

WAYNE SAVINGS COMMUNITY BANK  
**PERSONAL ONLINE BANKING AND BILL PAY AGREEMENTS AND DISCLOSURES**

**PERSONAL ONLINE BANKING AGREEMENT AND DISCLOSURE**

This agreement states the terms and conditions that apply when you Internet-enable qualifying account(s), access account information over the Internet, or transfer funds between qualifying Internet-enabled accounts. These terms and conditions are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must also follow all of our instructions and procedures applicable to the services covered by this agreement. If you wish to make payments from your qualifying deposit accounts, those payment transactions will be governed by the terms of our Personal Bill Pay Agreement and Disclosure which is included in this document.

This Personal Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service, eStatement/E-Statements/Online Statement service and/or Bill Payment service ("Services"). It also describes the rights and obligations of Wayne Savings Community Bank ("Bank"). Please read this agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

In this Consent Form, "we", "us", "our", "Bank" and "The Financial Institution" mean The Wayne Savings Community Bank. The words "you" "your" and "user" mean the person(s) performing the transaction on our Web site for which this Consent Form is being provided. If there is more than one of you, any consent or withdrawal of consent for electronic disclosures by any one of you will be effective for all of you with respect to that transaction.

**Definitions**

The following definitions apply in this Agreement:

"We", "us", "our", "Bank" and "The Financial Institution" mean The Wayne Savings Community Bank, Wooster, Ohio which offers the Services and which holds the accounts accessed by the Services: and

"You", "your", and "user" mean an individual person or business entity that we permit to use the Internet banking services subject to the terms of this agreement.

"Authorized Representative" means anyone we reasonably believe, in accordance with our security procedures, to be authorized to act in connection with our Bill Pay service.

"Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer or other device.

"ISP" refers to your Internet Service Provider.

"Online Banking" is the internet-based service providing access to your Wayne Savings Community Bank account(s);

"Online Account" means the Wayne Savings Community Bank account from which you will be conducting transactions using a Service or a feature within Online Banking;

"Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;

"PC" means your personal computer, which enables you, with the Internet browser and ISP, to access your Online Account.

"Time of day" references are to Eastern Standard Time;

"Login Information" includes but is not limited to your User ID and User Password for Personal Online Banking, as well as any Bank-generated identification codes assigned to you.

For purposes of transactions, the Bank's business days are Monday through Friday 8:00 a.m. to 5:00 p.m. Eastern Standard Time and Saturday, 8:00 a.m. to 12:00 p.m. Eastern Standard Time, excluding holidays and weekends. All Online Banking transaction requests received after 7:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 12:01 a.m.

### **Login Information**

To use our Online Banking service, you must complete the online enrollment process. As part of the enrollment process, you will be required to create your own user id and password. Keep your login information confidential to prevent unauthorized use or loss to your accounts. Anyone to whom you give your login information will have full access to your accounts even if you attempt to limit that person's authority. Additionally, that person will have full access to any other of your accounts that are accessed by the login information, even if those accounts are in your name with another person.

Our employees or employees of our affiliates will not contact you via phone or e-mail requesting your login information. If you are contacted by anyone requesting this information, please contact us immediately at our phone number shown in the section below, entitled "Notify us IMMEDIATELY" for Unauthorized Transactions.

### **Protecting Your Personal Information**

In addition to protecting your login information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

### **Individual Agreement for Online Banking Service**

We do not have joint agreements for our Online Banking service. If you are an individual or sole proprietor, you are the only customer under this agreement. However, any of the accounts to which you have access through our Online Banking service may be jointly owned with, or joint obligations with others. If joint account owners/obligors each obtain our Online Banking service--meaning that each of you will have separate login information--this will be identified as two separate Online Banking services.

### **Qualifying Accounts**

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal or special handling, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

## **How to use Our Online Banking Service**

Please refer to the online help and instructions on how to use our Personal Online Banking service.

## **Types of Online Banking Services**

You or someone you have authorized by giving them your login information (even if that person exceeds your authority), can instruct us to perform the following transactions:

- Transfer funds between qualifying accounts
- Update contact and address information
- Obtain information that we make available about qualifying accounts; and
- Obtain other services or perform other transactions that we allow.

## **Alerts and Notifications**

Alerts and notifications are provided for your convenience and are not meant to replace maintaining a current record of your account balance(s) and balancing to your statements on a periodic basis. Please keep in mind that notifications are only sent once a day, typically around 9:00 pm, and that the balance provided is current as of when the notification is generated. Alerts and notifications are sent to an e-mail address that you supply and it is your responsibility to maintain this address within Online Banking to ensure that you receive the notifications.

## **Pre-authorized Recurring Fund Transfers**

To the extent we make them available, you authorize us to establish pre-authorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow pre-authorized recurring fund transfers that do not vary in amount.

## **Communications Link and Your Equipment**

It is your responsibility to obtain and maintain your online communications link to our Online Banking service to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. You are responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining our Online Banking service.

## **Limits on Online Funds Transfers**

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars. Transfers are limited to amounts less than \$10,000,000.00.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service, as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

Banking regulations restrict certain transactions and limitations on statement savings and Money Market Investor (MMI) accounts.

Only six (6) combined transactions are permitted per cycle period:

- Checks written from MMI accounts to a third party are limited to six (6) per cycle period – if six (6) are written, no other electronic transactions are permitted during the same cycle period.

- Combined total of checks written and electronic transactions may not exceed six (6) during that same cycle period.

Limited Electronic Transfers Include:

- Automatic payments/electronic transfers.
- Preauthorized transfers/debits (ACH or EFT).
- ATM points of sale.
- Debit cards (not applicable to MMI or statement savings accounts).
- Internet transfers to another account.
- Bill payments through Online Bill Pay.
- Overdraft protection transfers.
- Telephone (including TeleBanker), fax or computer transfers to another account.

Unlimited Transactions Include:

- Deposits by any method.
- Withdrawals and transfers to another account made in person or
- Withdrawals and transfers at ATMs.
- Telephone withdrawals requesting a check to be mailed to you.
- Transfers from an account to make a Wayne Savings regular loan payment.

If these transaction limits are exceeded, a Regulation D charge of \$10 per item in excess of six (6) per cycle period will be assessed. If you continue to exceed the limits after you have been notified by Wayne Savings, the account will lose its interest bearing status and be converted to a transaction account. Regulations do not permit the account to be returned to interest bearing status.

### **When Online Funds Transfers are Made**

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least one (1) business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Our Online Banking cut-off time is 7:00 p.m. Eastern Standard Time.

Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your account(s). You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Transfers which are scheduled by you to be processed in the future will typically be posted at 3:00 am Eastern Standard Time on the business day specified or on the following business day if the transfer was scheduled for a non-business day.

### **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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

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

### **Business Days**

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday, 8 am – 5 pm and Saturday 8 am – 12 pm. Holidays are not included.

### **Stopping or Changing Transfers**

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as pre-authorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call us at 1-800-414-1103 or write to us at Wayne Savings Community Bank, P.O. Box 858, Wooster, Ohio 44691 or by using any electronic stop payment method that we provide for this purpose. If you call or write, you must do this in time for us to receive your request three (3) business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after the call.

If you order us to stop a pre-authorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

### **Stop Payments**

Stop payments may be placed through Personal Online Banking on checks that have not already cleared. You cannot use this service to stop payment on Online Bill Payments, debit and ATM card transactions or automatic (ACH) payments.

Please be aware that we do not inspect each item, therefore it is necessary to provide EXACT information, including the account number, check number and amount of the item to be stopped. If the information is not EXACT, our system may not be able to identify the item, and this stop-payment order will not be effective. In this case, Wayne Savings Community Bank cannot be held liable.

Rules governing stop-payment orders are established by the Uniform Commercial Code and other laws. You and we must abide by these rules. Submitted Stop-Payment Orders are effective for 6 months after the date received and will expire after that period unless renewed in writing. Your Stop-Payment Order will generally be processed immediately. However, Wayne Savings Community Bank cannot be liable for items that are cashed or paid within one full business day of this request.

\*Please refer to the applicable Account Disclosure & Fee Schedule for associated fees.

### **Statements**

Your funds transfers will be indicated on the account statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you

statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions on any statement or in any statement information.

### **Online Banking and Bill Pay Fees**

There is no fee for our Personal Online Banking service while the service remains active. If Personal Online Banking is inactive for 6 months, a \$6.00 monthly fee will be assessed to your account until the service is reactivated or closed.

The Bank will provide twenty (20) free Bill Payments per Online Banking account per month and then will charge \$0.75 per payment sent in excess of the twenty (20) payments. Fees for additional bill payments will be calculated and posted during the following month to your Primary Funding Account. Each payment's Send on Date will be used when calculating the number of payments that are sent in a month.

If your Online Bill Pay account is inactive, no payments sent for six consecutive months, a \$6.00 monthly fee will be assessed to your Primary Funding Account until the service is reactivated or closed.

Any financial fees associated with your standard personal deposit accounts will continue to apply and may be found by viewing Wayne Savings Personal Banking Account Disclosures & Fee Schedule. You are also responsible for any access and/or internet service fees that may be assessed by your communications provider.

### **Confidentiality**

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

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

### **Your Liability for Authorized Transactions**

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you have given someone your login information and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your login information or take additional steps to prevent further access by such person.

### **Consumer Liability**

Tell us AT ONCE if you believe your Personal Identification Number ("PIN") or password 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 (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Debit Mastercard/ATM Card and/or PIN or password, you can lose no more than \$50 if someone used your Debit Mastercard /ATM Card and/or PIN or password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Debit Mastercard /ATM Card and/or PIN or password, and we can prove we could have stopped someone from using your Debit Mastercard /ATM Card and/or PIN or password 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.

### **Transfers Involving Insufficient Funds**

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer (including available credit under any overdraft line), we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

### **In Case of Errors or Questions Involving Consumer Accounts**

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

Telephone us at 330-264-5767 or 800-414-1103 or write us at 151 N. Market Street, Wooster, Ohio 44691 (or complete a secure email when signed in to Online Banking) 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.

- a) Tell us your name and account number (if any).
- b) 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.
- c) 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.

## **Changing Terms and Terminating This Agreement**

This agreement will stay in effect until it is changed or terminated.

We have the right to terminate this agreement at any time. We will ordinarily send you notice of any termination, but we are not required to do so unless applicable law requires such notice. Once we terminate this agreement, no further pending transfers will be made, including but not limited to any transfers scheduled in advance or any pre-authorized recurring transfers. We may routinely terminate Online Banking service for customers that have not used the service within the first 90 days after activation or if the service has been inactive for six months.

We also have the right to make changes in this agreement at any time. We will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

You may terminate this agreement at any time by notifying us. We may require written notice and if required; any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to any transfers scheduled in advance or any pre-authorized recurring transfers.

You are not permitted to alter or amend this agreement or any related document without our express written consent. Any attempt to do so will be void and unenforceable.

## **Waivers**

No delay or omission by us in exercising any rights or remedies under this agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in a writing enforceable against us.

## **Notices and Communications**

Except as otherwise provided in this agreement, all notices required to be sent to you will be effective when we mail or deliver them to the last known address that we have for you in our records or when we make such notices available to you through electronic means. All notices and communications sent by you to us will be effective when we have received them and have had a reasonable time to act on them.

You agree to notify us promptly of any change in your mailing address, email address or telephone number.

## **Recording**

You agree that we may tape record any telephone conversations you have with us regarding the services covered by this agreement. However, we are not obligated to do so and may choose not to in our sole discretion.

## **Attorney Fees**

If we become involved in legal action to defend or enforce this agreement, you agree to pay our reasonable attorney fees and court costs, to the extent not prohibited by law.



## Law That Applies

Regardless of where you live or work or where you access our Online Banking service, this agreement is subject to the internal law of the State of Ohio and the federal law of the United States of America. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

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THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS.

### Company Representative If You Are a Business Entity

If you are a corporation, partnership, limited liability company, association or some other form of business entity, we will issue one set of initial login information to a company representative. It is your responsibility to ensure that login information is provided only to persons you authorize. You represent to us that each company representative and anyone else using your login information has general authority from your company to give us instructions to perform transactions using our Online Banking service.

Each person using your login information will have the ability to:

- Make transfers from qualifying accounts, regardless of the dollar amount of the transaction.
- Make transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use the login information to make transfers or obtain information or other services.

### Your Liability for Transactions from Business Accounts.

You are liable for all transactions that you make or authorize, even if the person you authorize exceeds your authority. If you or a company representative have given someone your login information and want to terminate that person's authority, you must notify us that transactions by such a person are no longer authorized. We may have to change your login information or take additional steps to prevent further access by such person.

Our system supporting our Online Banking service is designed so that it may be operated only upon entry of valid login information. Since we condition access upon entry of valid login information, we will accept instructions for transfers or other transactions from any person using valid login information. This is so even if the person obtaining access:

- Is not a company representative.
- Exceeds your authority or that granted by any company representative.
- Does not have your authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

You agree to be bound by all transactions from any business account for which valid login information was used. You authorize us to treat any instructions we receive using valid login information as if the instructions had been made in writing and signed by the appropriate company representative. Unless

there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our Personal Online Banking service.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the login information that were used to perform the transaction, and we have had a reasonable opportunity to do so.

Tell us AT ONCE if you believe your Personal Identification Number ("PIN") or password 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 (plus your maximum overdraft line of credit).

For business accounts only: You agree

- a) To assist us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by us;
- b) To notify us promptly in writing of any authorized user who is no longer employed by you or authorized to conduct business on your behalf;
- c) That by allowing anyone to use your Card, you will be responsible for all authorized and unauthorized transactions made; and
- d) That all of the provisions of the Deposit Account Agreement (including liability limitations and requirements that you give us prompt notice of unauthorized items) apply to your EFT services.

You agree to promptly examine all account statements and any confirmations of transfers which we or other banks may send or make available to you, and to promptly notify us of any discrepancy or error within 30 days of receipt of any such statement or confirmation.

Call us at 1-800-414-1103 or write us at Wayne Savings Community Bank, P.O. Box 858, Wooster, Ohio 44691 as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which is listed on the statement.

### **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:

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

### **Security Procedures**

By entering into this agreement and using our Online Banking service to perform transactions from business accounts, you agree to comply with all of our present and future security procedures with respect to transactions and services covered by this agreement. This includes, but is not limited to, protection of login information and other personal and business information. Our security procedures are contained in this agreement and in other written procedures we may provide to you.

You acknowledge receiving a copy of our current security procedures in this agreement and other documents we may provide to you. You agree that our current security procedures are commercially reasonable in the context of your business operations. We may at any time change our security procedures. We may advise you of such changes to the extent they affect your use of transactions and services under this agreement, but failure to do so will not affect your obligations or our rights. You agree to give all of our security procedures the highest level of confidentiality and to ensure that no login information is used by or accessible to anyone other than persons you have authorized.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

**Indemnification**

If you are a business entity or an individual performing transactions from a business account, you agree to indemnify us and hold us harmless from and against any and all claims, demands, expenses (including but not limited to reasonable attorney fees and costs), losses or damages claimed by any third parties (including but not limited to any company representatives or other persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement from a business account or (ii) your breach of this agreement.

END OF SPECIAL PROVISIONS THAT APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTIONS FROM BUSINESS ACCOUNTS.

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**Signatures**

You agree to all of the provisions of this agreement (to the extent applicable as provided in this agreement) by any and all of the following means:

- Using our Personal Online Banking service to perform any transactions.
- Physically signing this agreement.
- Causing your company representative to physically sign this agreement, if you are a business entity.
- Completing a separate electronic consent form to receive disclosures and enter into this agreement electronically.

Your electronic consent or use of our Personal Online Banking service has the same effect as if you had signed this agreement with your physical signature or that of your authorized company representative.

Your physical signature, electronic consent, or use of our Personal Online Banking service is also your acknowledgement that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us at 1-800-414-1103 or write us at Wayne Savings Community Bank, P.O. Box 858, Wooster, Ohio 44691 and we will forward a hard copy to you.

**Wayne Savings Community Bank Consent for Electronic Disclosure**

In this Consent Form, "we", "us", "our", "Bank" and "The Financial Institution" mean Wayne Savings Community Bank. The words "you" "your" and "user" mean the person(s) performing the transaction on

our Web site for which the Consent Form is being provided. If there is more than one of you, any consent or withdrawal of consent for electronic disclosures by any one of you will be effective for all of you with respect to that transaction.

### **Your Consent**

In order for you to apply for or open an account on our Web site, we must have your consent to provide required disclosures in electronic format. If you do not consent to electronic disclosure of these documents, you will not be able to proceed with the transaction on our Web site. Your consent applies to all of the documents we provide to you electronically in connection with applying for and opening the account on our Web site. This Consent Form does not apply to documents to be provided or made available later during the course of your account relationship. Such later documents (such as statements or notices) will not be provided to you electronically unless we offer them that way and you consent at that time to electronic delivery of such documents.

### **Paper Copies**

If you consent to electronic delivery of documents, we may also provide you with paper copies, but we are not required to do so. If we do not provide you with paper copies, you may obtain these documents in paper form by requesting copies. You may also call us and request a paper copy of a statement but the standard copy fee may apply. Please see the applicable Account Disclosure & Fee Schedule for associated fees. Our telephone number is 1-800-414-1103 Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Standard Time, and Saturday from 8:00 a.m. to 12:00 p.m. Eastern Standard Time.

### **Withdrawal of Consent**

Since this Consent Form does not cover documents to be provided later during the course of your account relationship, there are no subsequent documents for which to withdraw consent. If you want to withdraw consent before you have finished this transaction, you may do so by cancelling the transaction before you have completed it. Withdrawal of consent will not be effective for documents that we have already provided to you electronically.

### **Information Needed to Contact You**

Since this Consent Form does not cover documents to be provided later during the course of your account relationship, there are no procedures you need to use to update information needed for us to contact you electronically in order for you to receive the disclosures covered by the Consent Form.

### **Hardware and Software Requirements**

Electronic disclosures will be presented via the Internet. Since you are already accessing this Consent Form via the Internet, it is likely that you are already using all the hardware and software you need to access the disclosures electronically. In order to view these disclosures, you will need a hardware device that can access the Internet via modem or other form of connection, such as a personal computer (PC), a personal digital assistant (PDA), an Internet enabled telephone or other similar Internet device. Your hardware device must run on an appropriate operating system, such as Windows 7 or Mac OS X. You must contract with an Internet service provider (ISP) in order to be able to connect to the Internet. ISPs are companies like America Online (AOL), RoadRunner or digital subscriber lines through your local telephone company. You must use any hardware or software required by your ISP. Additionally, Internet browser software, such as Microsoft Internet Explorer 8.0 or above, Mozilla Firefox 4.0 or above, or Safari 6.0 or above, is required to access these disclosures from a personal computer. Adobe Acrobat Reader is required to view some disclosures from a personal computer. You will need a printer or a long-term storage device, such as your computer's disk drive, to retain these disclosures for future reference.

## **Contact Information**

Our Personal Online Banking Customer Support is available Monday - Friday from 8:00 a.m. to 5:00 p.m. and Saturday from 8:00a.m. to 12:00 p.m. ET excluding bank holidays.

You may call us at 1-800-414-1103 or 330-264-5254, e-mail us [consumeronlinebanking@waynesavings.com](mailto:consumeronlinebanking@waynesavings.com) or contact us by mail at:

Wayne Savings Community Bank  
Re: Personal Online Banking Support  
151 N Market St  
Wooster OH 44691

For security reasons, we advise you not to send confidential information such as Tax Identification numbers, account numbers, or login information through general e-mail.

## **PERSONAL BILL PAY AGREEMENT AND DISCLOSURE**

This Personal Online Bill Pay Agreement and Disclosure ("Bill Pay Agreement") is between Wayne Savings Community Bank ("us", "Bank", and "the Financial Institution") and each customer who has applied for, been approved for and enrolled in the Personal Bill Pay service ("Service"), and any person authorized by such customer to use the service. This Bill Pay Agreement sets forth the terms and conditions, under which you may use the Service to pay or transfer funds from your Wayne Savings Community Bank checking account to designated payees, based on your instruction to us via electronic means. By applying for the Service, you agree to be bound by these terms. Your use of the Service will be additional evidence of your agreement to these terms.

In this Bill Pay Agreement, the words "you," "your" and "user" mean those who sign as applicants, are authorized user(s) of your designated bill pay account or have an interest therein. The words "we," "us" and "our" mean the Bank and any agent, independent contractor, designee, or assignee that the Bank may, in its sole discretion, involve in the provision of online banking services.

### **Additional Service Definitions**

"Service" means the Personal Bill Pay service offered by Wayne Savings Community Bank.

"Bill Pay Agreement" means this Personal Bill Pay Agreement.

"Payee" is the person or entity to which you wish a bill payment to be directed.

"Payment Instruction" is the information provided by you through the Service to the Bank for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and payment Send on Date).

"Funding Account" is the checking account from which bill payments will be debited.

"Primary Funding Account" is the default checking account for payments and is the account that any Service fees will be automatically debited from.

"Business Day" is every Monday through Friday, excluding Bank observed holidays.

"Due Date" is the date reflected on your Payee statement for which the payment is due.

"Deliver by Date" is the date on which a payment is scheduled to be delivered.

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

"Login Information" includes but is not limited to your User ID and User Password for Personal Online Banking.

### **Eligibility**

To access the Service, you must have a qualified checking/MMI account with us and be enrolled in our Personal Online Banking. Bill Payments may only be made from your Wayne Savings checking account(s). You may maintain which eligible checking accounts can be used as a funding account for Bill Pay through Personal Online Banking.

### **Information Authorization**

Your enrollment in the Service may not be fulfilled or may be cancelled if the Bank cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Bank and its service provider reserve the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Bank and its service provider may obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

### **Payment Scheduling**

The earliest possible Send on Date and corresponding Deliver by Date will be shown for each payee within the Service when you are scheduling a payment. You will not be permitted to select a Send on Date that is before the earliest available Send on Date.

When scheduling payments, the Deliver by Date must be no later than the Due Date reflected on the payee statement unless the Due Date falls on a non-Business Day. If the Due Date falls on a non-Business Day, you must select a Send on Date that allows the corresponding Deliver by Date to be at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

### **Payment Authorization and Remittance**

By providing the Bank with names and account information of Payees to whom you wish to direct payments, you authorize the Bank to follow the Payment Instructions that it receives. In order to process payments more efficiently and effectively, the Bank may edit or alter payment data or data formats in accordance with Payee directives.

When the Bank receives a Payment Instruction, you authorize the Bank to debit your Funding Account and remit funds on your behalf so that the funds arrive on or before the Deliver by Date designated by you. You also authorize the Bank to credit your Funding Account for payments returned to the Bank by the United States Postal Service or Payee, payments sent via check that are not negotiated in the allotted time, or payments remitted to you on behalf of another authorized user of the Service.

The Bank will use its best efforts to make all your payments properly. However, the Bank shall incur no liability and any Service Guarantee shall be void if the Bank is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Bank, your Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;
3. You have not provided the Bank with the correct Funding Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
4. Circumstances beyond control of the Payee (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bank has taken reasonable precautions to avoid those circumstances.
5. Circumstances beyond control of the Bank which include but are not limited to delays in the handling and post of the payments by the Payee.

Provided none of the foregoing exceptions are applicable, if the Bank causes an incorrect amount of funds to be removed from your Funding Account or causes funds from your Funding Account to be directed to a Payee which does not comply with your Payment Instructions, the Bank shall be responsible for returning the improperly transferred funds to your Funding Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **Address or Account Changes**

It is your sole responsibility to ensure that the contact and Payee information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Any changes in your address, accounts or use of the Service may be through the Service if available otherwise changes must be provided to the Bank in writing. The Bank is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payee information or contact information.

### **Payment Methods**

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

### **Limits on Bill Pay Transactions**

You must have enough available money or credit in any account from which you instruct us to make a payment. All payments must be in U.S. Dollars.

For security reasons, we have implemented dollar limits on the amount of a single Bill Pay Payment as well as a total amount for all Bill Pay Payments sent on a given day. The standard limits set forth are \$9,999 for a single Bill Payment and \$19,999 for a daily total of payments. In addition, we also reserve the right to limit or suspend access to the Service as we deem necessary for security reasons.

### **Payment Cancellation Requests**

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 Bank has begun processing a payment it cannot be cancelled or edited.

### **Stop Payment Requests**

The Bank's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Bank may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed through the Service. If you desire to stop any payment that has already been processed through the Service, you must contact the Bank by phone or in person. See the Contact Information section of this agreement for our contact information.

### **Prohibited Payments**

Payments to Payees outside of the United States or its territories are prohibited through the Service. It is unlawful to use this system to transfer to any person or organization listed in the Office of Foreign Asset Control's Specially Designated Nations list.

### **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however such payments are discouraged and must be scheduled at your own risk. In no event shall the Bank be liable for any claims or damages resulting from your scheduling of these types of payments through the Service. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, misdirected, or incorrectly posted payments will be the sole responsibility of you and not of the Bank.

### **Documentation of Payments**

A confirmation number will be assigned to each Payment transaction at the time you submit your request. Please record the confirmation number for future reference. Bill Pay Payment information will be reflected on your statements and will also be available to you through online and other electronic channels.

### **Service Guarantee**

The Bank will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under the "Payment Scheduling" and "Payment Authorization and Payment Remittance" sections of this Bill Pay Agreement.

### **Bill Pay Delivery and Presentment**

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

Information Provided to the Payee – Should the Bank be unable to update or change your personal information (such as, but not limited to, name, address, telephone numbers and e-mail addresses) with the electronic Payee, then you will be responsible for contacting the Payee directly and making any necessary changes. Additionally it is your responsibility to maintain all usernames and passwords for all Payee sites. You further agree not to use someone else's information to gain unauthorized access to



another person's bill. You also agree the Bank may, at the request of the Payee, provide to the Payee your email-address, service address, or other data specifically requested by the Payee at the time of activating the electronic bill for that Payee, for purposes of the Payee informing you about any Service or bill information.

Activation - Upon activation of the electronic bill feature of the Service, the Bank may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Authorization to Obtain Bill Data - Your activation of the electronic bill feature for a Payee shall be deemed by us to be your authorization for us to obtain bill data from the Payee on your behalf. For some Payees, you will be asked to provide us with your user name and password for that Payee. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Bank will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Bank 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 Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of Electronic Bill Notification - The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The Bank will notify your electronic Payee(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. The Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of Electronic Bill(s) - You agree to hold the Bank harmless should the Payee 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 Payee directly.

Accuracy and Dispute of Electronic Bill - The Bank is not responsible for the accuracy of your electronic bill(s). The Bank is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Bill Pay Agreement does not alter your liability or obligations that currently exist between you and your Payees.

### **Service Fees and Additional Charges**

The Bank will provide twenty (20) free Bill Payments per Personal Online Banking account per month and then will charge \$0.75 per payment sent in excess of the twenty (20) payments. Fees for additional bill payments will be calculated and posted during the following month to your Primary Funding Account. Each payment's Send on Date will be used when calculating the number of payments that are sent in a month.

If your Online Bill Pay account is inactive, no payments sent for six consecutive months, a \$6.00 monthly fee will be assessed to your Primary Funding Account until the service is reactivated or closed.

Any financial fees associated with your standard deposit accounts will continue to apply and may be found by viewing Wayne Savings Personal Banking Account Disclosures & Fee Schedule. You are also responsible for any access and/or internet service fees that may be assessed by your communications provider.

### **Security of Login Information**

Your Login Information is confidential and should not be disclosed to third parties or recorded. You are responsible for safeguarding this information. You agree not to disclose or otherwise make your Login Information available to anyone not authorized by you to sign on your accounts or act on behalf of you. If you authorize anyone to have or use your Login Information, you understand that person may use the Service to review all of your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your Login Information and you agree that the use of your Login Information will be deemed to be your express authorization.

If you authorize anyone to use your Login Information in any manner that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the Bank or changing your Login Information immediately. You are responsible for any transaction made by such persons until you notify us that transactions and access by that person are no longer authorized and your login information is changed.

### **Customer Liability**

You are responsible for all Bill Pay transactions you make or authorize using the Service. If you permit or direct others to use this Service, your Login Information, you are responsible for any transactions they authorize or conduct on any of your accounts.

### **Limitation of Liability**

Except as otherwise stated in this Bill Pay Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

We will not be responsible under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. Our liability and your remedy for actual costs and losses resulting from our actions and/or omissions, whether the claim is in contract or tort, will not exceed six times the average monthly charge for the Service(s) in question for the three months immediately preceding the cost or loss.

Any claim, action or proceeding by you to enforce the terms of this Bill Pay Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

### **Indemnification**

You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any and all claims, losses, damages, costs, charges, counsel fees, payments, expenses and liabilities which results directly or indirectly, in whole or in part, from: (a) any actions or omissions on our part, whether arising from the provisions of this Bill Pay Agreement or as the result of your instructions to us; or (b) any actions or omissions by you, your agents or employees, or anyone who has apparent authority to act on your behalf.

### **In Case of Errors or Questions About Transactions Involving Consumer Accounts**

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

Telephone us at 330-264-5767 or 800-414-1103 or write us at 151 N. Market Street, Wooster, Ohio 44691 (or complete a secure email when signed in to Online Banking) 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.

- a) Tell us your name and account number (if any).
- b) 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.
- c) 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.

### **Termination of Service**

You may terminate your use of the Service at any time by contacting us. See Contact Information section. If you have scheduled payments to occur after the date by which you wish to cancel the Service, and do not want them to clear your account, you must also separately cancel those payments prior to the cut-off time of the scheduled Process Date. If we have not completed processing your termination request and you have not otherwise canceled a Payment, you will be responsible for Payments initiated before termination.

Inactive Accounts – Should you not utilize the Service for a period of six (6) months; the Bank shall consider your account to have achieved dormant status and has the right to terminate your Service.

We may terminate your use of the Service in whole or in part, at any time without prior notice, except as otherwise required by law. Termination will not affect our liability or obligations under this Bill Pay Agreement accruing prior to the date of termination. Access to the Service, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Bill Pay Agreement will control. You may request reinstatement by contacting us (see Contact Information section). We may, however, decline any such request.

### **Amendments**

We may amend (add to, delete or change) the terms of this Bill Pay Agreement, the Service fees, and User Guides by providing you with prior notice. We may amend our security procedures without prior notice if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

### **Other Agreements**

This Bill Pay Agreement supplements (and supersedes where inconsistent) the terms of the Online Banking Agreement and Disclosure Statement with us. Together, they constitute the entire agreement between you and us with respect to the Services.

### **Severability**

In the event that any portion of this Bill Pay Agreement is held by a court to be invalid or unenforceable for any reason, the remainder of this Bill Pay Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Bill Pay Agreement.

### **Enforcement**

You agree to be liable to the Bank for any liability, loss, or expense as provided in this Agreement that the Bank incurs as a result of any dispute involving your accounts or services. You authorize the Bank to deduct any such liability, loss, or expense from your account without prior notice to you. This Bill Pay Agreement shall be governed by and construed under the laws of the state of Ohio as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Bill Pay Agreement or collect any overdrawn funds on accounts accessed under this Bill Pay Agreement, the prevailing party shall be entitled, subject to Ohio law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Bill Pay Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Bill Pay Agreement.

### **Disputes**

In the event of a dispute regarding the Service, you and Bank agree to resolve the dispute by looking to this Bill Pay Agreement. You agree that this Bill Pay Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Bank relating to the subject matter of this Bill Pay Agreement. If there is a conflict between what an employee of the Bank says and the terms of this

Bill Pay Agreement, the terms of this Bill Pay Agreement will prevail. You agree to pay the Bank's reasonable attorney's fees and costs for any actions we take to enforce this Bill Pay Agreement.

## **Miscellaneous**

Compliance with Laws - You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control.

Financial Review - You agree to provide us with a financial statement or information on your financial condition upon our request.

Monitoring of Communications - You agree that we may monitor and record your telephone and electronic communications in connection with the Services at any time, without further notice to you or any party to the communication.

No Assignment - We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Bill Pay Agreement without our prior written consent.

No Third Party Beneficiaries - This Bill Pay Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Bill Pay Agreement.

No Third Party Use - Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

Overdrafts - When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. Whether your overdraft will be paid is discretionary and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts.

Security Interest - You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Bill Pay Agreement.

Waivers - Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

## **Contact Information**

Our Personal Bill Pay Customer Support is available Monday - Friday from 8:00 a.m. to 5:00 p.m. and Saturday from 8:00a.m. to 12:00 p.m. ET excluding bank holidays.

You may call us at 1-800-414-1103 or 330-264-5254, e-mail us [consumeronlinebanking@waynesavings.com](mailto:consumeronlinebanking@waynesavings.com) or contact us by mail at:

Wayne Savings Community Bank  
Re: Personal Bill Pay Support  
151 N Market St  
Wooster OH 44691

For security reasons, we advise you not to send confidential information such as Tax Identification numbers, account numbers, or login information through general e-mail.