

These are the terms and conditions for using online banking to access your Brannen Bank (“Bank”, “bank”, “us”, “our”) accounts. Users are still bound by all disclosures, such as terms and conditions of your account, electronic transfers, funds availability, and truth in savings.

### **Use of Online Banking**

When you initially access one of the online banking services or permit another person to use online banking services on your behalf, you agree to the terms and conditions described in the agreement. If you receive a written statement, you must promptly and carefully review it upon receipt to determine if any errors exist. Notification of errors must occur no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

### **Description of online banking services**

- Internet Account Access – With this Service, you can obtain balance and transaction information, make transfers between your eligible Brannen Bank accounts, as well as communicate with us electronically via e-mail.
- Bill Payments – This service allows you to make payments to anyone within the United States.

### **Computer Requirements**

**By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.**

#### **To access your electronic documents on a mobile device, you will need:**

- A mobile device with any of the following operating systems: Android or iOS (iPhone),
- A data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supposed by, your operating system.
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.
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#### **To access your electronic documents on a traditional computer, you will need:**

- A computer with any of the following operating systems: Microsoft Windows 10 or later, Mac OS X 10.10 or later.
- An internet connection and an up-to-date internet browser that is compatible with, and supported by, your operating system (e.g., Microsoft Edge, Mozilla Firefox, Google Chrome, or Safari). Browser support is subject to change without notice. You should use the latest version for the most secure experience.
- Software that accurately reads and displays .pdf files (such as Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

### **Virus and Other Protection**

You are responsible for taking and maintaining security precautions to protect your computer, data, and system. You agree that we are not responsible for any electronic virus, spyware, or malware that you may encounter using Online and Mobile Banking. We encourage you to routinely scan your PC, Mobile and Handheld Devices using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an internet connection. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs, files and even your hardware and may result in unauthorized transactions from your Accounts. If we learn, or have reason to believe, any computer you use to access Online and Mobile Banking is compromised and not secure, whether such potential or actual compromise is detected by you or by us through your access to our network and systems, we may, in our sole discretion, suspend, cancel, or limit your access to Online and Mobile Banking without prior notice to you. If, after suspending, canceling, or limiting your access to Online and Mobile Banking, we reactivate your prior access, you may have to re-establish some or all of your previously established settings, preferences, payment models and previously scheduled transactions. You agree that we are not responsible for any viruses, firewalls, Malware, or similar devices or programs that you may encounter when using Online and Mobile Banking, or, except to the extent required by law, for any unauthorized transactions resulting from these devices and programs.

### **Account Requirements**

In order to use online banking, you must have an account with Brannen Bank. In order to use the Bill Payment feature, you must have a demand account with us. If you have more than one demand account with us, you must designate one of them as your primary account. If you do not do so, we may select a primary account for you and any applicable fees will be charged to your primary account.

### **Eligible Accounts**

If you choose the online banking service with [www.brannenbanks.com](http://www.brannenbanks.com), all of your checking, savings, IRA's, Money Market Accounts, Loans and HSA Accounts will be listed as you designate. At our discretion, we may refuse to allow certain accounts to be linked to this service.

### **Fees**

Any fees for online banking are billed to your primary account. You agree to pay the fees we establish for the Services. Our current fees are set forth in the published Bank Fee Schedule.

If your account does not have enough available funds to cover a payment, we may reject the transaction. We may charge a fee for each payment request presented against insufficient available funds, even if it is a representation of a previously presented item, and whether we honor the request.

### **Transfer Limitations for Savings/Money Market Accounts**

We reserve the right to limit the frequency and dollar amount of transfers and payments for security reasons. Your deposit agreement limits payments/transfers from savings and money market accounts with the Bank. During any statement period, you may not make more than six withdrawals or transfer to another bank account of yours or to a third party by means of a pre-authorized or automatic transfer or telephonic order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account may be subject to additional fees. See the Truth in Savings disclosure (Deposit Account Information brochure) for more details.

### **Erroneous Payment Orders**

You assume sole responsibility for accurately describing payees, payment amounts, and payee addresses. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate payment instructions. If you give us a payment instruction, which is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

### **Stopping Pre-authorized Bill Payments from your Account**

If you have told us in advance to make a regular payment out of your account, you can stop any of these payments if allowable through the online banking product you have chosen, or by calling us at 1-352-726-1221 or 1-877-726-1221, or by writing to us at: Post Office Box 1929, Inverness, FL 34451-1929, or e-mail at [customerservice@brannenbanks.com](mailto:customerservice@brannenbanks.com). You must notify us by one of these means in time for us to receive your request three (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. A stop payment order must precisely identify the number, date and amount of the item, and the payee. If you order us to stop one of these payments three (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.

**Business Days**

Our business days are Monday through Friday, excluding federal holidays.

**Error Resolution**

In case of errors or questions about your accounts, call us at 1-352-726-1221 or 1-877-726-1221, or write to us at Post Office Box 1929, Inverness, FL 34451-1929, or e-mail at [customerservice@brannenbanks.com](mailto:customerservice@brannenbanks.com). 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 (5 business days if it involves a MasterCard transaction or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if it involves a MasterCard transaction or 20 business days if the transfer involved a new account) 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.

An account is considered a new account for 30 days after the first deposit is made if you are a new customer.

We will tell you about the results within three (3) 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.

**Unauthorized Transfers**

If you believe your Password has been lost, stolen, or compromised, we recommend you change your Password immediately as well as notify the bank. You could lose all of the money in your account (plus your maximum line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Password and we can prove we could have stopped someone from using your Password without your permission if you had told us, you can lose as much as \$500.

Also, if your statement shows bill payments that you did not make, 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 have told us in time.

You will be required to cooperate with our investigation, including the filing of a police report if you experience a loss.

**Our Liability**

If we do not complete a transfer or payment from your account on the payment date 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 example, when:

1. We process your payment in a timely manner, but the payee rejects your payment or fails to process it in a timely manner.
2. Your account does not contain sufficient available funds to make the transfer or payment;
3. The payee or transaction information you supply to us is incorrect, incomplete, or untimely.
4. The system or telephone was not working properly, and you knew about the problem when you requested the transfer or payment.
5. Circumstances beyond our control (such as flood, fire, computer breakdown, or problems with the telephone line) prevent the transaction, despite reasonable precautions that have been taken.
6. If you have not properly followed the software manufacturer's recommendations or service instructions on how to make a transfer or bill payment.
7. If you do not authorize a bill payment early enough for your payment to be made and properly credited by the payee by the time it is due.
8. If a transfer or payment could not be completed due to system unavailability.

There may be other exceptions stated in our agreement with you.

**Disclosure of Account Information to Third Parties**

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

1. where it is necessary for completing transfers;
2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
3. in order to comply with a government agency or court orders; or
4. if you give us written permission.

**Other Terms**

This agreement and your account agreement contain all of the terms of our agreement with you in respect to the Online Banking Services. The terms of this agreement will supersede any conflicting terms in your account agreement with respect to the Online Banking Services.

**Change in Terms**

We may change the terms of this agreement from time to time by sending a notice or an amended agreement to your last address shown in our records for your account or this Service. Prior notice may not be given, however, if an immediate change is necessary for security purposes.

**Termination**

Either you or we may terminate this agreement at any time upon giving notice of the termination to the other party. For good reason, including non-usage or inactivity, we may terminate this agreement without prior notice to you. Once a payment Service is terminated, we reserve the right to make no further payments from your account, including payment you have previously authorized.

**Data Recording**

You agree that we may record the information and electronic mail messages you enter on the online banking system.

Brannen Bank  
Post Office Box 1929  
Inverness, FL 34451-1929  
352-726-1221 or 1-877-726-1221  
Website: [www.brannenbanks.com](http://www.brannenbanks.com)  
E-mail: [customerservice@brannenbanks.com](mailto:customerservice@brannenbanks.com)