

SEBREE DEPOSIT BANK
ONLINE BANKING AGREEMENT AND PRIVACY POLICY
EFFECTIVE APRIL 13, 2012

Sebree Deposit Bank is committed to providing the highest level of privacy and security regarding our online banking customer's private, non-public personal information. Sebree Deposit Bank respects your right to privacy and takes every precaution to provide you with the same level of privacy within our virtual branch that you receive through more traditional bank delivery channels.

It is with this dedication to privacy and security in mind that we have developed the following agreement and policy to ensure your protection while using our internet banking services.

PLEASE READ THE ENTIRE AGREEMENT CAREFULLY BEFORE ENROLLING IN THE SERVICE OR INITIATING ANY TRANSACTIONS.

This agreement and disclosure between you and Sebree Deposit Bank governs your use of our Internet Banking Service ("The Service"). The Service permits our customers to perform a number of banking functions on accounts linked to the Service through the use of a personal computer and the Internet.

After you have carefully read this Agreement in its entirety, you will be asked to accept the terms and conditions of this Agreement. When you accept these terms and conditions, you represent and warrant that you are an authorized User acting with full authority, and that you are duly authorized to execute this Agreement. Furthermore, by using this service you expressly agree to be bound by all terms and conditions of use, including any amendments, modifications, or additions thereto. This service may be terminated by Sebree Deposit Bank at any time.

WHEN YOU CLICK ON THE "ACCEPT" BUTTON BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY ACCEPTING, YOU ALSO CERTIFY THAT YOU ARE ABLE AND WILLING TO ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT AND/OR DO NOT ACCEPT THE ELECTRONIC VERSION OF THIS DOCUMENT, SELECT THE CANCEL BUTTON.

1. Definitions

(a) Agreement – means these terms and conditions of the Internet Banking and Bill Payment services.

(b) Authorized User – is an individual or agent whom you allow to use the Service or your password or other means to access your Eligible Account(s).

(c) Biller – Biller is the person or company to whom you select a bill payment to be made or is the person or company from which you receive electronic bills.

(d) Business Day – is every Monday through Friday, excluding Federal Reserve holidays.

(e) Business Day Cutoff - Refers to the cut-off time for posting purposes. The cut-off time for online transactions is based upon our business days and the Central Time Zone. For posting purposes, we will process all transactions completed by 3:00 p.m. CT on the same Business Day. Transactions completed after 3:00 p.m. CT will be processed on the following Business Day.

(f) Consumer – Refers to a natural person who owns an Eligible Account at this Bank and who uses the Service primarily for personal, family or household purposes.

(g) Commercial Account – Any account used primarily for business purposes.

(h) Eligible Accounts – An Eligible Account means any one of your account(s) to which we may allow access through the Service under this Agreement.

i. You may request Internet access to any account that you are a signer or owner. If you or your Authorized Users desire features of the Service that allow you to initiate Bill Payments, transfers, ACH transactions, or otherwise remove funds from an account, you must have the required withdrawal authority over the relevant Eligible Account.

ii. When using the Service, you agree to maintain one or more Eligible Accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the Service.

(i) Joint Accounts – If the Eligible Accounts added to the Service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your Access ID and Password are authorized unless we have been notified to cancel the Service. If joint accountholders use individual Access IDs, the Service may be identified separately and you may be charged for the use of additional Access IDs. In some cases, if your account(s) require two (2) signatures for withdrawal, we may only grant view privileges to your Eligible Accounts through the Service.

(j) Service – means the Internet Banking offered by Sebree Deposit Bank, through its Service Providers.

(k) Service Provider – includes any agent, licensor, independent contractor or subcontractor that this Bank may involve in the provision of Internet Banking, Bill Payment and electronic Bill Delivery services.

(l) You and your – as used within this Agreement, “you” and “your” refer to the person enrolling in the Service, owner of the eligible accounts, as well as any Authorized Users

that such person allows, subject to the parameters of multiple user access as set forth within the service.

(m) We, us or our- as used within this Agreement, refer to Sebree Deposit Bank and any agent, independent contractor, service provider, sub-contractor, licensor, designee, or assignee that Sebree Deposit Bank may involve in the provision of the Service.

2. Internet Banking Services

The internet banking features currently available through the Service include:

- Internet transactional detail and history
- Account inquiries for balances, rates, etc.
- Transfers between your accounts at Sebree Deposit Bank
- Secure e-mails via the Service's messaging system
- View loan balances
- Payments to loans at Sebree Deposit Bank

We may add or remove certain features and/or functionality available from time to time. You can use the Service seven (7) days a week, 24 hours a day, although some or all features may not be available occasionally due to emergencies or scheduled system maintenance. In addition, access to the Service may be slower at times due to high Internet traffic or other factors beyond our control.

Additional features within the Service include: check reorders and document requests. The submission of requests or check reorders will generate a secure email to this Bank. Generally, requests received through the Service's secure email feature will be processed within one (1) to two (2) Business Days. For urgent requests, we recommend that you contact a Customer Service Representative at (270) 826-7402 or (270) 835-7511.

3. Commercial Internet Banking Services

Internet Banking Services are also available to Commercial customers.

4. Fees

Basic Internet Banking Service: (view balances and account transfers) – no charge

5. Requirements for Enrolling in the Service

In order to enroll in the Service:

- You must have an Eligible Account with Sebree Deposit Bank
- Your account with us must be in good standing
- You must be 18 years of age or older
- You must be a resident of the United States or its possessions

- A personal computer with internet access (minimum through 28.8 Kbps) and a current, approved, secure browser that supports 128 bit encryption such as, but not limited to, Microsoft Internet Explorer, Apple Safari or Mozilla Fire Fox which meet the system requirements of the bill payment service and will allow access to our online banking system.
- You will need Internet access through an Internet service provider (ISP).

6. Enrollment Process

You must complete the registration process to use the Service.

After your registration to the Online Banking System has been accepted, you will receive an e-mail confirmation to complete the enrollment process. Allow 2-3 Business days for Sebree Deposit Bank to complete your registration.

7. Linked Accounts

When you first enroll for the Basic Internet Banking Service we will link all of your designated Eligible Accounts to your User Name. If you want to limit the accounts linked or the privileges assigned to an account, please contact us (270) 826-7402 or (270) 835-7511 or send us a secure email message through the Service.

With the exception of sole proprietors, Business Customers may not link personal Consumer accounts to the Service.

8. Signature Requirements

When any transfer, ACH or other Payment Instruction is initiated through the Service for your benefit, you agree that we may debit the designated Eligible Accounts without requiring your signature on the item and without any notice to you.

9. Account Balances

Balances shown in your accounts may include deposits subject to verification by us. The balance reflected in the Service may differ from your records due to deposits in progress, checks outstanding or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. A transfer request must be made before the Business Day Cut-Off time to be effective the same Business Day.

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

10. Transfer Limitations

You may use the Service to check the balance of your Eligible Account(s) and to transfer funds among your Eligible Accounts at this Bank. You must have sufficient funds in your account to cover the amount of any online transfers and Bill Payments on the scheduled payment date set for the transaction, or the transaction may not be processed. NSF and/or overdraft charges may be incurred if Bill Payments exceed your account balance.

Current federal regulations restrict the number of transactions that you can make from certain types of accounts, such as: Money market and Savings Accounts. For these types of accounts, you may not make more than six (6) pre-authorized electronic transfers, which include computer initiated transfers, telephone transfers, checks and point-of-sale transactions during a given monthly statement period. Transfers and Bill Payments authorized by personal computer through the Service are counted toward the six (6) permitted monthly transfers.

11. Privacy

We understand how important privacy is to our customers. Sebree Deposit Bank follows strict privacy procedures with regard to protecting your private, non-public personal information (See 15 USC §6801, et seq.) In addition to the protections referenced above, the Bank requires all third parties with a business need to access this information to adhere to similar or equally stringent privacy policies. Personal information may be supplied to a third party in order to process a customer transaction; if the customer requests it; the disclosure is required or allowed by law (i.e. exchange of information with reputable reporting agencies, subpoena, or the investigation of fraudulent activity, etc.); or for marketing purposes of which the customer has been previously informed and has been given the opportunity to decline. For further information, you are referred to the Sebree Deposit Bank Privacy Policy.

12. Internet Security

The Service utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet prior to activating your access to the Service, your identity and authorization will be verified against records we have on file for you.

User Names and Passwords – One of the main security features protecting the Service is the unique combination of your User Name and Password. During the enrollment process, you will select your User Name.

The User Name must be four (4) to twenty (20) characters in length. Your password must be at least eight (8) characters in length, with one (1) upper case alpha, one (1) lower case alpha, one (1) numeric and one (1) special character. Neither Sebree Deposit Bank nor its Service Provider has access to your Password Information.

There is an online security feature that will provide you additional protection from fraud and identity theft. Enhanced login security identifies you as the true owner of your accounts by recognizing not only your User Name and Password, but also electronic equipment you login from regularly along with a personal greeting and image. If you are not recognized, you will be asked for information that only you know before being allowed access. Upon each login you will verify your personal greeting and image on the password screen that you selected upon your first login.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. Furthermore, you agree to:

1. Keep your user ID and password secure and strictly confidential;
2. Immediately notify us of any changes and status or authority, of any authorized signer on record with the Bank; and,
3. Immediately notify us and select a new User ID or password if you believe your User ID or password may have become known to or used by an unauthorized person. The Bank will have no liability to you for any unauthorized payment or transfer made using your User ID or password that occurs before you have notified us for possible unauthorized use and we have had a reasonable opportunity to act on that notice. Sebree Deposit Bank may suspend or cancel your use of online banking without notice from you if we suspect a User ID or password has been used in an unauthorized or fraudulent manner.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR USER NAME OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

Additional Security Guidelines:

- All users should sign-off after every Service session; however, online sessions will automatically end after fifteen minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log in.
- The security of public computers (e.g. in a library or Internet Café) cannot be assured; therefore, we recommend that you refrain from accessing the Service on a public computer.
- Routinely scan your computer, servers and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.

- Use a firewall product (hardware and/or software) especially if you have a broadband Internet connection such as DSL or cable modem.
- Keep your computer's operating system and browser fully patched for critical security issues.

13. Documentation and Verification of Transfers

All Internet Banking transactions will be reflected on the Service and in your regular monthly account statement(s).

14. Provisions Applicable Only to Consumer and Sole Proprietors Deposit Accounts

(A) Errors and Questions

In case of errors or questions about your electronic transactions, you should notify us as soon as possible through one of the following methods:

Telephone: (270) 835-7511 or (270) 826-7402 or

Write to us at : Sebree Deposit Bank
7079 State Route 56 East
P. O. Box 96
Sebree, KY 42455

If you think your statement is incorrect or you need more information about an electronic transfer listed on the statement, we must hear from you no later than 60 days after the FIRST statement was sent to you on which the problem or error appears. You must:

1. Tell us your name, relevant Service account number(s) and User Name
2. Describe the error or the transaction in question, and explain as clearly as possible you believe it is an error or why you need more information; and,
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to 45 days to complete our investigation. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do receive it within ten (10) Business Days, we may not provisionally credit your account.

For errors regarding electronic transactions on new consumer accounts, we may take up to 90 days to investigate your complaint or question. We may also take up to 20 Business Days to credit a new account for the amount you think is in error.

If it is determined there was no error, we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Service may revoke any provisional credit provided to you if we find an error did not occur.

(B) Consumer Liability for Unauthorized Transfers

Tell us at once if you believe your password has been lost or stolen. 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 applicable. If you tell us within two (2) business days, you could lose no more than \$50.00 if someone used your password without your permission. If you do not tell us within two (2) business days after you have learned of a loss or theft of your password and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statements show transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you have lost after the sixty (60) days if we could prove that we could have stopped someone from taking the money if you had told us in time.

(C) Sub-Users

The Service will allow customers to establish individual Sub-Users within their account. The account owner must establish the Sub-Users User Name, Password and all authorizations.

Customer will be solely responsible for designating its Sub-Users and assigning privileges. Customer represents and warrants that its Sub-Users have the appropriate authority to initiate transfers through the service.

Customer authorizes this Bank and its Service Providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated by your Sub-Users that you have established and authorized. Furthermore, any instructions, directions or other information provided by the customer, or any of its Sub-Users, will be deemed to have been authorized by the customer. This Bank and its Service Providers will not be responsible for verifying the identity or authenticity of any person claiming to be a Sub-User of the customer.

Customer assumes any and all liability arising from the use or misuse of the Service or personal accounts by its Sub-Users. Customer agrees to indemnify and hold harmless this Bank and its Service Providers for any liability and damages resulting from our acting upon any direction, instruction or information that is initiated with a User Name and Password of a Sub-User.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Seabee Deposit Bank and/or its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your location. In addition, you agree to:

- Require all Sub-Users to keep Passwords secure and strictly confidential.
- Immediately notify us and select a new Password if you or your Sub-Users believe your Passwords may have become known to an unauthorized person.

We may disable Passwords of Sub-Users even without receiving such notice from you, if we suspect Passwords are being used in an unauthorized or fraudulent manner.

Customers shall be solely responsible for the development and implementation of all reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Customers shall be solely responsible for all appropriate and reasonable, physical, logical and network security systems and devices to protect the security of data files maintained on computer(s) used to access the Service as well as the protection against unauthorized access to computers, and/or networks used to access the Service. Customers shall be solely responsible for any and all losses and damages arising from any Sub-User or unauthorized access to the Service.

This Bank and its Service Providers shall have no obligation, liability or control, either directly or indirectly concerning the customers' selection of security systems or devices for the protection of any data files or computers used to access the Service or over customer development or implementation of security procedures or the failure of customer to maintain said procedures.

When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes service measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the service, including procedures to protect the confidentiality of your User Name and Password and the same for your Sub-User. You agree to notify this Bank in the event that your use of the service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify this Bank, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a reasonable degree of security against unauthorized use.

15. Additional Provisions Applicable Only to Business Customers

(A) Protecting Your Account

The Service will allow authorized signers of Business Accounts to establish individual User Names and Passwords and be authorized to access the Business account in which they are an authorized signer.

If you DO NOT want an Authorized Signer to have access to your Business Account through the Service, you must contact the Bank and inform us in writing immediately.

If you do not contact the Bank with such instructions, the following will apply:

Business Customer represents and warrants that its Authorized Signers have the appropriate authority to initiate transfers through the service.

Business Customer(s) authorizes this Bank and its Service Providers to act upon, and you agree to be bound by, any transaction, whether or not authorized, that is initiated by your Authorized Signer that you have established and authorized. Furthermore, any instructions, directions or other information provided by the customer, or any of its Authorized Signers will be deemed to have been authorized by the Business Customer.

Business Customer assumes any and all liability arising from the use or misuse of the Service or company accounts by its Authorized Signers. Business Customer agrees to indemnify and hold harmless this Bank and its Service Providers for any liability and damages resulting from our acting upon any direction, instruction or information that is initiated with a User Name and Password of an Authorized Signer.

You agree that we may send notices and other communications, including emails, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Sebree Deposit Bank and/or its Service Providers will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your location. In addition, you agree to:

- Require all Authorized Signer's to keep Passwords secure and strictly confidential
- Immediately notify us and select a new Password if you or your Authorized Signers believe your Passwords may have become known to an unauthorized person.

We may disable Passwords of Authorized Signers even without receiving such notice from you, if we suspect Passwords are being used in an unauthorized or fraudulent manner.

Business Customers shall be solely responsible for the development and implementation of all reasonable procedures to control access to their computer systems and to protect any data files stored thereon. Business Customers shall be solely responsible for all appropriate and reasonable, physical, logical and network security systems and devices to protect the security of data files maintained on computer(s) used to access the Service as

well as the protection against unauthorized access to computers, and/or networks used to access the Service. Business Customers shall be solely responsible for any and all losses and damages arising from any Authorized Signer or unauthorized access to the Service.

This Bank and its Service Providers shall have no obligation, liability or control, either directly or indirectly concerning the Business Customers' selection of security systems or devices for the protection of any data files or computers used to access the Service or over customer development or implementation of security procedures or the failure of customer to maintain said procedures.

(B) Reasonable Security Procedures of the Service

When you accept this Agreement and use the Service, you acknowledge and agree that the Service includes service measures which are commercially reasonable. You agree to be bound by our security procedures and instructions, which may be periodically updated. You agree to review and implement all security procedures available in connection with the Service, including procedures to protect the confidentiality of your User Name and Password and the same for your Authorized Signer(s). You agree to notify this Bank in the event that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify this Bank, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a reasonable degree of security against unauthorized use.

(C) Errors and Questions

In case of errors or questions about your transactions, you should, as soon as possible, notify us through one of the following methods:

Telephone: (270) 835-7511 or (270) 826-7402 or

Write to us at: Sebree Deposit Bank
7079 State Route 56 East
P. O. Box 96
Sebree, KY 42455

(D) Your Liability for Unauthorized Transfers

You must notify us of errors, discrepancies, or possible unauthorized payments as soon as possible upon learning of the discrepancy. If you fail to notify us within 60 days after you have received notice of any unauthorized or erroneous transfer, Sebree Deposit Bank will not owe you any interest on the amount in question, even if we are otherwise liable to you in connection with the transaction.

Sebree Deposit Bank and its Service Providers shall have no liability to you for any unauthorized payment or transfer made using your User Name and Password that occurs

before you have notified us of any possible unauthorized use and we have a reasonable opportunity to act upon that notice.

If you fail to notify us of any discrepancy within one (1) year, you shall be precluded from asserting any such discrepancy against us.

(E) Limitation of Institution Liability

This Bank and its Service Providers will be deemed to have exercised all due care and to have acted reasonably if we act in accordance with the terms of this Agreement and will be liable for loss sustained by you only to the extent such loss is caused by our misconduct. This Bank and its Service Providers will have no liability for any loss or damage:

- Related to the dishonesty of the Business Customer's employees, officers, agents or authorized Signers;
- Resulting from any receiving Bank's failure to accept any payment or funds transfer request;
- Resulting from any delay in the performance of this Agreement, which is caused by an act of God, fire or other casualty, electrical or computer failure, delays or failure to act by any carrier, medium or agent operating between Sebree Deposit Bank and third parties or any other condition outside of our control.

If this Bank and/or its Service Providers fail or delay in making a transfer pursuant to your instruction, or if we make a transfer in an erroneous amount which is less than the amount per your instruction, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely pay, calculated from the date on which the payment was to be made until the date it was actually made or you cancelled the instruction.

We may pay such interest either to you or the intended recipient of the payment, but in no event will be liable to both parties, and our payment to either party will fully discharge any obligation to other. If we make a payment in an erroneous amount which exceeds the amount per your payment/transfer instruction, or if we permit an unauthorized payment after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid, plus interest thereon from the date of the payment/transfer to the date of the refund, but in no event to exceed 60 days interest.

If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average Federal Funds rate the Federal Reserve Bank in the district nearest to Sebree Deposit Bank for each day interest is due, computed on the basis of a 365 day year.

No third party will have rights or claims against Sebree Deposit Bank and its Service Providers under this Agreement. The terms of this section will survive termination of this Agreement.

(F) Indemnification

Business Customer(s) and its Authorized Signers will defend, indemnify and hold harmless Sebree Deposit Bank and its Service Providers against and in respect to any and all loss, liability, expense and damage, including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any request received by Sebree Deposit Bank through the Service, (ii) any breach of the provisions of this Agreement (iii) any request for stop payment; (iv) any dispute between you and any third party in connection with the use of the Service, and (v) any and all actions, suits, proceedings, claims, demands, judgments, costs and expenses (including attorney's fees) incident to the foregoing. The terms of this section will survive termination of the Agreement.

16. Termination

You may cancel the online banking or bill payment services at any time by notifying us in writing. You must mail your instructions to Sebree Deposit Bank, P O Box 96, Sebree, KY 42455. We reserve the right to change terms and revoke this agreement at any time. If we do, we will provide you with written notice at least 30 days in advance. If we find it necessary to cancel this agreement for security reasons or because of your abuse of this service, we will not provide you with written notice in advance.

17. Electronic Disclosures

We may deliver amendments to this Agreement and other disclosures to you in an electronic format. Other disclosures may include: monthly account statements, deposit account disclosures, notices regarding changes in account terms and fees, and privacy notices. The equipment necessary for accessing these types of disclosures electronically is described within this Agreement in Section 8.

WITH YOUR ACCEPTANCE BELOW, YOU AGREE TO ACCEPT THIS AGREEMENT AND OTHER INTERNET BANKING RELATING DISCLOSURES IN AN ELECTRONIC FORMAT. YOU ALSO AGREE AND REPRESENT THAT YOU HAVE THE NECESSARY EQUIPMENT FOR ACCESSING THE SERVICE AND FOR VIEWING ELECTRONIC DISCLOSURES.

18. Address and E-mail Changes

When you enroll in the Service, we may send you a "Welcome e-mail". We will also send you e-mails and/or secure messages through the Service regarding important Internet Banking matters and/or changes to this Agreement. You must provide us your current e-mail address in order for us to deliver this information to you.

It is your sole responsibility to ensure that your contact information is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. Changes can be made either within the Service or by contacting our Customer Service Representatives.

Any changes to your Eligible Account(s) should also be made in accordance with the procedures outlined above.

We are not responsible for any processing errors or fees incurred if you do not provide accurate contact information.

19. Exclusions of Warranties and Limitation of Damages

THIS SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS". "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTWITHSTANDING OUR EFFORTS TO ENSURE THAT THE SERVICE IS SECURE, WE CANNOT AND DO NOT WARRANT THAT ALL DATA TRANSFERS VIA THE SERVICE WILL BE FREE FROM MONITORING OR ACCESS BY OTHERS. YOU EXPRESSLY ASSUME ANY AND ALL RISK ASSOCIATED WITH ELECTRONIC DATA TRANSFERS.

YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE, INSTALLATIONS AND OPERATION OF YOUR COMPUTER. NEITHER THIS BANK NOR ITS SERVICE PROVIDERS SHALL BE RESPONSIBLE FOR ANY DELAYS, ERRORS, DELETIONS OR FAILURES THAT OCCUR AS A RESULT OF ANY MALFUNCTION OF YOUR COMPUTER OR SOFTWARE.

THE FOREGOING SHALL CONSTITUTE SEBREE DEPOSIT BANK AND ITS SERVICE PROVIDER'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL SEBREE DEPOSIT BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR ATTORNEY'S FEES (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE AND/OR YOUR USE OF THE SERVICE.

20. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement in our sole discretion. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties.

21. No Waiver

This Bank and its Service Providers shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

22. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

23. Disputes

In the event of a dispute regarding the Service, you agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and us, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of this Agreement. If there is a conflict between what the employees of this Bank and/or its Service Providers say and the terms of this Agreement, the terms of this Agreement will prevail.

24. Waiver of Trial by Jury

The parties hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury with respect to any litigation brought based upon this Agreement or arising out of, under, or in connection with this Agreement and any Agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements or actions of the parties. This provision is a material inducement for the parties entering this Agreement.

25. Ownership of Material

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Seabee Deposit Bank and/or its Service Providers unless otherwise indicated. All registered and unregistered trademarks used in the Service are the sole property of their respective owners. Unauthorized reproduction in whole or part is prohibited.

26. Governing Law and Relation to Other Agreements

Accounts and services provided by this Bank may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Eligible Account(s) and provided to you separately.

This agreement shall be governed by and construed in accordance with federal statutes and the laws of Kentucky.

This website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

27. Proceed with Enrollment for the Service

By clicking on the “I agree” button below you represent that you are the owner of an Eligible Account to be enrolled in the Service and/or have been authorized by the Owner to enroll for the Service. Clicking on the “I Agree” button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

If you do not agree, choose “cancel” below.