



## Online Banking/ Bill Pay/ Cash Management Agreement

Rev. 5/2015

This Agreement describes your rights and obligations as a user of the First Volunteer Bank's Online Banking service, Bill Payment service and/or Cash Management service (each, a "Service" and collectively "Services"). It also describes the rights and obligations of First Volunteer Bank. Please read this Agreement carefully before using any of the Services. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

### Definitions

The following definitions apply in this Agreement:

- **"Access Device"** is a computer or other electronic equipment used to access Online Banking.
- **"Authorized User" or "User"** is a person designated as being authorized by the Company to access or use any Service on the Company's behalf.
- **"Business Day"** – Monday through Friday excluding Federal holidays (unless otherwise noted).
- **"Business Hours"** - 8 a.m. to 5 p.m. Eastern Standard Time or Eastern Daylight Time, as applicable.
- **"Company"** – a First Volunteer Bank customer that is a corporation, partnership, limited liability company, sole proprietorship or other organization whose online accounts are used primarily for business and commercial purposes.
- **"Customer"** – any Individual or Company having an interest in an account or other relationship that is accessible through the Services and any Individual or Business authorized to use the Service
- **"Online Banking"** is any Service available through [www.firstvolunteer.com](http://www.firstvolunteer.com) or other Internet-based service providing access to your First Volunteer Bank account(s)
- **"Online Account"** means any First Volunteer Bank account you can access through [www.firstvolunteer.com](http://www.firstvolunteer.com) or other online banking service.
- **"Password"** is the system-generated PIN sent to you by First Volunteer Bank for use during the initial sign-on, or the PIN you select after the initial sign-on, that establishes your connection to the Service
- **"You" and "Your"** refer to the Company.
- **"We", "us" or "Bank"** refer to First Volunteer Bank (FVB).

Other capitalized terms used in the Agreement shall have the meanings ascribed thereto as set forth in this Agreement.

## Services

The following transactions may be completed using Online Banking:

- View your First Volunteer Bank deposit and loan account balances and transactions
- Transfer funds between your First Volunteer Bank accounts
- Make loan payments
- View and/or download statements
- View and print check images
- Initiate Stop Payments on checks (regular fee applies)
- Bill Payment
- Originate ACH debit and/or credit transactions

## Use of Service/Limited Sublicense

The Bank uses an Online Banking Provider which is the sole owner and licensor of the Online Banking Services and has granted the Bank the right to sublicense Services to its customers. Bank hereby grants to the Customer a sublicense for use of Services on an access device, subject to the terms and conditions set forth in this Agreement. Customer agrees that the Services and the Services documentation are valuable, confidential, and proprietary property of the Bank and/or its Online Banking Provider and agrees not to transfer, distribute, copy, reverse, compile, modify or alter the Services or the Services documentation or any part thereof.

## Access to Services

First Volunteer Bank will provide instructions on how to use the Online Banking service, Bill Payment service or Cash Management service. You may access the Services from our web site located at [www.firstvolunteer.com](http://www.firstvolunteer.com). You will need an access device, an internet service provider, and your Online Banking Login ID and Password to sign-in to the Service and access your Online Accounts. For security purposes, you are required to change your password(s) upon your initial log-in to the Service.

## Cash Management Users

The Bank will issue a FVB Cash Management USER ID and Password to the Company's Primary Administrator (i.e. the person appointed by the Company and designated on the Cash Management Enrollment form as Administrator for all Services).

Your Primary Administrator may designate one or more Secondary Administrators. Your Primary Administrator and any Secondary Administrator may designate one or more Authorized Users, establish transaction and authority limits for each User, edit User authority, unlock blocked Users, and delete Users. **You accept as your responsibility the designation of any Secondary Administrator by your Primary Administrator and any Authorized User by your Primary Administrator or any Secondary Administrator.** You understand that the Primary Administrator and any Secondary Administrator will control, and you authorize them to control access and use by Authorized Users of the Services. ***The Primary Administrator or any Secondary Administrator can add, change or terminate your Authorized Users from time to time in their sole and absolute discretion.*** The User's ID and Password identify the User as an individual who is authorized to conduct transactions within the Company's account and validate the directions given.

You will require your Primary Administrator, any Secondary Administrator(s) and all Authorized Users to comply with all provisions of this Agreement and all other applicable agreements, and you represent and warrant that they will do so. You acknowledge and agree that you are fully responsible for the failure of your Primary Administrator, any Secondary Administrator or any Authorized User to so comply. You are fully responsible for (i) any bill payment or transfer made, (ii) any other Services utilized or transaction entered into or completed, and (iii) any charges incurred by your Primary Administrator, any Secondary Administrator and any Authorized User, even if your authorization is exceeded or violated by such person.

Whenever any Authorized User leaves the Company's employment or you otherwise revoke the authority of any Authorized User to access or use the Services, you must notify your Primary Administrator or any Secondary Administrator immediately and the Primary Administrator or Secondary Administrator, as applicable, is solely responsible for deactivating such Authorized User's Cash Management User ID. You remain fully responsible for all use of the Cash Management User ID and the Services by any such Authorized User.

When any Secondary Administrator leaves the Company's employ or you otherwise revoke the authority of any Secondary Administrator to access or use the Services, you must notify your Primary Administrator immediately and the Primary Administrator is solely responsible for deactivating such Secondary Administrator's Cash Management User ID. You will remain fully responsible for all use of the Cash Management User ID and the Services by any such Secondary Administrator.

When the Primary Administrator leaves the Company's employ or you otherwise revoke your Primary Administrator's authority to access or use the Services, you must notify First Volunteer Bank immediately. *You remain fully responsible for all use of the Services by the Primary Administrator occurring before you notify us and we have had a reasonable opportunity to act upon your notice.*

### **Use of Your Security Password; Authorization**

Your Password for the Service is a security method which helps you to maintain the security of your Online Accounts. You accept responsibility for the confidentiality and security of your Password. You agree that we are authorized to act on, and are not liable for, instructions received under your Password and are held harmless for any such actions. You will be denied access to the Service if you do not enter the correct Password or other requested information.

### **Separation of Duties (Cash Management Customers)**

Online Banking provides you the ability to require an approval of certain Services before they can be processed. In order to increase your internal security, we strongly recommend that the Primary Administrator assign dual control to initiate transactions such as Funds Transfers and ACH Originations whenever possible.

### **Commonly Controlled Entities (Cash Management Customers)**

Customer represents and warrants that each of the entities listed on Addendum A is under common ownership and/or control of Customer (each, a "Commonly Controlled Entity").

As applicable, you consent to being listed as a commonly owned/controlled entity on Addendum A to the Online Banking Agreements signed by each Commonly Controlled Entity. You acknowledge and agree that, by including an entity on Addendum A as a Commonly Controlled Entity, and by agreeing to be included on Addendum A to the Online Banking Agreements of the Commonly Controlled Entities:

- Your Accounts will be accessible to the Commonly Controlled Entities;
- You will have access to the Accounts of the Commonly Controlled Entities;
- Your (and your Commonly Controlled Entities') Primary Administrator, Secondary Administrators and Authorized Users will be able to transfer funds among the Accounts of the Commonly Controlled Entities;
- All checks issued to payees through the Bill Pay function for any of the Commonly Controlled Entities will be printed in the name of the entity in which the Cash Management account has been established.

You agree to designate as your Primary Administrator the same individual designated as such by each Commonly Controlled Entity (which individual shall be an officer or employee of Customer and of each Commonly Controlled Entity), and you agree that such Primary Administrator will only designate Authorized Users who are officers or employees of Customer and of each Commonly Controlled Entity. You agree to defend, indemnify and hold us harmless from and against any and all actions, losses, liabilities, claims, damages or expenses (including, without limitation, attorneys' fees, court costs and expenses) arising from or related to (i) your designation of an entity as a Commonly Controlled Entity, (ii) a Commonly Controlled Entity's designation of you as commonly owned/controlled with it, or (iii) the transfer of funds from an Account maintained by you to an Account maintained by a Commonly Controlled Entity, or vice versa. You and all Commonly Controlled Entities shall be jointly and severally liable for this indemnity obligation.

### **Equipment/Computer Requirements**

You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for using the Services. Your computer or Internet access device must, at a minimum, have a browser with capabilities to support a minimum of 128-bit encryption. Supported browsers are Microsoft Internet Explorer (IE) Version 9.0 or higher, Firefox Version 29 or 24.5 ESR, or Safari Version 5.1 and higher. We are not responsible for any losses, damages, injuries, errors or failures caused by any malfunction of your computer or other device or any virus or other problems that may be associated with access to or use of the Services or your computer or other device. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

### **Security Recommendations**

We require an alpha-numeric password that is a minimum of 8 characters in length. We recommend that you create a password that utilizes numbers, special characters and both upper and lower case alpha characters. We require you to change your password periodically and do not allow you to use one of your previous four (4) passwords. Your password should not be associated with any commonly known or easily accessible personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down

**First Volunteer Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your access devices using a continually updated virus protection product that also scans Internet and e-mail files.**

### **Banking Transactions with Online Banking**

Customer authorizes the Bank to take any action necessary to complete any transaction initiated through the Services on the Customer's behalf. This authority includes, without limitation, the withdrawal of funds from any of Customer's accounts or advance from a loan under any of Customer's loan accounts (if approved by the Bank), both of which are effective as though Customer had signed a check or withdrawal form to make the withdrawal or signed a direct loan check to obtain the loan.

New services may be introduced for Online Banking from time to time. We will notify you of the existence of these new services. By using these services, you agree to be bound by the rules governing the use of such services, which will be made available to you.

### **Balance Reporting**

First Volunteer Bank shall provide prior day balance and the current available balance and transaction information for Online Accounts.

### **Funds Transfer Service**

You may use the funds transfer service to schedule the transfer of funds between checking and savings Online Accounts. You may not use this Service to obtain an advance or to transfer funds from any Online Account that is a Commercial Loan Account. The Service allows you to make funds transfers in the following ways:

- An immediate transfer- a single transfer of funds to be made as soon as possible after you request the transfer.
- A future dated transfer- a single transfer of funds to be made on a date you specify.
- A recurring transfer- one of a series of transfers of a fixed amount of funds on a regular periodic basis.

If you make a deposit to any Online Accounts by transferring funds using this Service before 6:00 p.m., Eastern Time, on any Business Day that we are open, we will consider that day to be the day we receive your deposit, unless we tell you otherwise. If you make a deposit to any Online Accounts by transferring funds using the Services after 11:00 p.m., Eastern Time on any Business Day or on any day that is not a Business Day (Saturday, Sunday, and Federal Holiday), we will consider your deposit to be received by us on the next Business Day we are open. You are responsible for the input and verification of all information entered into your Online Banking Account. First Volunteer Bank shall have no responsibility to determine the accuracy of such information.

First Volunteer Bank may, in its sole discretion, reject any transfer request if there are insufficient Available Balances in Online Account(s); or the transfer request (1) is not authenticated to First Volunteer Bank's satisfaction; or (2) First Volunteer Bank believes, in good faith, may not be authorized by you; (3) contains incorrect, incomplete or ambiguous information; or (4) involves funds subject to a lien, hold, dispute or legal process which prevents their withdrawal or transfer. First Volunteer Bank shall incur no liability for any loss to you or to any third person occasioned by First Volunteer Bank's refusal to make such transfer.

You agree to defend against, indemnify and hold us harmless from any and all actions, losses, liabilities, claims, damages or expenses (including, without limitation, attorneys' fees and court costs and expenses) arising from First Volunteer Bank's refusal to make such transfer.

## **Transfer Limitations**

Federal regulations require the limitation of the number of preauthorized transfers (including transfers made with this Service) on certain types of deposit accounts. The following limitations apply in accordance with the agreement that governs an Account:

- Statement Savings and Money Market Accounts – You can make no more than six (6) preauthorized transfers per statement cycle.

In accordance with federal regulation, if you have more than the allowable preauthorized transfers, then the applicable Account may be subject to closure by us and the funds placed in another Account that you are eligible to maintain. Please reference your Deposit Account Agreement for a definition and examples of a preauthorized transfer.

## **BILL PAYMENT SERVICE**

The Bill Payment service allows you to schedule bill payments through Business Online. Bank does not provide the service directly. Instead, Bank entered into an agreement with a bill payment provider to provide the bill payment services directly to you. Subject to any regulatory limitations on usage, you can arrange, at your option, for the payment of your current, future and recurring bills from a checking account or a money market checking account. There is no limit to the number of payments that may be authorized and you may pay any merchant or individual approved by the bill payment provider. While you initiate payments electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By furnishing the names of your payees/merchants and their addresses, you authorize Bank and its bill payment provider to follow the payment instructions you provide for those payees/merchants. When payment instructions are received, funds will be remitted from the selected account, to the appropriate payee on your behalf on the day that you request ("Payment Date"). However, there is no obligation to make requested payments unless your account and/or overdraft protection plan has sufficient funds available to pay the bill as of the Payment Date. Funds for bill payments will be withdrawn from your account on the applicable Payment Date. A bill payment account ("Bill Payment Account"), separate from any account you hold at Bank, is established at the Bill Payment provider. When the Bill Payment provider receives notification of any return item, such as NSF or Account Closed, a block is placed on the Bill Payment Account for a minimum of five (5) business days. This prevents you from initiating any additional payments through the Bill Payment Account or from having any recurring or future dated payments made until the original return item has been paid. You may stop or change any scheduled payment. You may not change a payment that has been processed. The bill payment provider is obligated to pay any late fees incurred by you because of late payments up to \$50.00 so long as you allow five (5) business days for payments by check and for electronic payments.

The Bank and its Bill Payment provider reserve the right, at their discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received. Bank and its Bill Payment provider also reserve the right to terminate your use of Bill Payment services at any time.

You can modify or delete bill payments, but modifications or deletions must be made **before** the payment is processed. You may request a stop payment of a check payment. **You cannot request stop payment of an electronic payment.**

If, for any reason, you should ever wish to cancel Business Online, it is strongly suggested that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated. Any outstanding payment orders (all individual payments and all recurring payments) will be deleted automatically once we have been notified that your Bill Payment service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

## **RESPONSIBILITY**

Neither Bank nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the limit for any arrangement set up to cover overdrafts; (v) you, or anyone you allow, are negligent, commit fraud or violate any law or regulation in connection with Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Services; (ix) you knew that Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) prevent, hinder or delay the transaction.

## **Automated Clearing House (ACH) Origination Entries**

### **First Volunteer Bank ACH Origination Agreement:**

For purposes of the ACH Origination Agreement, "business day" means any day in which both First Volunteer Bank and the Federal Reserve Bank are open for business. "ACH File or Entries" means a set of transactions compiled in an approved format for transmission and processing through the ACH Network. "ACH Entry or Item" means an individual credit or debit to an account within an ACH file.

WHEREAS, Company desires First Volunteer Bank to provide it with certain ACH services, pursuant to the terms and conditions provided herein:

NOW, THEREFORE, in consideration of mutual promises and other valuable considerations, the parties hereby agree as follows:

### **RECITALS**

- A. To be bound by the ACH Rules (the "Rules") as defined by NACHA.
- B. Company wishes to initiate PPD/CCD/WEB credit or debit entries pursuant to the terms of this Agreement and the Rules, and First Volunteer Bank is willing to act as the Originating Depository Financial Institution (ODFI) with respect to such entries.
- C. The Company agrees to comply with and be bound by the NACHA Rules, the terms of Electronic Funds Transfer Act, Uniform Commercial Code 4A(UCC 4A) and all applicable State and U.S. Laws and Regulations. In the event the Company violates any of the applicable Rules and NACHA imposes a fine on First Volunteer Bank because of the Company's violation, First Volunteer Bank may charge the fine to the Company.

## AGREEMENT

### 1. **Origination of ACH Entries by Company**

Company shall transmit ACH files to First Volunteer Bank in compliance with the formatting and other requirements set forth by NACHA Rules. Company agrees that its ability to originate files under this agreement is subject to exposure limits and holds in accordance with First Volunteer Bank's general lending and ACH policies.

### 2. **Security Procedures.**

First Volunteer Bank and the Company shall comply with the security procedure requirements described herein and as otherwise disclosed with respect to files transmitted by the Company to First Volunteer Bank. The company acknowledges that the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of a file. No security procedures for the detection of any such error(s) has been agreed to by First Volunteer Bank and the Company.

Company is responsible to establish and maintain procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by First Volunteer Bank.

The Company's Authorized Users will have access to transmitting ACH files via the Cash Management application at [www.firstvolunteer.com](http://www.firstvolunteer.com). Such Users must use the prearranged login procedures.

For the security of our customer's accounts, First Volunteer Bank offers Two-Factor Authentication by way of Symantec hard and soft tokens, in addition to user name and password. These tokens give a unique one-time code when initiating ACH transfers. Soft tokens are offered at no cost to First Volunteer Bank customers, while hard tokens are charged per the bank's fee structure in Schedule A.

Soft tokens **MUST** be downloaded and registered to computing devices (i.e. smartphone, tablet, etc.) **which are separate from the computing device that the online banking session is initiated on (i.e. office workstation, laptop, etc.).**

Hard tokens must be secured at minimum by lock and key when not in use. Access to these tokens should be restricted to only those that require them.

It is recommended that the holder of the token be separate from the initiator of the online session as a means of dual control. This applies to soft tokens, as well as hard tokens.

The Administrator of the account is responsible for the distribution, registration and supervision of the tokens provided.

Users will provide First Volunteer Bank one of the following methods for use in verifying amounts and item totals **prior** to transmission of an ACH file:

1. A signed and faxed Transmittal Register;
2. A signed Transmittal Register scanned and sent via First Volunteer Bank's Secure File Drop;



3. Or, upon prior approval from FVB, an exception may be made to allow phone-in verification. This method will require an assigned phone number to initiate the call to FVB and a confidential code supplied by FVB to the User.

**ACH Files will not be processed until we receive the proper verification of file totals.**

Once First Volunteer Bank receives the ACH file, an email will be sent to the User confirming file amounts and item totals.

The Company is solely responsible for access to the data files maintained on the Company's access devices. The Company will be responsible for operator security procedures on the access devices licensed to transmit ACH files.

The Company shall assume full liability for any action made by any third party (e.g. CPA firm) used by the Company at its discretion to initiate entries on its behalf.

**If Company believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Company agrees to notify First Volunteer Bank immediately, followed by written confirmation from the Company.** Notice to First Volunteer Bank must be made within a reasonable time period to prevent unauthorized transfers and First Volunteer Bank will not be liable for files processed in good faith prior to such notification.

**3. Processing, Transmittal and Settlement by Financial Institution.**

First Volunteer Bank shall process entries from the Company that conform with ACH file specifications set forth in the Rules, transmit these entries as an Originating Depository Financial Institution (ODFI) to the Federal Reserve Bank (ACH Operator) and settle for such entries as provided by the Rules. We will transmit such entries to the ACH Operator provided such entries are received by First Volunteer Bank's cut-off time (4:00 p.m. Eastern time) on a business day; the Settlement Date is at least two days later for Credit files and 1 day later for Debit files after such business day; and the Federal Reserve Bank is open. For purposes of this agreement, entries shall be considered received by First Volunteer Bank when a confirmation email is sent to the company.

**4. On-US Entry.**

In the case on an Entry received for credit or debit to an account maintained at First Volunteer Bank, we shall credit or debit the Receiver's account for the amount specified in the ACH file on the Settlement Date.

**5. Rejection of Entries.**

We may reject any entry which does not comply with the requirements. First Volunteer Bank may reject any On-Us entry for any reason for which an entry may be returned under the Rules. First Volunteer Bank may reject an entry if the Company has failed to comply with its account balance obligations under Section 9. First Volunteer Bank will notify the Company either by phone, electronic transmission or in writing of such rejection no later than the business day such entry would have been initiated. Notices of rejection are effective when given. First Volunteer Bank will have no liability to Company by reason of the rejection.

**6. Cancellation or Amendment by Company.** Company shall have no right to cancel or amend an ACH file after its receipt by First Volunteer Bank; however, if such request complies with specified security procedures, First Volunteer Bank will use reasonable efforts to act on a request to either cancel or

amend the file prior to submitting it to the Federal Reserve. Such request will have to be made in writing by the Company. The Company shall reimburse First Volunteer Bank for any expenses, losses or damages incurred in attempting to effect the cancellation or amendment of a file.

**7. Notice of Returned Entries and Notifications of Change.** First Volunteer Bank will notify the Company by phone or electronic transmission of the receipt of a returned ACH item no later than **2** (two) business days after such receipt. First Volunteer Bank will have no obligation to retransmit a returned item if the original file complied with the terms of this Agreement. First Volunteer Bank will provide all information, as required by the NACHA Operating Rules, with respect to each Notification of Change (NOC) Entry received relating to the Entries transmitted by the Company. First Volunteer Bank must provide such information within **2** (two) banking days of the settlement date of the Original entry.

**8. Payment by Company for Entries; Payment by First Volunteer Bank for Entries.**

- a. The Company shall pay First Volunteer Bank the amount of each credit ACH item transmitted pursuant to this agreement on the Settlement Date.
- b. First Volunteer Bank shall pay Company the amount of each credit ACH item returned by a Receiving Depository Financial Institution (RDFI).
- c. The Company shall pay First Volunteer Bank the amount of each debit ACH item returned by an RDFI that was transmitted by First Volunteer Bank pursuant to this Agreement
- d. First Volunteer Bank will pay the Company the amount of each debit ACH item transmitted pursuant to this Agreement on the Settlement Date

**9. The Account.**

First Volunteer Bank may, without prior notice or demand, obtain payment of any amount due and payable under this Agreement by debiting the Company's established ACH account (Account). The Company shall at all times maintain a balance of available funds in its Account sufficient to cover its payment obligations. In the event there are not sufficient available funds in the Account to cover the Company's obligations under this Agreement, the Company agrees that First Volunteer Bank may debit any Company account maintained with the Bank.

**10. Company Representations and Agreements; Indemnity.**

With respect to each and every ACH item transmitted by the Company, the Company warrants to First Volunteer Bank and agrees that:

Each entity shown as a Receiver has authorized the initiation of such entry and the crediting or debiting of its account in the amount and on the Settlement Date entered. Authorization must be obtained prior to the first transaction. Company must indicate how authorization can be revoked.

The Company will obtain written authorizations for entries and shall retain in a retrievable and deliverable format the original or electronic record for **2** (two) years after the authorization has been terminated. The Company will provide a copy of any such authorization within 5 days to First Volunteer Bank upon its request.

It will be the responsibility of the Company that the origination of ACH transactions complies with U.S. law and that no transactions are being sent to or payments received from suspected terrorists on the OFAC list.

## **11. First Volunteer Bank: Liability; Limitations on Liability; Indemnity.**

- a. In the performance of the services required by this Agreement, First Volunteer Bank will rely solely on representations and warranties by the Company and shall not be responsible for the accuracy or completeness thereof. First Volunteer Bank will be responsible for performing only the services provided in this Agreement, and shall be liable only for its negligence or willful misconduct in performing these services. First Volunteer Bank shall not be responsible for acts or omissions (i.e. incorrect file amounts, accuracy or timeliness) by the Company or any other person, including, without limitation, any Federal Reserve Bank, Receiver or RDFI. No agency relationships exist between any of these entities and First Volunteer Bank.
- b. First Volunteer Bank will be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control. First Volunteer Bank shall also be excused from transmitting any entry that would result in the Bank exceeding any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if the entry would violate any provision of risk control or any other rule or regulation established by any U.S. governmental regulatory authority.

## **12. Inconsistency of Name and Account Number.**

The Company acknowledges and agrees that if an entry inconsistently describes the Receiver by name and account number, then payment of the entry transmitted by First Volunteer Bank to the RDFI (First Volunteer Bank in the case of an On-Us Entry) may be made on the sole basis of the account number supplied by the Company. This is true, even if the account number identifies a person different from the named Receiver. The Company's obligation to pay the amount of the entry will not be excused in such circumstances.

## **13. Payment for Services.**

The Company shall pay First Volunteer Bank the charges for the services provided in connection with this Agreement. All fees and services are subject to change upon **30** calendar days prior written notice from First Volunteer Bank to Company.

## **14. Notices, Instructions, Etc.**

First Volunteer Bank shall be entitled to rely on any written notice or other communication believed to be in good faith and to have been signed by Company or Authorized User.

## **15. Cooperation in Loss Recovery Efforts.**

In the event of damages for which the Company or First Volunteer Bank may be liable, both parties agree to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts.

## **16. Reversals**

Upon discovering an error, the Company may initiate a reversing Entry or File of Entries for erroneous or duplicate transactions as permitted by the Rules. In doing so the Company warrants that it has initiated the Entries or files within 5 banking days of the original Entry and within 24 hours of discovery of the error. The Company must notify the account holder(s) of the reversing Entry no later than the settlement date of the reversing Entry. The Company indemnifies all parties of the transaction(s) from and against any claim, demand, loss, liability, or expense.

## **17. Exposure Limits**

The Company must notify First Volunteer Bank if they need to submit an ACH Batch that exceeds the Companies approved ACH Limit. Notice must be given 2 days prior to sending the ACH Batch. FVB may require from Company financial or other information in connection with FVB's consideration of the request. FVB may grant or deny Company's request at its sole discretion. FVB reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under this Agreement.

## **18. Termination.**

The Company may terminate this Agreement at any time and such termination will be effective the business day following First Volunteer Bank's receipt of written notice. First Volunteer Bank also reserves the right to terminate this Agreement immediately upon providing written notice to Company. Any termination shall not affect First Volunteer Bank's rights or Company's obligations with respect to Entries initiated prior to termination of the Agreement.

## **19. Unauthorized Entry Return Rate Monitoring**

Per section 8.111 of NACHA Operating Rules, the unauthorized entry return rate for the following reasons will be monitored:

- 1. R05 Unauthorized Debit to Consumer Account Using Corporate SEC Code**
- 2. R07 Authorization Revoked by Consumer**
- 3. R10 Consumer Advises Not Authorized**
- 4. R29 Corporate Customer Advises Not Authorized**
- 5. R51 Item related to RCK (re-presented check entry) in Ineligible or RCK entry is improper.**

Currently the rate of 0.50% for a period of sixty (60) calendar days must be adhered to. This rate is calculated by dividing the number of unauthorized debit entries returned for the reasons shown above by the number of debit entries processed. If the percentage exceeds 0.50% NACHA must be notified with the Originator's name, address, telephone number and contact person's name. Also included is a detailed plan and timeline for reducing the rate within 30 days, a description of the nature of the Originator's business, the term of the ACH relationship, the date of the most recent review of the exposure limits and ACH audits by the ODFI (First Volunteer Bank). The Originator then must adhere to the rate for a period of 180 days. If at any time during the 180 days the rate is exceeded, the ACH agreement must be terminated.

Included in the monitoring is an Administrative Return rate which includes items returned as Account Closed, No Account/Unable to Locate and Invalid Account number structure. The Administrative rate is 3%. Also monitored is the Overall Return Rate level with a rate of 15%.

## **20. Settlement Discrepancies**

Company must notify FVB within a reasonable time (30 days) if discrepancies occur.

## **Disclosures regarding electronic “wholesale credit” transactions subject to Uniform Commercial Code Article 4A**

### **Provisional Payment:**

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry shall not be deemed to have paid you in the amount of such entry.

### **Notice of Receipt of Entry:**

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

### **Choice of Law:**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance and governed by the laws of the state of Tennessee, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

### **Entire Agreement**

This Agreement is the complete and exclusive statement of the agreement between First Volunteer Bank and the Company with respect to ACH transactions and supersedes any prior agreement between the two parties. In the event that performance of these services provided would result in a violation of any present or future statute, regulation or government policy to which First Volunteer Bank is subject, the Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy.

### **Stop Payment Orders**

You can use the Online Banking Service to initiate a stop payment request online for any check drawn against any of your Online Accounts. Each time you initiate a stop payment request, you warrant that the information describing the check, including the check date, the exact amount, the check number, and payee are correct. You agree that we will not be responsible for stopping payment unless we receive your stop payment request within a reasonable time for us to act on it. You understand that your stop payment request is conditional and subject to verification by us that the check has not already been paid or that some other action to pay the check has not been taken by you. Your stop order will be removed from the system after 14 days if you do not mail or fax the signed confirmation page to us at the address or fax number listed on the confirmation page that you print.

A stop payment request against a check is effective only against the check that is identified as described above. A written request will be valid for 6 months, unless you renew your request in writing before the expiration of this time period. Otherwise, if you do not timely renew your request in writing and the check is presented to us for payment following the expiration of this time period, we may pay the check without any liability to us. We will charge you a separate fee for each stop payment request or renewal of a request you make using this Service. The amount of this fee is disclosed in our Other Account Fees schedule. If you make a stop payment

request using this Service after 11:00 p.m., Eastern Time, on any Business Day or any day that is not a Business Day, we will consider your request to be received by us on the next Business Day we are open.

### **Online Banking Alerts**

Online Banking Alerts allow you to create a variety of automated alert messages for your online banking accounts. Each alert has different options available, and you will be asked to select from these options upon activation of your alert services. Electronic alerts will be sent to the email address you have provided as your primary email address for Online Banking. If you change your email address you are responsible for informing us of the change.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. We neither guarantee nor warrant the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert.

### **Electronic Mail**

If you send First Volunteer Bank an electronic mail message, First Volunteer Bank will deem it received on the following business day. First Volunteer Bank will have a reasonable time to act on your e-mail.

You should **not** rely on electronic mail if you need to communicate with First Volunteer Bank immediately – for example, if you need to report an unauthorized transaction from one of your Accounts or if you need to stop a payment that is scheduled to occur. In addition, electronic mail is deemed not to be a secure transmission method and you should not include any private or confidential information within or as an attachment unless encrypted to an electronic mail message. We are not responsible for any losses incurred as a result of your sending private or confidential information through an electronic mail message or other unsecured method.

You agree that First Volunteer Bank may respond to you by electronic mail with regard to any matter related to a Service, including responding to any claim of unauthorized electronic funds transfer that you make. First Volunteer Bank will not include any private information in our response. Any such electronic mail sent to you by First Volunteer Bank is deemed received within three (3) days of the date sent by First Volunteer Bank, regardless of whether or not you sign on to use the Service within that time frame.

### **Underwriting**

First Volunteer Bank may request certain financial documents for the approval process.

### **Data Retention**

Company is responsible for retaining all items including source documents, records of all items and records of authorizations, etc. in accordance with the rules.

### **Pre-notes**

Pre-notes are not required but if Company chooses to process a pre-note file, pre-notes must be processed 3 days prior to a live transmission with a zero dollar amount. A transmittal should be included with a pre-note file.

## **Compliance**

You and we agree that all bill payments, transfers and other Services will be subject to and will comply with applicable law, including without limitation, any applicable federal and state laws, codes, rules and regulations, such as the Internal Revenue Code and the operating circulars of the Federal Reserve System (collectively, "Applicable Law"), and the operating rules of networks, associations and systems, such as the rules of the National Automated Clearing House Association and any regional ACH (collectively, "Applicable Rules") that we may use from time to time to provide the Services, and any Office of Foreign Assets Control (OFAC) requirements, each as amended from time to time. You acknowledge that no bill payments, transfers or other Services will be initiated that violate any Applicable Laws, Applicable Rules, or requirements.

You understand that information regarding OFAC requirements can be obtained by calling the OFAC Compliance Hotline, toll free, at 1-800-540-OFAC. You also understand that failure to comply with applicable operating rules of networks, associations and systems could result in liability for fines and other penalties assessed against us pursuant to those rules, which you agree to pay directly or to reimburse us promptly upon demand.

OFAC is a division of the United States Treasury Department and is mandated to implement and enforce economic sanctions imposed by the U.S. Government against hostile foreign countries, their nationals, or other "specially designated" individuals or entities. These sanctions restrict banks and other businesses from doing business with those designated countries and entities. OFAC Compliance Hotline 800-540-OFAC or [www.treasury.gov/ofac](http://www.treasury.gov/ofac).

## **Other Agreements**

In addition to this Agreement, you and First Volunteer Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service, the Bill Payment Service, or Cash Management Service is your acknowledgment that you have received and read these agreements and are bound by them. You should review other disclosures received by you when you opened your Accounts at First Volunteer Bank including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to any Service used by you from your Account each month.

## **Business Days & Hours of Operation**

Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transaction processing, First Volunteer Bank's business days are Monday through Friday, excluding federal holidays. All Online Banking transaction requests received after 11:00 p.m. (Eastern) on business days and on non-business days will be processed on the next business day. First Volunteer Bank's business day begins at 8:00 a.m. (Eastern).

## **Modifications to this Agreement**

Except as otherwise required by Applicable Law or Applicable Rule, the Bank may change the terms of this Agreement (including any applicable Services fees) and any other agreement described herein from time to time and at any time. When changes are made, we may notify you by mail, through internal e-mail and/or by posting the amendment to our web site. We will update the Agreement on our web site on or before the effective date of the change, unless the change must be made before we can update the Agreement in order to maintain adequate security of the System or unless an Applicable Law or Applicable Rule mandates that the change be made at an earlier date. If such a change is made, and it cannot be disclosed without compromising the security of our System, this Agreement will be updated within 30 days after the change. You may choose to accept or

decline changes by continuing or discontinuing the use of the Services. Your continued use of the Services shall constitute your acceptance of the amended Agreement.

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

In case of errors or questions regarding Online Banking or Bill Payment transactions or if you think your statement is wrong or if you need more information about a transfer listed on your statement, call First Volunteer Bank at (866) 668-4700 or write to us **immediately** at:

First Volunteer Bank  
Electronic Banking Department  
728 Broad Street  
Chattanooga, TN 37402-1801

We must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- 1) Your name and Account number
- 2) A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
- 3) The dollar amount of the suspected error and date on which it occurred.

If the report is made orally, you must send the complaint or question to First Volunteer Bank in writing within 10 business days.

### **Your Liability**

If you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, you should immediately log in and change your password and then CONTACT US as soon as possible at (866) 668-4700. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts.

You acknowledge, represent and warrant that Online Accounts are not established primarily for personal, family or household purposes.

### **Additional risk is associated with use of Online Banking.**

You will not have the benefit of any consumer law limiting liability for the unauthorized use of your Online Banking or Cash Management. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of Online Banking or Cash Management. You are liable for transactions you did not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed. You agree to defend against, indemnify and hold us harmless from any and all actions, losses, liabilities, claims, damages or expenses (including, without limitation, attorneys' fees and court costs and expenses) arising from or related to the access or use of any such Service.

If you have reason to believe that your Primary Administrator User ID and Password have been lost, stolen or otherwise compromised (or may be compromised) or that a bill payment, funds transfer or other Service has been or may be made with your Primary Administrator User ID and Password without your permission, you must call us at (866) 668-4700 during normal business hours or write us at the address listed above. You should also immediately change your Primary Administrator User ID and Password. You will not be liable for any unauthorized transaction that occurs after we receive your notice and have had a reasonable opportunity to act



on it, unless we can prove that your failure to comply with this Agreement or to otherwise exercise ordinary care contributed to the unauthorized bill payment, funds transfer or other Service.

If you have reason to believe that any User ID has been lost, stolen or otherwise compromised (or may be compromised) or that a bill payment, funds transfer or other Service has been or may be made with any User ID without your permission, you must contact your Primary Administrator or any Secondary Administrator. Your Primary Administrator or Secondary Administrator, as applicable, must deactivate, and has the sole responsibility for deactivating, any such User ID. In no event will we be liable for any unauthorized transaction that occurs with any User ID (including Secondary Administrator).

### **Our Liability for Failure to Make a Transfer**

If we do not properly 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 the amount of any actual (but not incidental or consequential) damages incurred by you and resulting directly from such failure. However, we will not be liable in the following instances:

- If through no fault of First Volunteer Bank, you do not have enough money in your Account to make the transfer.
- The transaction you request would exceed the funds in your Account plus any available funds in an overdraft protection plan.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failures or breakdown, or the unauthorized actions of a third party) prevent the transfer, despite reasonable precautions that we have taken.
- If there is a hold on your Account, or if access to your Account is blocked, in accordance with banking policy.
- If your funds are subject to legal process or other encumbrance restricting the transfer.
- The failure is due to an equipment breakdown which you knew about or there was adequate notice provided prior to when you started the transaction.
- You attempt to complete an impermissible transaction using the Service.
- The transaction would exceed security limitations on the use of the Service.
- If your transfer authorization terminates by operation of Applicable Law.
- You have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- If we have received incomplete or inaccurate information from you or a third party involving that Account or transfer.
- Failure by the Bill Payment service provider to properly complete a bill payment on time or in the correct amount under the Bill Payment Service.
- If we, in good faith, believe that the transaction instruction was given without your authorization, has not been properly authenticated or is fraudulent or we have other reasonable cause not to honor a transaction for your or for our protection.
- If you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this Agreement and in other agreements with you. **In no event shall we be liable for damages in excess of your actual loss due to our failure to complete an authorized transfer, and we will not be liable for any incidental or consequential damages, which are hereby waived.**

### **Disclosure of information to Third Parties**

We will disclose information to third parties about your Account or the transfer you make:

- Where it is necessary to complete transfers or investigate transaction errors and verify transactions; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant or payee; or
- In order to comply with court or government agency orders or court, government or administrative agency summonses, subpoenas, orders, examinations and escheat reports or other reporting requirements; or,
- If you give us your written permission; or
- As required or allowed by Applicable Rules.

### **Notices/Address Changes**

To the extent permitted by Applicable Law, any notice or communication to us will not be effective until we receive and have had a reasonable opportunity to act on such notice or communication.

You authorize us to, and you agree that we may, send any notice or communication that we are required or permitted to give you under this Agreement to your mailing address or e-mail address as it appears on our records, and that any such communication or notice will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing address or e-mail address, and you acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act on your notice. If your Online Account is owned by more than one person or entity, you agree that we may consider any such notice or communication as being given to all Online Account owners when such notice or communication is given to any one Online Account owner.

You agree that we may send confidential information including your User IDs to your current mailing address shown in our records for your Primary Online Account, whether or not our records include delivery instructions to a particular individual. You also agree that we will not be responsible or liable in any way in the event that such properly addressed information is intercepted by an unauthorized person either in transit, at your home, at your place of business or otherwise.

### **Termination/Inactivity**

You are responsible for complying with the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using the Services. We can terminate any or all of your Services under this Agreement without notice to you if you do not pay any fee required by this Agreement when due, or if you do not comply with the agreement governing your deposit or loan accounts, or your Accounts are not maintained in good standing, or for any other reason or no reason at the discretion of First Volunteer Bank. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

We may convert your Account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180-day period. If your Account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

If this Agreement is terminated for any reason, you must cancel all outstanding bill payments, funds transfers and other Services, including any automatic or recurring bill payments or funds transfers. We may continue to issue bill payments, to transfer funds and to perform other Services you have previously authorized or may subsequently authorize; however, we are not under any obligation to do so. We will not be liable if we choose

to issue any bill payment, to transfer funds or to perform any other Service you previously authorized or subsequently authorize after this Agreement terminates.

To cancel any Service, you must notify First Volunteer Bank and provide your name; address; which Service or Services you are discontinuing; and the effective date to stop the Service. When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment Service will be assessed at the end of your statement cycle. You may notify First Volunteer Bank by one of the following methods:

- By sending an e-mail to [customer.service@firstvolunteer.com](mailto:customer.service@firstvolunteer.com),
- By calling 866-668-4700 from 8:00 a.m. to 5:30 p.m. (Eastern Time), Monday through Friday,
- By writing a letter and either sending it to the following address or delivering it to any First Volunteer Bank location:

First Volunteer Bank  
Electronic Banking Department  
728 Broad Street  
Chattanooga, TN 37402-1802

### **Use of External E-mail Address**

With the Online Banking Service, we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available. We cannot act on instructions sent by you from an external email address. You should use the Online Banking secure email notification to send instructions to First Volunteer Bank.

### **Contact by First Volunteer Bank**

No First Volunteer Bank employee, or any company affiliated with First Volunteer Bank Online Banking will ever contact you via email or phone requesting your Online User ID or Password. If you are contacted by anyone requesting this information, do not release that information and please contact us immediately.

### **Governing Law**

This Agreement is governed by the laws of the State of Tennessee and Applicable federal Law.

### **Fees for Services**

The Bank reserves the right to impose fees for Online Banking, Bill Payment Services, and other Services. You will be notified of the fees for such Services before the fees go into effect. Fees for Online Banking, Bill Payment Services and other Services are subject to change.

### **Waiver**

We may waive, or delay exercising, any of our rights or remedies under this Agreement without notifying you. No failure, partial exercise or delay by us in exercising any of our rights or remedies shall constitute a waiver of any of them or require notice for subsequent exercise at any time of any of our rights or remedies. This Agreement may not be amended by course of dealing.

**Assignment**

Customer shall not assign this Agreement or Customer's rights hereunder, voluntarily or involuntarily, by operation of law (i.e., a merger) or any other manner, without our prior written consent. Any purported assignment in violation of this section is null and void. This Agreement shall be binding on Customer and Customer's successors and assigns and shall inure to our benefit and the benefit of our successors and assigns.

**Miscellaneous**

This Agreement is the final and complete agreement between you and the Bank concerning the Services and supersedes any prior agreements, oral or written, or other communication between you and the Bank related to the Services, including any marketing or other similar materials. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the provision shall be deemed amended to the extent necessary to be valid, and all other provisions shall remain in effect. You agree that a copy of this Agreement and/or evidence that you entered into any agreement on-line, kept in the normal course of our business, may be entered into evidence as an original.

## **Addendum A**

### **Commonly Controlled Entities**

This Addendum sets forth additional terms and conditions with respect to accessing multiple businesses via one Online Banking sign on. The definition, terms and conditions of the Agreement are hereby incorporated in this Addendum by reference. The provisions of this Addendum are controlled by the rights, obligations and liabilities established in the Online Banking Agreement. The BANK is not liable for the actions or omissions any authorized contact for any Commonly Controlled Entity takes or omits to take with respect to any other Commonly Controlled Entity (each a "Business") included in Online Banking under this Addendum.

### **Eligible Business Account for Linking**

Each Commonly Controlled Entity executing this Addendum authorizes anyone listed herein to act on its behalf through the Services and/or respective systems. Each Commonly Controlled Entity also acknowledges that it is bound by the rights, obligations, and liabilities of the COMPANY as defined, established, and obligated in the Online Banking Agreement and as "You" or "Your" as defined, established, and obligated in the Online Banking Agreement as if the executing Commonly Controlled Entity executed those documents in its own name as the COMPANY. Businesses that COMPANY requests to be linked must be listed below.

Business Name

Account Number(s)

Tax ID#

### **Termination**

Either the BANK or any executing Business may terminate this Addendum at any time upon ten (10) Business Days prior written notice of termination. If a Business is terminating this Addendum, it must provide notice to Bank and each listed Business. If Bank terminates this Addendum, it must provide notice to the original company.

## Schedule A

### Business Online Fees (Effective as of June 1, 2015)

ACH Debit/Credit Items Originated - \$.12 per item  
ACH Origination - \$15.00 per file  
ACH Return Items Received - \$1.50 per file  
Wire Transfer – Domestic – Outgoing - \$19.35 Incoming \$7.35  
Wire Transfer – International – Outgoing - \$19.35 + 3<sup>rd</sup> party fee Incoming \$7.35  
Stop Payments - \$33.93  
Check Reprint – \$5.00  
Statement Reprint - \$5.00  
Security Tokens - Virtual Token – No Charge Physical Token \$20.00

## Schedule B

### Business Online Processing Schedule

All transaction(s) must be submitted to First Volunteer Bank by the cut off times noted below to allow processing on the Effective Entry date:

<b>Tax Payments</b> SAME banking day processing	8:00 a.m.	to	2:30 p.m.
<b>Stop Payments</b> SAME banking day processing	8:00 a.m.	to	6:00 p.m.
<b>Wire Transfers</b> SAME banking day processing	8:00 a.m.	to	2:30 p.m.
<b>ACH</b> Debits one day in advance, Credits two days in advance	8:00 a.m.	to	2:30 p.m.

Our banking days include all days except Saturdays and Sundays and the following standard holidays that are observed by Federal Reserve Bank in Atlanta:

New Year's Day	Martin Luther King Jr. Day	President's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving Day
Christmas Day		

# Best Practices Checklist

## General Fraud Protection

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- Secure documents and financial instruments.
- Restrict access to checks and business credit cards.
- Conduct background checks on new hires and vendors.
- Shred sensitive information such as financial information or employee information.
- Conduct surprise audits of your accounting processes.
- Employ daily reconciliation of all banking transaction.
- Establish segregation of duties or dual control processes for banking activities.
- Educate employees on security procedures.

## Internet Banking Best Practices

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- Prohibit shared Internet Banking ID's and passwords among users.
- Change Internet Banking passwords regularly. (every 30 – 60 days)
- Never share Internet Banking ID's and passwords with third-party providers.
- Use complex passwords that contain alphabetic and numeric characters, as well as punctuation and random capitalization.
- Use a dedicated computer not used for web surfing or email to perform online cash management activities.
- Never leave your computer unattended during Internet Banking sessions.
- Avoid using Automatic "Log-In" features for Internet Banking sessions.
- Conduct Internet Banking activities on secure computers only. Do not access Internet Banking from a public computer. This could allow unauthorized access to Internet Banking accounts.
- Log off and close your browser when your banking activities are complete.
- Establish segregation of duties or dual control processes for banking activities.
- Educate employees.

## Preventing Cyber Threats

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### *Passwords*

- Use complex passwords and change passwords often. (every 30 – 60 days)
- Do not write down your passwords.
- Do not allow users to share passwords.

### *Internet Browsing*

- Prohibit personal use of business computers.
- Beware of suspicious or unfamiliar websites.
- Do not download software or files from unfamiliar sites.

- Set your browser preferences to block pop-ups.
- Conduct Internet Banking activities on secure computers only.
- Backup your data.

#### **Email**

- Do not open links or open attachments contained in suspicious or unsolicited emails.
- Do not respond to unsolicited emails asking for personal information. Do not respond to emails that warn of dire consequences if you do not respond or validate your information immediately. Contact the company to confirm the email's validity using a telephone number or website you know to be genuine.
- Do not send confidential or personal information by email outside your company.

#### **General**

- Install a firewall to protect your network.
- Keep your computer's operating system up-to-date with patches and updates.
- Install, run and keep anti-virus, anti-spyware and other software updated.
- Only install applications and software from well-known companies you trust.
- Establish "Incident Response Procedures" for the reporting and handling of possible virus infection or computer compromises.
- Educate employees.

#### **Cash Management: Primary Administration of Users**

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- Remove employee access for users that have left your employment.
- Limit user access to services needed to fulfill their job function.
- Implement dual control for high-risk functions and banking activities. The originator should be separate from the transaction authorizer. Reconciliation of bank transactions should be separate from the transaction originator.
- Review user access, authority, and transaction limits regularly.

#### **Preventing ACH and Wire Fraud**

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- Monitor transactional accounts daily.
- Separate wire and ACH initiation and approval responsibilities.
- Establish transaction limits for each employee.
- Employ all available security features, dual administration, and approval processes.

**First Volunteer Bank will never send unsolicited emails asking you to provide, update or verify personal or account information such as: passwords, PIN numbers, Debit Card numbers, Social Security numbers, or other confidential information.**

*Member FDIC*