

Online Banking

Terms and Conditions

Main Street Bank hereby publishes the following terms and conditions for User's ("You" or "Yours") use of Online Banking services. You agree that the following uses of Online Banking are strictly prohibited. You agree to indemnify, hold harmless, and defend Us from and against any losses and claims, actions, suits, judgments and expenses (including court costs and reasonable fees of attorneys, accountants and expert witnesses) at Your expense, arising from Your failure to abide by these restrictions on use of Online Banking.

1. Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity;
2. Communicating any obscene or defamatory information, including but not limited to on bulletin boards or in conjunction with E-mail; or
3. Use of Online Banking in violation of any telecommunication, postal, or other applicable law, rule, regulation or treaty including, but not limited to any law, rule or regulation of the United States or of any other country, or in furtherance or in the commission of any crime or for other unlawful or improper purpose;
4. Use of Online Banking to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity unless, and only to the extent that, the owner has provided express permission to You permitting such activity; copying or distribution or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.

Online Banking Disclosure of Rights and Responsibilities

Main Street Bank hereby discloses important rights that Customers ("You" or "Your") have when You use Our Online Banking services, and the responsibilities that go with them.

Services

In Your Agreement, you signed up for Online Banking. You may use your username combined with Your password for the following services:

Online Banking

- Get up-to-date balances on your deposit accounts.
- View account details via the register, including check images.
- Transfer funds from one Main Street Bank account to another.
- Communicate with us via E-mail.
- Pay your bills online with Consumer Bill Pay.

The Online Banking Business Days are Monday through Friday excluding holidays.

Mobile Banking

- Get up-to-date balances on your deposit accounts.
- View account details via the register.
- Transfer funds from one Main Street Bank account to another.
- Pay your bills online with Consumer Bill Pay.
- Make Mobile Deposits through the Deposit tool.
- Find all of our branches through the Branch Locator tool.
- Access Debit Card Controls through the Card Control tool.
- Set Alerts on your account and/or debit card.
- Access a variety of Financial Calculators.
- Establish Human Biometrics as a tool to sign on with Touch ID and/or Face ID.
- The ability to reset your password through the Forgot Password tool.
- Access to our Main Web Page through a link.
- Send funds to anyone in the U.S. via Zelle.

Mobile Deposits are available to customers with an active deposit account that has been opened in excess of 60 days, has a daily limit of \$5,000 and no more than 10 checks can be deposited in one business day. Mobile Deposits also has an Overdraft history component parameter in order to be eligible to make deposits via Mobile Banking.

The cut-off time each business day to make a Mobile Deposit be available to the customer the next business day is 4PM EST. Any Mobile Deposit made after 4PM EST will not be processed until the next business day, thus creating a delay in funds availability.

All Mobile Deposits go through a daily approval process between 4PM EST and 5PM EST. Mobile Deposits are not a guaranteed approval as Mobile Deposits may be declined due to a variety of reasons. The decline reasons include, but are not limited to, a stale dated check, exceeds the daily limit, endorsement / signature issue, duplicate deposit, etc.

Customers have access to the Branch Locator tool in the Mobile Banking App. This tool is a search engine for the customer that will show the branch address, telephone number, and the proximity from the customer to the branch in miles.

Debit Card Controls gives the customer the ability to self-manage their debit card in the event the customer misplaces their debit card or has their debit card stolen. The customer has the ability to immediately turn their debit card off to avoid any unauthorized transactions. The customer also has the ability to turn their debit card back on.

Customers have the ability to self-manage account and/or debit card alerts. Customers have the ability to add/create alerts such as Merchant Alerts, Transactions Alerts, and Threshold Alerts.

Customers choosing to sign-in to Mobile Banking using human biometrics must activate these controls through their cellular phone settings and the Mobile Banking App.

Customers have the ability to reset their password via the Mobile

Banking App through the Forgot Password link. Customers will be required to enter certain personal and confidential criteria to activate and use this function properly.

Zelle is an electronic P2P (person to person) payments network that allows bank customers to send funds to other individuals in the U.S. The per transaction limit is \$500 and the total daily limit is \$1,000.

Zelle is an account to account payment resource network and uses account numbers and routing and transit numbers (ACH), and/or debit cards. Payments are sent in the next ACH window and received in 1-2 business days (depends on receiving financial institution) and in some cases immediately. Debit is a Real Time Debit for both payment and any applicable fees at the time the payment is scheduled. Payment cannot be canceled once confirmed by user to send, unless that payment does not get claimed by the recipient.

Payment claim notification options include email and cell phone text messages. A payment will be canceled if not claimed by the recipient within 10 days.

Online Banking Bill Pay Services

The cut-off time for online transactions is based upon our Business Days and the Eastern Standard Time Zone. For posting purposes, we will process all transactions completed by 8:00 p.m. on the same Business Day. Transactions completed after 8:00 p.m. will be processed on the following Business Day. Bill Payment cut-off and scheduling times differ and are further detailed in this Agreement.

An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement. Only a checking account may be eligible for Bill Payment privileges.

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

Bill Payment services are optional. You can request Bill Payment privileges in the online enrollment process and/or you can add Bill Payment services at a later time by contacting our Customer Service Department or sending us a secure message through the Online Service. Bill Payment customers also have access to electronic Bill Presentment or Check Delivery. We may add or remove certain features and/or functionality available from time to time. You can use the Service seven days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Online Service may be slower at times due to high Internet traffic or other factors beyond our control.

Basic Internet Banking Service: (view balances and account transfers) - No charge

Bill Payment Fees: There is no charge for consumer accounts.

In order to enroll in the Service:

- You must have an Eligible Account with this Financial Institution.
- Your account with us must be in good standing.

- You must have a computer and Internet browser that will support 128 bit encryption.
- You will need Internet access through an Internet service provider (ISP).
- You will need access to a printer and/or other storage medium such as a hard drive for downloading information or printing disclosures.
- You will also need an external email address for the delivery of electronic notices and disclosures.

Prior to enrolling in the 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.

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 give you advance notice of these changes and provide you an opportunity to cancel the Service and/or change your method of receiving electronic disclosures (e.g. change to paper format vs. an electronic format) without the imposition of any fees. You must complete the enrollment process with a Customer Service Representative to use this service. When you enroll for the Service, you agree to provide true and accurate enrollment information. Main Street Bank will verify the information you submit for accuracy and proper authorizations. You may begin using this service only after receipt of this information.

When any transfer, ACH, or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you. Requirements for dual signatures do not apply to bill Payments or other transfers initiated through the Service. If you require dual signatures, or more than two signatures on your account, it is your responsibility to monitor, enforce and control such requirements as an internal control.

The Bank will not examine a transfer request, ACH, or other Payment Instruction initiated through this Service to monitor or enforce dual signature, or multiple signature, requirements for you and the approval by any Authorized User constitutes the authorization of an organization or individual for purposes of this Agreement for transactions initiated on the Account. An Account that requires dual signatures cannot be used for bill pay.

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may 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 must be made before the Business Day Cut-off time to be effective the same Business Day.

The balances within the Service are updated periodically and the Service will display the most current "as of" date on the "accounts" summary page. There may be situations that cause a delay in an update of your balances. The Service will use the most current balance available at the time of a transaction to base our approval for account transfers.

You may use the Service to check the balance of your Eligible Account (s) and to transfer funds among your Eligible Accounts at this Financial

Institution. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that 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 electronic transfers, which include computer initiated transfers, telephone transfers, checks, Bill Payments and point-of-sale transactions during a given monthly statement period. Transfers and Bill Payments authorized by personal computer through the Service are counted toward the six permitted monthly transfers. Federal regulations currently place no limits on the number of transfers or Bill Payments from your Checking accounts, therefore this Financial Institution currently limits the Bill Payment Service to only Checking Accounts.

The earliest possible Scheduled Payment Date for each Biller (typically 3-5 Business Days from the current date) will be designated within the Service when you are scheduling the Bill Payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller.

When scheduling Bill Payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize us to follow the Payment Instructions received through the Service. In order to process payments more efficiently and effectively, our Service Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize our Bill Payment Service Provider to debit your 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 our Service Provider to credit your Payment Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another Authorized User of the Service.

Our Bill Payment Service Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, or a Direct Check Payment.

You may cancel or edit any Scheduled Payment (if processing has not begun) by following the directions within the Service. There is no charge for canceling or editing a Scheduled Payment. However, once the Service has begun processing a Scheduled Payment it cannot be cancelled or edited, therefore a stop payment request must be submitted, as described within this Agreement.

The ability of this Financial Institution and its Service Provider to

process a stop payment on a Bill Payment request will depend on the payment method and whether or not a check or electronic payment has cleared. We may also 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 our Customer Service department 1-800-414-1103 or billpaysupport@mymainstreetbank.com.

We will make every effort to accommodate your request. However, we will have no liability for failing to honor your request except those requests subject to the provisions contained within the Uniform Commercial Code applicable to the Financial Institution, Regulation E as it pertains to pre-authorized electronic funds transfers and your current depository account agreement.

The charge for each stop payment request will be the current charge for such service as set forth in our applicable fee schedule.

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

Requests for Bill Payment privileges may not be fulfilled if this Financial Institution and/or its Service Provider(s) cannot verify your identity and withdrawal authority over the specified accounts. Through your enrollment in the Bill Payment Service; you agree that this Financial Institution and its Service Providers reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, you agree that this Financial Institution and its Service Providers reserve the right to obtain financial information regarding your account from a Biller or your Financial Institution (for example, to resolve payment posting problems or for verification).

Payments to Payees outside of the United States are prohibited and may not be issued under any circumstances. Payments to Internet gambling sites are prohibited through the Service.

Tax payments to state, federal, or local tax agencies, court ordered payments and payments to insurance companies may be scheduled through Bill Pay Service; however, such payments are discouraged and are scheduled at your own risk. In no event shall this Financial Institution or its Service Provider(s) be liable for any claims or damages resulting from you scheduling these types of payments. The bill payment service guarantee, as it applies to any late payment related charges, is void for these types of payments if scheduled and/or processed by Bill Pay Service.

We reserve the right to refuse to pay any Biller to whom you may direct a payment. We will notify you if we decide to refuse to pay a Payee designated by you; however, this notification is not required if you attempt to make a prohibited payment under this Agreement.

We reserve the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse

to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

In using the Service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

- You will reimburse our Service Provider immediately upon demand the transaction amount that has been returned;
- For any amount not reimbursed to the Service Provider within fifteen (15) days of the initial notification, a late charge may be assessed each month against unpaid amounts equal to 1.5% or the legal maximum, whichever rate is lower;
- You will reimburse our Service Provider for any fees, it may incur in attempting to collect the amount of the return from you; and
- Our Service Provider is authorized to report the facts concerning the return to any credit-reporting agency.

Bill Delivery and Presentment

- This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Payment Service's electronic bill options, you also agree to the following:

(1) Information Provided to the Biller

- We are unable to update or change your personal or business information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by you; contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's or company's bill.
- Our Service Provider may, at the request of the Biller, provide to the Biller your e-mail address, Service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

(2) Activation

- Upon activation of the electronic bill feature, our Service Provider may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the

Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

(3) Notification

- Our Bill Payment Service Provider will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, our Service Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

(4) Cancellation of Electronic Bill Notification

- The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may also cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Our Bill Payment Service Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

(5) Non-Delivery of Electronic Bill(s)

- You agree to hold harmless, this Financial Institution and its Service Providers should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

(6) Accuracy and Dispute of Electronic Bill

- Neither this Financial Institution, nor its Service Providers are responsible for the accuracy of your electronic bill(s). This Financial Institution and its Service Providers are only responsible for presenting the information received from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.
- This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

Information regarding Internet Banking and Bill Payment transactions will be reflected on the account detail in the Service and in your regular monthly account statement(s).

You may change the method of delivery at any time (e.g., from electronic format to paper format) by contacting us by email at billpaysupport@mymainstreetbank.com or by calling 1-800-414-1103.

Liability for Failure to Make Payments or Transfers

If we do not complete a payment and/or transfer on time or in the correct amount, 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 payment and/or transfer.
2. If the transfer or payment would cause you to go over credit limit of your overdraft line.
3. If we have identified you as a credit risk and have chosen to make all payments and/or transfers initiated by you utilizing a paper, as opposed to electronic, method, or we have terminated your subscription to the Services.
4. If your Online Banking equipment, or any communications link is not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside source) prevent the transfer despite reasonable precautions that we have taken.

Notwithstanding any provision set forth herein and except as otherwise provided by law, we will be liable only for our gross negligence or willful misconduct. We are not responsible for any other loss, damage or injury, whether caused by Your equipment, Online Banking, or any technical or editorial errors in the website, help screens or online help related to Online Banking. We shall not be responsible for any direct, indirect, special or consequential damage arising in any way from the use or maintenance of your equipment or Online Banking, except where the law requires a different standard.

WE AND OUR SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO ONLINE BANKING, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER WE OR OUR SUPPLIERS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF ONLINE BANKING ASSUME ANY RESPONSIBILITIES WITH RESPECT TO YOUR USE THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR SUPPLIERS OR ANY OF THEIR EMPLOYEES OR OUR EMPLOYEES SHALL CREATE A WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

Your Liability for Unauthorized Payments

Rev. 06-10-2024

Tell Us AT ONCE if you believe your password has been lost, stolen or misappropriated. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your password without your permission.

If You do NOT notify Us within two (2) business days after You learn of the loss or theft of Your password, and We can prove that We could have stopped someone from using Your password without Your permission if You had told Us, you could lose as much as \$500.

Statements

All payments and/or transfers made via Online Banking will be listed on your monthly account statements ("Statement") that you receive from us.

If Your Statement shows payments and/or transfers that you did not make, tell us at once. If You do not tell Us within sixty (60) days after the Statement was mailed to You, you may not get back any of the money You lost after the sixty (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 hospital stay or a long trip) prevented you from telling Us, we will extend the time periods.

If You believe Your password has been lost or stolen or that someone has transferred or may transfer money from Your account without Your permission, call (304) 232-2001 or send Us an E-mail message through the system or write

Main Street Bank
Online Banking
151 North
Market Street
Wooster, OH 44691

In case of errors or questions about Your electronic transfers, telephone Us at (800) 414-1103 or E-mail Us through the system or write Us at the above address as soon as You can if You think Your Statement or receipt is wrong or if You need more information about a payment and/or transfer listed on the Statement or receipt, we must hear from You no later than sixty (60) days after We mailed the FIRST Statement on which the problem or error appeared.

When you call, E-mail or write us,

1. Tell Us Your name and account number
2. Describe the error or the payment and/or transfer you are unsure about and explain as clearly as you can why you believe it is an error or need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally or by using Online Banking and/or Online electronic mail, we may require that you send your complaint or question in writing within ten (10) business days.

We will tell you the result of our investigation within ten (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 forty-five (45) business days to investigate the complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you may 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 ten (10) business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

Disclosure of Account Information to Third Parties

We will disclose information about your accounts or the transfers you make:

1. Where it is necessary for completing transfers; or
2. In order to comply with government agency or court orders; or
3. In order to verify the existence and condition of Your account for a third party such as a credit bureau or creditor; or
4. If you give Us Your written permission.

Suspension

If your subscription is suspended, transactions which were previously initiated may still continue to be processed. If your subscription is suspended, we will notify you by mail to the address you have listed with us. **You are obligated to inform us of any change of address.** If you have any questions or would like to be reinstated, please contact Customer Service. With respect to any failed payment and/or transfer, you agree to reimburse Us within fourteen (14) days after notice is sent to You for any funds that We paid but could not recover from the recipient or by charging one of Your accounts.