

**WAYNE COUNTY BANK**  
**Mobile Banking Agreement and Disclosure**

**General Terms & Conditions**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY. THEY GOVERN YOUR ACCESS AND USE OF THIS MOBILE SMART APPLICATION AND THIS SERVICE (HEREAFTER REFERRED TO AS "SERVICE").

BY ACCESSING OR USING THIS SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPT THEM IN FULL, AS THEY MAY BE MODIFIED BY WAYNE COUNTY BANK (for purposes of these terms and conditions the term "Wayne County Bank" includes Wayne County Bank's affiliates, as applicable) FROM TIME-TO-TIME AND POSTED ON THIS SERVICE.

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#### **Links to Other SERVICES.**

Wayne County Bank may establish links between this SERVICE and one or more SERVICES operated by third parties. Wayne County Bank has no control over any such other SERVICES or the contents therein. The existence of any such links shall not constitute an endorsement by Wayne County Bank of such SERVICES, the contents of the SERVICES, or the operators of the SERVICES.

#### **Transmissions to and from this SERVICE.**

Except where expressly indicated otherwise, transmissions to and from this SERVICE or directed to Wayne County Bank, including E-mails, are not sent in a secure form and can be intercepted by third parties and may not be immediately received by the appropriate business unit at Wayne County Bank. Please do not use E-mail to send us communications which contain confidential information, which we require to be in writing, or which need our immediate attention. Please call 1-931-722-5438 or write us instead at this address: Wayne County Bank, PO Box 247, Waynesboro, TN 38485, Attention: Mobile Banking Customer/Member Service. Any transmission to this SERVICE, including E-mails shall be deemed and remain the property of Wayne County Bank. Wayne County Bank shall be free to use, for any purpose, any ideas, concepts, know-how, or techniques provided by a SERVICE user to Wayne County Bank through this SERVICE.

#### **Modifications.**

Wayne County Bank may at any time make modifications, changes, and alterations to the Contents of this SERVICE, including these Terms and Conditions, without prior notice. You are responsible for regularly reviewing these terms and conditions. Your continued use of this SERVICE following any modifications, changes, or alterations shall constitute your acceptance of such modifications, changes, or alterations.

#### **Governing law.**

These Terms and Conditions shall be governed by and construed in accordance with the law of the state of Tennessee, without regard to the conflict of laws thereof, and to the laws of the United States.

### **Venue.**

Disputes arising from the use of this SERVICE shall be exclusively subject to the jurisdiction of any federal or state court for the state of Tennessee.

### **Severability.**

To the extent any portion of these Terms and Conditions is determined to be unenforceable by a court of competent jurisdiction, such portion will be modified by the court solely to the extent necessary to cause such portion to be enforceable, and these Terms and Conditions, as so modified, shall remain in full force and effect.

### **Waiver.**

No waiver by Wayne County Bank of any right under or term or provision of these Terms and Conditions will be deemed a waiver of any other right, term, or provision of these Terms and Conditions at that time or a waiver of that or any other right, term, or provision of these Terms and Conditions at any other time.

### **Service Contact.**

You may contact Wayne County Bank by call 931-722-5438.

### **Changes.**

We reserve the right to modify the Services at any time. In the event of any modifications you are responsible for making sure that you understand how to use the App as modified. We will not be liable to you for any losses caused by your failure to properly use the Services or your Wireless Device.

### **Additional Terms and Conditions**

#### **What Does This Agreement Cover**

This Agreement between you and Wayne County Bank governs the use of Mobile Banking services. These services permit Wayne County Bank customers (consumers, sole proprietors and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a mobile device or mobile smart telephone, including some credit card accounts and investment accounts with our affiliates. Unless indicated otherwise by the context, "linked Wayne County Bank accounts" or "linked accounts" refers to all of your accounts with Wayne County Bank or its affiliates that you have linked to Mobile Banking solution.

#### **Accepting the Agreement**

When you use any of the Mobile Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

#### **Relation to Other Agreements**

Your use of Mobile Banking services may also be affected by the agreements between us for your linked Wayne County Bank accounts. When you link an account to Mobile Banking services, you do not change the agreements you already have with us for that account. Similarly, when you use Mobile Banking services to access a credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions

you can make, and for other restrictions that might impact your use of an account with Mobile Banking services.

### **Participation By Payees**

Occasionally a Payee may choose not to participate in Bill Pay, or may require additional information before accepting payments. We will work with these Payees to encourage them to accept an electronic or check payment from the Bank. If we are unsuccessful, or if we determine that the Payee cannot process payments in a timely manner, we may decline future payments to this Payee. In the unlikely event that this occurs, we will promptly send you a notice. Any obligations that you wish to pay through mobile Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We reserve the right to restrict categories of Payees to whom payments may be made using the service. You should not use the service to make:

- Tax payments
- Court-ordered payments
- Payments to settle securities transactions

### **Canceling Your Mobile Banking**

If you choose to cancel your Mobile Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. Wayne County Bank will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it's no longer linked to your service, your Mobile Banking service will end, and any unprocessed payments will be canceled. If you cancel your Mobile Banking services, Transfers Outside Wayne County Bank will also be canceled.

### **Joint Accounts**

When your mobile Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same Mobile ID will be identified as one service.

### **Changes to Agreement**

We may change this agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you initiate any transfer of funds or bill payment through your mobile Banking after the effective date of a change, you indicate your agreement to the change.

### **Cancellation**

Your mobile Banking remains in effect until they are terminated by you or the Wayne County Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through mobile Banking secure mail, or by calling Wayne County Bank at 931-722-5438. This cancellation applies to your mobile Banking services, and does not terminate your Wayne County Bank deposit or credit accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

### **Use of External Email Address**

With mobile Banking services we may send messages to your external email address and notify you responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the mobile Banking services. If you subscribe to e-Bills service, we

may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. You should use mobile Banking secure mail to send instructions to the Wayne County Bank. If, for any reason your external email address changes or becomes disabled, please contact the Wayne County Bank immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Customer Service tab within your mobile Banking service.

### **Contact by Wayne County Bank or Affiliated Parties**

No Wayne County Bank or Payee employee, nor any company affiliated with Wayne County Bank mobile will contact you via email or phone requesting your mobile ID or mobile passcode. If you are contacted by anyone requesting this information, please contact us immediately.

### **Electronic Funds Transfer Act Disclosure and Information**

#### **Consumer Liability.**

Tell us AT ONCE if you believe your code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your code, you can lose no more than \$50 if someone used your code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code, and we can prove we could have stopped someone from using your 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, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Contact in event of unauthorized transfer. If you believe your code has been lost or stolen, call: 931-722-5438 or write: Wayne County Bank, P.O. Box 247, Waynesboro, TN 38485.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### **Business days.**

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

#### **Transfer and transaction types.**

You may use your code to:

- 1) Transfer funds between your checking and savings accounts whenever you request.
- 2) Make balance inquiries.

#### **Limits.**

Federal regulations and the deposit agreement impose limits on the number of certain types of withdrawals and transfers you can make each month from a savings and money market deposit account. You can make no more than a total of six (6) automatic or pre-authorized transfers, telephone transfers, or mobile Banking transfers or payments from a savings or money market deposit account each monthly statement cycle (each month for savings accounts with a quarterly statement cycle). If you exceed these limits on more than an occasional basis, we convert your account to another type of account and your account may no longer earn interest.

Each transfer or payment through the mobile Banking services from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each statement period. We recommend that you not use a savings or money market deposit account as your bill payment account because of these limits on transfers. Please review the deposit agreement for your account for more information.

### **Fees.**

Although Wayne County Bank does not charge any fees for using this service, your Internet and or mobile phone service provider may charge you fees. Such fees and charges are outside the terms of this agreement. In addition, other Wayne County Bank fees not relating to this service (such as an NSF Item fee) may still apply. For a current list of such fees and charges please visit any Wayne County Bank office or call 931-722-5438.

### **Confidentiality.**

We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

### **Pre-authorized credits.**

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also call us at 931-722-5438 to find out whether or not the deposit has been made.

### **Periodic statements.**

You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

### **Right to stop payment and procedure for doing so.**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 931-722-5438, or write us at Wayne County Bank, P.O. Box 247, Waynesboro, TN 38485, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$10 for each stop-payment order you give.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of pre-authorized transfer.**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Financial institution's liability.**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

**Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 931-722-5438 or write us at Wayne County Bank, P.O. Box 247, Waynesboro, TN 38485 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.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 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.