time by giving you notice if it changes.

Bill Payment transactions require six (6) Bill Payment Business Days for processing after the Scheduled Bill Payment request is entered into the Service. Therefore, you should schedule payments by 4:00 PM Eastern Time at least six (6) Bill Payment Business Days prior to the actual Due Date reflected on your Payee statement. **YOU MUST ALLOW AT LEAST SIX (6) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT TO REACH THE PAYEE. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE PAYMENTS).**

If the actual Due Date reflected on your Payee statement falls on a non-business day, you must select a Scheduled Bill Payment Date that is at least one (1) Bill Payment Business Day before the actual Due Date established by the Payee. Scheduled Payment Dates should be prior to any late date or grace period established by the Payee.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO BE ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

Due to circumstances beyond our control, some Payees take longer to post payments than others. We suggest sending your first payment nine (9) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Payee.

(D) Inability to Complete Bill Payment Request

The Bill Payment Service will incur no liability if the Bill Payment Service is unable to complete any Bill Payment request you have initiated if any of the following reasons exist:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Payee upon initiation of the payment; and/or;
2. Circumstances beyond the control of the Bill Payment Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Payment Service has taken reasonable precautions to avoid those circumstances;
3. The payment-processing center is not working properly and you know or have been advised by the Bill Payment Service about the malfunction before you execute the transaction.

(E) Bill Payment Account

You agree to have available and collected funds on deposit in the Bill Payment Account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to The Guernsey Bank. The Guernsey Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and The Guernsey Bank has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree The Guernsey Bank, at its option, may charge any of your accounts with The Guernsey Bank to cover such payment obligations.

(F) Bill Payment Service Delays

Due to circumstances beyond the control of the Bill Payment Service Provider or The Guernsey Bank, particularly delays in handling and posting payments by Payees or other financial institutions, some transactions may take longer to be credited to your account with the Payee. The Bill Payment Service Provider and The Guernsey Bank will not be responsible for any late payment related charges should a payment post after its Due Date due to circumstances beyond the control of the Bill Payment Service Provider or The Guernsey Bank.

(G) Payment Authorization and Payment Remittance

By providing the Bill Payment Service with names and account information of Payees to whom you wish to direct payments, you authorize The Guernsey Bank and the Bill Payment Service Provider to follow the Payment Instructions that are received through the payment system. In order to process payments more efficiently and effectively, our Bill Payment Service Provider may edit or alter payment data or data formats in accordance with Payee directives.

When the Bill Payment Service receives a Payment Instruction, you authorize The Guernsey Bank and our Bill Payment Service Provider to debit your Bill Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize The Guernsey Bank and our Bill Payment Service Provider to credit your Bill Payment Account for payments returned to the Bill Payment Service by the United States Postal Service or Payee.

17. Bill Payment Methods

The Bill Payment Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment or a check draft payment.

18. Bill Payment Cancellation Requests

You may cancel or edit a Scheduled Bill Payment after it has been entered into the system AND before the Bill Payment has been released for payment by the Bill Payment Service. This means that you may edit or delete any Scheduled Bill Payment that is still "pending", prior to payment processing. You cannot cancel or edit a Scheduled Bill Payment after it has been processed and the payment has been released to the Payee. Once the Service has begun processing the Bill Payment, it cannot be cancelled or edited, therefore a Stop Payment request must be submitted, as described in the following section.

Any pending Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time of 4:00 PM ET six (6) Bill Payment Business Days prior to the business day the Bill Payment is going to be processed and released for payment. In order to cancel or change a pending Bill Payment transfer that has not been submitted for processing, use the following procedures:

1. Log-in to the Service to make edits to pending Bill Payment transfers;
2. You may edit a Scheduled Bill Payment (future dated/recurring) transfer anytime before 4:00 PM ET six (6) business days prior to the Scheduled Bill Payment transfer, and;
3. You may change the Scheduled Bill Payment transfer amount to \$0.00, or;
4. You may delete the Scheduled Bill Payment transfer.

For assistance, you can send us a Secure Message through the Online Banking Service or call the bank at (614) 854-0400. For urgent Bill Payment requests, we recommend that you contact our Customer Service Department by telephone during the Online Banking customer service hours posted on our web site.

If you need our assistance when making edits to recurring/future dated Bill Payments; you can send us a Secure Message through the Online Banking Service or you may call us; however, we must receive your request six (6) Bill Payment Business Days or more before the transaction is scheduled for processing.

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described below.

19. Bill Payment Stop Payment Requests

The Service's ability to process a stop payment on a bill pay request will depend on the payment method and whether or not a check has cleared. We may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any bill payment that has already been processed, you must contact the bank at (614) 854-0400 with your Stop Payment request.

Although we will make every effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your stop payment request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

20. Prohibited Bill Payments

Payments to Payees outside of the United States or its territories are prohibited through the Service. Tax payments and court ordered payments are prohibited through the Service. Payments to any person, business, group, vessel or foreign government that appear on any U.S. government list of sanctioned entities are prohibited through the Service. You acknowledge that if you schedule such payments, The Guernsey Bank and/or the Bill Payment Service Provider may disregard your Bill Payment instructions and refuse to perform the requested Bill Payment. You agree that the Bill Payment Service Provider and/or The Guernsey Bank have no liability whatsoever as it applies to any late payment related charges when these types of payments are scheduled and/or processed by the Service.

21. Exception Bill Payments

Although tax payments and court ordered payments are prohibited by the terms of this agreement, it is possible to schedule them through the Service. You acknowledge that such payments are prohibited by the terms of this agreement, and that if you do elect to schedule a tax payment or court ordered payment, they will be treated as an Exception Bill Payment. Exception Bill Payments are scheduled at your own risk. In no event shall The Guernsey Bank or its Service Provider(s) be liable for any claims or damages which may result if you schedule these types of payments. You agree that the Bill Payment Service Provider and/or The Guernsey Bank have no obligation to research or resolve any claim resulting from an exception payment. You agree that the Bill Payment Service Provider and/or The Guernsey Bank have no liability whatsoever as it applies to any late payment related charges when these types of payments are scheduled and/or processed by the Service. All research and resolution for any misapplied, mis-posted or misdirected exception payments will be your sole responsibility.

22. Payee Limitation

We reserve the right to refuse to pay any Payee to whom you may direct a payment. The Guernsey Bank will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

23. Returned Payments

In using the Bill Payment Service, you understand that Payees and/or the United States Postal Service may return payments to our Bill Payment Service Provider for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. Our Bill Payment Service Provider will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Bill Payment Account. You may receive notification from the Bill Payment Service when this occurs.

24. Electronic Delivery of Account Alerts and E-mail

You may create an electronic notification called an Account Alert. Once you create an Account Alert, it is automatically sent to you via e-mail when the balance(s) in your account(s) reach a dollar threshold which you set. The notifications will be transmitted to the e-mail address you provide us. It is your sole responsibility to provide us with a valid e-mail address and to ensure that the e-mail address information is accurate. It is your sole responsibility to notify us of any changes to an e-mail address you have previously established with us. We may require you to provide us with written notice of any changes to your e-mail address within fourteen (14) days of any verbal communication to us.

In addition, if you elect to activate one of the Online Banking Service's e-mail notification alert options, you also agree to the following:

(A) Account Alerts - Disclaimer of Electronic Notification

Our Online Banking Service Provider will use its best efforts to promptly deliver all Account Alerts to the e-mail address you designate. However, Account Alerts are delivered using the Internet and unreliable e-mail protocols, and you acknowledge that such electronic transmissions are not guaranteed. Therefore, neither The Guernsey Bank nor the Online Banking Service Provider are responsible for any error in or delay of any electronic e-mail message. Additionally, neither The Guernsey Bank nor the Online Banking Service Provider warrants that any electronic e-mail message will be transmitted in any particular manner. You agree that you are responsible for determining when the balance(s) of your account(s) change by using other available methods for ascertaining your balance, such as by reviewing your periodic statement, by periodically logging-on to the Online Banking Service or by phone inquiry to our offices. Because the delivery of Account Alerts is subject to potential failure, you agree to periodically use alternate methods to ascertain the balances in the accounts for which you have created Account Alerts.

(B) Cancellation of Electronic Notification of Account Alerts

The Online Banking Service Provider and The Guernsey Bank reserve the right to cancel the electronic delivery of Account Alerts at any time. You may also cancel the electronic delivery of Account Alerts at any time by editing any Account Alert which you have previously created.

(C) No Liability for Non-Delivery of Electronic Notice of Account Alerts

You agree to hold harmless both the Online Banking Service Provider and The Guernsey Bank should the Online Banking Service Provider fail to deliver the electronic notification of your Account Alerts.

(D) Electronic Mail

Sending E-mail is a very good way to communicate with The Guernsey Bank regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to The Guernsey Bank. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. The Guernsey Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

25. Information Authorization

Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. You agree that our Bill Payment Service Provider reserves the right to obtain financial information regarding your account from a Payee

or from The Guernsey Bank (for example, by requesting information from a Payee or The Guernsey Bank to resolve payment posting problems or for verification of your account information). However, the Bill Payment Service Provider will only request the information which is necessary to complete your Bill Payment request in accordance with your instructions.

26. Exclusions of Damages and Warranties

(A) No Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to your instructions or our Agreement with you, you agree that The Guernsey Bank and its suppliers will not be liable for your losses or damages. Specifically, we will not complete the requested transactions and we will not be liable for damages, when circumstances such as, but not limited to, those described below exist:

1. If, through no fault of ours, your Eligible Account or Bill Payment Account does not contain sufficient funds to complete the transaction;
2. Your Eligible Account or Bill Payment Account(s) is closed or is frozen;
3. The transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts in your Eligible Account or Bill Payment Account;
4. You, or anyone you allow, commits fraud or violates any law or regulation in connection with the Online Banking and Bill Payment Service or On-line Financial Services;
5. The Online Banking Service and/or Bill Payment Service is not working properly including any electronic terminal, telecommunication device, or part of the electronic funds transfer system;
6. You knew or were told that the Online Banking Service and/or Bill Payment Service were not operating properly at the time you initiated the transaction or payment;
7. You have not provided the Online Banking Service or Bill Payment Service with complete and correct payment or transaction information, including but not limited to incorrect account information, Bill Payment Account information, or the incorrect name, address, phone number, or account information for the Payee;
8. There is a postal delay;
9. Circumstances beyond our control or beyond the control of the Online Banking Service and/or Bill Payment Service (such as, but not limited to, fire, flood, improper transmission or handling by a third party, or interference from an outside force) prevent, hinder or delay the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances;
10. If your computer, software, telecommunication lines or other equipment were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer or bill payment;
11. It can be shown that the payee received the bill payment within the normal delivery time frame and failed to process the payment through no fault of ours;
12. We have reason to believe that a transaction request may not be authorized by you or any third party whose authorization we believe is necessary;
13. The payment request involves funds subject to hold, dispute, restriction, or legal process we believe prevents their withdrawal;
14. The Bill Payment request is a Prohibited Bill Payment or an Exception Bill Payment.

If the Online Banking Service or Bill Payment Service is unable to complete any transaction initiated by you because of the existence of any one or more of the foregoing circumstances, The Guernsey Bank and/or the Bill Payment Service Provider and/or the Online Banking Service Provider shall be entitled to reverse/rescind your transfer(s), or your scheduled transfer(s) or your Scheduled Bill Payment(s) and to disregard your transfer instruction(s) or Bill Payment Instruction(s) for as long as the condition exists.

Provided none of the foregoing exceptions are applicable, if the Online Banking or Bill Payment Service causes an incorrect amount of funds to be removed from your Eligible Account(s) or Bill Payment Account(s), or causes funds from your Eligible Account(s) or Bill Payment Account(s) to be directed to a Payee which does not comply with your Payment Instructions, your sole remedy shall be to accept the assistance of The Guernsey Bank who will instruct the Online Banking and Bill Payment Provider to return the improperly transferred funds to your Eligible Accounts or Bill Payment Account(s), and/or direct payment to the proper Payee for any previously misdirected transactions.

(B) Exclusions of Damages and Warranties

In addition to the terms previously disclosed, The Guernsey Bank is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking and Bill Payment Service or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by The Guernsey Bank or one of its suppliers. In addition, The Guernsey Bank disclaims any responsibility for any electronic virus(es) you may encounter after installation of such software or use of Online Banking and Bill Payment Service or the On-line Financial Services. Without limiting the foregoing, neither The Guernsey Bank nor its suppliers shall be liable for any:

1. Failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or
2. The loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network.

The Guernsey Bank and its suppliers provide Online Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction.

If you choose to use Online Banking and/or the On-line Financial Services, you do so upon your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither The Guernsey Bank nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking and Bill Payment Service, the On-line Financial Services, or contained in any third party sites linked to or from The Guernsey Bank's web site.

INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" 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.

27. Electronic Funds Transfer (Reg E) Disclosures

This section applies to Consumer accounts only. Please read the following Electronic Funds Transfer disclosures carefully. You should print a copy of this information for future reference.

(A) Your Liability for Unauthorized Transfers

Tell us **AT ONCE** if you believe your Access ID or Passcode has been lost or stolen or if you suspect any fraudulent activity in your account. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit).

If you 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 or transaction record 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.

(B) Errors and Questions

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

- Telephone us at (614) 854-0400 during the Online Banking customer service hours posted on our web site;
- Write us at:
The Guernsey Bank
Attn: Customer Service Dept
P.O. Box 1040,
Worthington, OH 43085

If you think your statement is incorrect or you need more information about an electronic transfer or Bill Payment transaction 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:

1. Tell us your name, Bill Payment Service or Online Banking account number(s), and Access ID;
2. 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;
3. Tell us the dollar amount of the suspected error, and;
4. For a Bill Payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount, and the payment reference number.

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 Bill Payment and other EFT errors involving new accounts, 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.

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 Guernsey Bank may revoke any provisional credit provided to you if we find an error did not occur.

(C) Other Problems

If you believe an error has occurred, **OTHER THAN AN EFT (ELECTRONIC BILL PAY OR TRANSFER) ERROR OR MISUSE OF YOUR PASSCODE**, you can call us or contact us at:

- Telephone us at (614) 854-0400 during the Online Banking customer service hours posted on our web site;
- Write us at:
The Guernsey Bank
Attn: Customer Service Dept
P.O. Box 1040,
Worthington, OH 43085
- Send us a Secure Message through the Online Banking Service.

(D) 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:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a Payee;
4. To a consumer credit reporting agency;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

Please refer to our privacy notice for additional detail on disclosure of account information.

(E) Documentation and Verification of Payments and Transfers

Information regarding Online Banking and Bill Payment transactions will be reflected in the account detail and account history sections of the Service and in your regular monthly account statement(s).

28. Failed or Returned Transactions

In using the Bill Payment Service, you are requesting us to make payments for you from your Bill Payment Account. If we are unable to complete the transaction for any reason associated with your Bill Payment Account (for example, there are insufficient funds in your Bill Payment Account to cover the transaction or incorrect Payee information), the transaction will not be completed. Either the Bill Payment Service Provider or The Guernsey Bank is authorized to report the facts concerning any Bill Payment item returned due to insufficient funds to any credit-reporting agency. In some instances, you will receive a return notice from the Bill Payment Service. In such case, you agree that:

1. **YOUR BILL PAYMENT ACCOUNT OR ELIGIBLE ACCOUNT WILL BE SUBJECT TO ALL INSUFFICIENT FUNDS (NSF) CHARGES AS DESCRIBED IN YOUR DEPOSIT ACCOUNT AGREEMENT WITH US, (CURRENTLY THIS FEE IS \$30.00 PER NSF ITEM) AND THE FOLLOWING ADDITIONAL CHARGES SHALL APPLY;**
2. **YOUR BILLING ACCOUNT SHALL BE SUBJECT TO ADDITIONAL BILL PAYMENT PENALTIES WHICH ARE ASSESSED BASED UPON THE METHOD OF PAYMENT WHEN THE BILL PAYMENT WAS ATTEMPTED. BILL PAYMENT PENALTIES SHALL BE ASSESSED AS FOLLOWS:**
 - a. Bill Payments which are returned due to insufficient funds (NSF), shall be subject to the following additional Bill Payment Penalties:
 - i. If the insufficient funds (NSF) Bill Payment Item is returned as a paper check.....\$30.00
 - ii. If the insufficient funds (NSF) Bill Payment Item is returned as an ACH item\$30.00
 - b. Bill Payments which are returned due to errors or inaccuracies contained in the Payee information which you provided the Service, shall be subject to the following Bill Payment Penalties:
 - i. If the inaccurate Bill Payment Item is returned as a paper check.....\$5.00
 - ii. If the inaccurate Bill Payment Item is returned as an ACH item\$10.00

29. Privacy and Internet Security

(A) Privacy

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 privacy notice before completing the enrollment process for the Service.

(B) Internet Security

We are strongly committed to protecting the security and confidentiality of our customer accounts information. 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, our Internet Banking department will verify your identity and authorization against information associated with the Eligible Account (s) that you request to be tied to the Service. We use several techniques to help secure our Online Banking service, including the following:

1. You can only access the Service with certain browsers that have a high security standard and Browser Encryption is utilized.
2. Your account numbers will be masked so that only the last 4 digits can be viewed whenever possible.
3. You must have a valid Online Banking Access ID and Passcode to logon.
4. If no action is taken for 10 minutes, you will be automatically logged off the Online Banking service.
5. You will be required to change your Passcode periodically.
6. Network Security protections are implemented and Network Monitoring is performed.

(C) Log-On Security

For your protection, you should sign-off after every Internet banking session. However, in order to help prevent unauthorized access to your account(s) your online session will end automatically if we detect no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on. When you return to your computer, you will be prompted to re-enter your Passcode, and your session will continue where you left off. In addition, we will deactivate your account after three unsuccessful login attempts within a 24-hour time frame.

(D) Encryption

The Service uses the Secure Socket Layer (SSL) encryption technology for everything you do while using Internet banking. Your browser automatically activates this technology when it attempts to connect to our Service. Our Service requires a browser that supports 128-bit encryption, and you agree to exclusively use a browser that meets this requirement.

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.

(E) Certificate Authority

The servers hosting our Service have been certified by a "Certificate Authority" to assure you that you are actually talking to our Service instead of someone pretending to be us. If you are using an older browser, such as anything prior to versions 4.0 on Netscape Navigator or Internet Explorer, you will see that the "Certificate Authorities" key may have expired; you will need to update it on your browser. Instructions for upgrading your browser are located on the Browser SSL Update link, which is located on the Service login page.

(F) Use of Public Computers

The security of public computers (e.g. in a Library, or Internet café) cannot be assured; therefore we strongly recommend that our customers refrain from accessing online accounts on a public computer.

(G) Other Security Features

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

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.

30. Passcode and Security

(A) Access IDs and Passcodes – Requirements and Characteristics

Your Passcode will give you access to your Guernsey Bank accounts via Online Banking. The Guernsey Bank is entitled to act on any instructions it receives using your Passcode. One of the main security features protecting the Service is the unique combination of your Access Identification Code (Access ID) and Passcode. During the enrollment process, you will be asked to create a unique Access ID, and then create a Passcode that will be used to gain access to the Service. You determine your own Passcode, which is encrypted in our database. Neither The Guernsey Bank nor its Service Providers have access to this information.

Because your Passcode is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Passcode that is hard to guess. The Guernsey Bank strongly encourages you to stay away from words based on your name, address or other personal information. Your Passcode must meet the following minimum requirements:

- It must be at least six (6) characters long and no more than ten (10) characters long.
- It must contain at least 1 alpha and 1 numeric character.
- It must not be based upon any personal information you have provided to us.

Note: Special characters (such as ~, !, @, # and &) may be used to increase security. Do **NOT** use dictionary words.

(B) Access IDs and Passcodes - Exclusivity and Confidentiality

You are being provided with an Access ID and Passcode for your exclusive use. **YOU ARE SOLELY RESPONSIBLE FOR CONTROLLING THE SAFEKEEPING OF, AND ACCESS TO, YOUR PASSCODE. YOU AGREE NOT TO GIVE OR MAKE AVAILABLE YOUR PASSCODE OR OTHER MEANS TO ACCESS YOUR ACCOUNT TO ANY UNAUTHORIZED INDIVIDUALS.** You agree to keep your Passcode safe. You should memorize your Passcode and do **NOT** write it down. You acknowledge that you will be required to change your Passcode periodically, such as every 90 days. You agree to change your Passcode immediately if you suspect that your Passcode has been compromised. Your Passcode can be changed at our Online Banking site.

WE WILL NEVER CONTACT YOU BY TELEPHONE, E-MAIL OR POSTAL MAIL REQUESTING YOUR ACCESS ID AND/OR PASSCODE. If you are contacted by anyone requesting this information, you agree to contact us by telephone **AT ONCE** at (614) 854-0400 during the Online Banking customer service hours posted on our web site.

Tell us **AT ONCE** if you believe that your Access ID or Passcode or other means to access your account has been lost or stolen, or if you believe that someone may attempt to use the Service without your consent, or if someone has transferred money without your permission. Telephoning us at (614) 854-0400 is the best way of minimizing your possible losses. You could lose all the money in your Eligible Account(s), your Bill Payment Account and/or any linked accounts.

(C) Access IDs and Passcodes – Your Responsibility If You Disclose Your Passcode to Others

WHEN YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BELOW, YOU AGREE NOT TO GIVE OR MAKE AVAILABLE YOUR PASSCODE OR OTHER MEANS TO ACCESS YOUR ACCOUNT TO ANY UNAUTHORIZED INDIVIDUALS. YOU ARE RESPONSIBLE FOR ALL TRANSFERS AND BILL PAYMENTS YOU AUTHORIZE USING THE SERVICE. IF YOU PERMIT OTHER PERSONS TO USE THE SERVICE OR YOUR PASSCODE OR OTHER MEANS TO ACCESS YOUR ACCOUNT, YOU ARE RESPONSIBLE FOR ANY TRANSACTIONS THEY AUTHORIZE.

If you disclose your Passcode to anyone, and/or if you allow someone to use your Passcode to access your accounts, you are authorizing them to act on your behalf and you will be responsible for any use of the system by them (e.g. such as when you provide this information to a joint account holder, spouse, AND/or an aggregation service provider). If you give someone your password, you agree that you are authorizing that person to use the Online Banking and Bill Payment Service and the On-line Financial Services on your behalf, and that you are responsible for all transactions they perform using your password, even if you did not intend or authorize the transactions.

In addition, fraudulent transactions initiated using your password will be charged against your account(s).

BY ACCEPTING THE TERMS OF THIS AGREEMENT YOU ACKNOWLEDGE YOUR RESPONSIBILITY FOR PROTECTING THE CONFIDENTIALITY AND SECURITY OF YOUR ACCESS ID AND PASSCODE AND YOU AGREE TO CHANGE IT PERIODICALLY AND TO TELEPHONE US AT ONCE IF YOU BELIEVE THAT YOUR ACCESS ID OR PASSCODE HAS BEEN COMPROMISED.

31. 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 more recent revisions and updates.

32. Address, E-mail, or Bill 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 and Bill Payment Service matters and/or changes to this Agreement. You must maintain your current e-mail address with us 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 can be made by contacting the bank at (614) 854-0400. We may require you to provide us with written notice of any changes to your name, address, phone numbers, e-mail address, or other vital information.

Any changes in your Bill Payment Account should also be made in accordance with the procedures outlined above.

We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Bill Payment Account or contact information.

33. Service Amendment, Termination, Cancellation, or Suspension

The Guernsey Bank has the right to terminate or suspend this Agreement at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

The Guernsey 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 Guernsey Bank's records, by posting notice in branches of The Guernsey Bank, by electronic mail, by physical mail at your address shown in our records, by update to our web site, and/or as otherwise permitted by law.

You may terminate this Agreement by written notice to The Guernsey Bank.

In the event you wish to cancel the Service, you may contact the bank via one of the following methods:

- Telephone us at (614) 854-0400 during the Online Banking customer service hours posted on our web site;
- Write us at:
The Guernsey Bank
Attn: Customer Service Dept
P.O. Box 1040,
Worthington, OH 43085
- Send us a Secure Message through the Online Banking Service.

The Guernsey Bank is not responsible for any fixed payment made before The Guernsey Bank has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by The Guernsey Bank on your behalf.

Any bill payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. You will remain responsible for any fees associated with the Service prior to the effective cancellation date.

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

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 Customer Service Department.

34. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any future, directly or indirectly, affiliated or unaffiliated company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

35. No Waiver

We 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 prior or future occasions.

36. 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.

37. Indemnification

Customer shall indemnify, defend and hold harmless The Guernsey Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

38. 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, and any Addendums, is the complete and exclusive statement of the agreement between you and us with regard to the Online Banking and Bill Payment Service, 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 our employees, our Service Providers, or our Customer Service Department(s) say and the terms of this Agreement, the terms of this Agreement will prevail.

39. 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 The Guernsey Bank and/or Service Providers unless otherwise indicated. All registered and unregistered trademarks in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

40. Restrictions

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking and Bill Payment Service or On-line Financial Services. You may not gain, or attempt to gain, access to any Online Banking and Bill Payment Service and/or On-line Financial Service server, network or data not specifically permitted to you by The Guernsey Bank or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with The Guernsey Bank or its suppliers.

41. Additional Remedies

Due to the likelihood of irreparable injury, The Guernsey Bank shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

42. Severability

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and The Guernsey Bank, this Agreement will control.

43. Force Majeure

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

44. Construction

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

45. Governing Law and Relation to Other Agreements

Accounts and services provided by The Guernsey Bank 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 the laws of the State of Ohio, as well as the federal laws of the U.S.A., without regard to its conflicts of laws provisions; provided, however, that any dispute between you and the Online Banking and Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws provisions. Venue for any action arising between you and the Online Banking and Bill Payment Service Provider shall be in a state court of competent jurisdiction covering Pinellas County, Florida, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees costs and expenses.

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

Proceed with Enrollment for the Service.

By clicking on the "I Agree" button you are acknowledging that you have read and agree to the terms and conditions of this Agreement and would like to proceed with online registration.

(If you do not agree, click the "Cancel" button.)

If you click "Cancel" you can still enroll in our Internet banking and bill payment services at a later time by completing an application in one of our offices or by mailing us the enrollment application. You will still be asked to accept the Terms and Conditions of this Agreement.