



PO Box 232, Millersburg, OH 44654

The Commercial & Savings Bank



THE COMMERCIAL AND SAVINGS BANK ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

This agreement states the terms and conditions that apply when you use The Commercial & Savings Bank (CSB) Online Banking service. 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. Strict adherence to all of CSB instructions and procedures applicable to the services covered by this agreement is required.

“You” and “your” mean each person who establishes an Online Banking Customer Account with us or who uses or is authorized to use an Online Banking identification number and password or other means of access we establish or approve. The term “Online Banking” means the CSB service that allows you to make payments, transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer and modem, mobile devices, and/or other means CSB authorizes or allows.

IDENTIFICATION NUMBER AND PASSWORD

To access CSB's Online Banking service, you must use the identification number and/or other means of access CSB establishes or provides for your Online Banking Account, together with a password. Anyone to whom you give your Online Banking identification number and password or other means of access will have full access to your accounts, even if you attempt to limit that person's authority.

Business Online Banking allows businesses to appoint an Administrator for their Online Banking account. The Administrator has full access to the accounts requested by the business to be viewable through Online Banking. The Administrator is authorized to give access and authority levels to other users of the business according to the individual business' policies.

ONLINE FUNDING ACCOUNT

You must be an owner in each of the accounts designated on your Online Banking application. Accounts that require more than one signature for withdrawals will be displayed to view only; no transfer “from” capabilities will be allowed for these accounts. Accounts for organizations, associations, clubs, businesses (except in DBA cases), public funds and other such entities are not permitted to be commingled with personal accounts of the officers or agents. A written resolution shall be required authorizing the establishment of Online Banking services for such entities and filed with CSB.

ONLINE BANKING TRANSACTIONS

You, or someone you have authorized by giving them your Online Banking identification number and password or other means of access (even if that person exceeds your authority), may instruct us to perform the following transactions:

- Make transfers between your qualifying accounts to the extent authorized;
 - Obtain information that we make available about your qualifying accounts;
 - Obtain other services or perform other transactions that CSB authorizes; and
 - Create a payment to any business or person through the Online BillPay portion of Online Banking.
- Business Online Banking ID and Password can allow access to ACH, Wires and Employee Tax Payments.

LIMITS ON ONLINE BANKING TRANSACTIONS

You must have enough available funds in any account from which you instruct us to make a payment or transfer. If any of your designated accounts are savings accounts, certain restrictions on the types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for savings accounts is the monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement. You also agree to the “Terms & Conditions of Your Deposit Account” that you received when you opened your deposit account. You may request another copy of the “Terms and Conditions of Your Deposit Account” at any time.

Business Online Banking customers will also have limits on the total daily amount allowed to be processed through Wires and ACH on a daily basis according to the Recurring Wire Transfer Agreement and/or ODFI- Originator Agreement on file with CSB.

OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS

If CSB does not complete a payment, ACH transaction, Wire or transfer on time or in the correct amount according to our agreement with you, CSB may be liable for your losses or damages. However, there are exceptions. CSB WILL NOT be liable for the following:

- 1) If, through no fault of CSB, you do not have enough available money in the account from which a payment, ACH transaction, wire or transfer is to be made, or if the account has been closed or is not in good standing, or if CSB reverses a payment or transfer because of insufficient funds;
- 2) If any payment or transfer would go over the credit limit of any account;
- 3) If your equipment or CSB's was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction;
- 4) If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit/debit your account or otherwise complete the transaction;
- 5) If you do not properly follow CSB's instructions or if you provide CSB with wrong or inaccurate information or fail to correct or tell CSB about any inaccuracy of which you are aware;
- 6) If you do not instruct CSB soon enough for your payment, ACH transaction, wire or transfer to be received and credited by the time it's due;
- 7) If the money in the account from which a payment or transfer is to be made is subject to legal process or other claim that would restrict the transaction;
- 8) If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that CSB has taken;
- 9) If the amount to be processed through Business Online Banking's ACH or Wire service is in excess of the daily limit agreed to in the recurring Wire Transfer Agreement or the ODFI-Originator Agreement.

BUSINESS DAYS

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, CSB will only process transactions and update information on business days. CSB's normal business days are Monday through Friday (Federal Holidays are not included). Transfers made after 5:00 p.m. Monday through Friday will normally be processed on the next business day.

Our Online BillPay service is generally available 24 hours a day, 7 days a week. CSB will process payments two times during a business day. Payments are processed at approximately 12:30 p.m. and 2:30 a.m. each business day, and can be modified or deleted anytime prior to processing.

Our Business Online Banking service is available 24 hours a day, 7 days a week, upon written request. However, the initial restrict access time is defaulted from 6:00a.m. to 8:00 p.m. Monday through Saturday.

CSB will process ACH transactions initiated before 3:00 p.m. Monday through Friday (Federal Holidays are not included) on a daily basis. ACH Direct Deposit and ACH Direct Debits must be initiated at least one (1) day in advance. Although two (2) business days is preferred, CSB customers have the capability of transmitting the file one (1) business day prior to the effective date. When transmitting the file one (1) business day prior to the effective date, CSB cannot guarantee the availability of funds on the effective date at the receiving institution.

Wires will need to be initiated by 2:00 p.m. for one time and recurring wire transfers.

STATEMENTS

Your Online Banking transfers, ACH transaction, Wires and payments will be indicated on the monthly statements CSB provides or makes accessible to you for your Online Funding Account. You agree to notify CSB promptly if you believe there are any errors or unauthorized transactions on any statement, or if you change your address. Failure to notify CSB in a timely manner could result in the loss of your ability to have errors or unauthorized transactions corrected.

CUSTOMER LIABILITY

You, as a customer, agree to the terms of this Online Banking account & any service charges that may be imposed. You authorize the deduction of these charges directly from the account balance. 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 Online Banking identification number and password or other means of access and want to terminate that person's authority, you must change your identification number and password or other means of access or take additional steps to prevent further access by such person.

The Business Online Banking Administrator is authorized to remove user's authorization level, flag the user as "Held" or have the ID and password for the business changed as needed. All users added to Business Online Banking will only have access to the ID once the Administrator contacts CSB verifying a new user was added.

UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR ONLINE BANKING IDENTIFICATION NUMBER OR PASSWORD

If you believe your Online Banking identification number or password or other means of access have been lost or stolen, or that someone has used them without your authorization, please do the following:

During Normal Business Hours:

Call us immediately at 330-674-9015 or 800-654-9015

After Normal Business Hours:

E-mail us through our Website at www.csb1.com

Business Online Banking users should contact their Administrator to have their Business Online Banking ID and password reset. The administrator may contact CSB for additional help with lost ID, Password or locked account.

Immediately phoning CSB is the best way of reducing your possible losses. CSB understands there is no guarantee that e-mail will always arrive at its intended destination. CSB will send an e-mail back to you as your confirmation that CSB did receive it. Never send your account, social security, or identification numbers or password with your e-mail. Your name, address, phone number, and a brief message as to what problem you are having, is all we will need to proceed.

MOBILE SERVICES

Your enrollment in the CSB Online Banking Service may include access to some products and services through most mobile devices with an Internet browser through our Mobile Banking product at www.csb1.com. In order to use Mobile Banking you must have a mobile device that is a supportable mobile device such as a cellular phone or other mobile device that is web-enabled and allows SSL traffic. You may also download a Mobile Banking application for the iPhone, iPad, or Android devices. CSB does not guarantee that your device or mobile phone service provider will be compatible with Mobile Banking. We reserve the right to modify the scope of the Mobile Banking Services at any time.

By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

CSB will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device. You agree that when you use CSB Mobile Banking or a CSB Mobile Banking Application, you will remain subject to the terms and conditions of all your existing agreements with CSB. You also agree that you will be subject to the terms and conditions of all your existing agreements with your mobile service carrier or provider (i.g. ATT & T, Verizon, Sprint, T-mobile, etc.) You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of CSB Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with CSB Mobile Banking, including while downloading the CSB Mobile Banking Application, sending or receiving text messages, or other use of your Wireless Device). You agree to be solely responsible for all such fees, limitations, and restrictions.

If you use any location-based features of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features

CSB Mobile Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other move money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions provided by your communication service provider or any app store.

SECURITY

Mobile phones and other devices with Internet capabilities are susceptible to viruses. You are responsible to ensure that your device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. CSB will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses.

You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information or any other means to access Mobile Banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you.

We make no representations that Mobile Banking will be available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

ALERTS AND MOBILE TEXT SERVICES

Your enrollment in the Online Banking Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. We may use a telephone number, e-mail address or other delivery location we have in our records for you or other such contact information as you may provide to us for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You also understand that there may be a disruption in service when you change your communications service provider. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us, and you may be automatically enrolled to receive certain Alerts. While you have to have an eligible account to use the service, once it is activated, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. For additional assistance with the Alerts and Text Services, contact CSB customer service at 800-654-9015.

AMENDING THIS AGREEMENT OR FEES

CSB may amend this Agreement at any time by sending notices as described in your Primary Online Banking Agreement: provided, however that this Agreement governs our right to provide you with that notice electronically. You may choose to accept or decline the change. By continuing to use Mobile Banking after the effective date stated in the notice, you are deemed to accept that change.

LOST OR STOLEN MOBILE DEVICE OR PASSWORD; UNAUTHORIZED TRANSACTIONS

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at 800-654-9015. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Primary Online Banking Agreement and the applicable agreement(s) governing the affected deposit account.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT

In case of errors or questions about your deposit accounts or Mobile Banking service itself, contact our Customer Service Center at 800-654-9015.