

Buckeye Community bank

Mobile Banking Services Agreement

This Agreement contains the terms and conditions for the use of Buckeye Community Bank Mobile Banking Service. In this Disclosure and Agreement the words "you", "your", or "user" mean the consumer or business that applied for and/or uses any Mobile Banking Service (the "Service") described in this Disclosure and Agreement. The words "Buckeye Bank", "us" and "we" mean Buckeye Community Bank.

Acceptance of these Terms

Your use of Mobile Banking constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. This agreement is subject to change. We will notify you of any material change via e-mail or on our website by providing a link to the revised agreement. Your continued use of the services will indicate your acceptance of the revised Agreement.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

Mobile Banking is offered as a convenience and supplemental service to our Online Banking Service(s). It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and service(s) with us. Mobile Banking allows you to access your Buckeye Community Bank account information, view balances and transaction history, make payments to payees and transfer funds to your other Buckeye Community Bank accounts.

To utilize the Mobile Banking Service, you must be enrolled to use NetTeller online banking and then activate your Device within the NetTeller system. Information about Buckeye Community Bank's Mobile Banking service is available on our website at www.buckeyebank.com.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the Service(s) at any time.

Use of Mobile Banking Service

In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Agreements

You agree that when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider

is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service(s) is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

Permitted Mobile Banking Transfers

You may use the Service(s) to transfer funds between your eligible Buckeye Community Bank accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking. The terms and conditions for transfers using the Mobile Banking Service are the same as those for transfers using Online Banking.

Each transfer from a savings or money market account using Mobile Banking is counted as one of the six (6) limited transactions permitted each monthly statement cycle period, as described in the Terms and Conditions of Your Deposit Account.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

Account Ownership

You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

User Security

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

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale

You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

Fees

While there are currently no fees related to the use of the Services, Buckeye Bank, in its sole discretion, retains the right to administer a fee schedule in the future. Please refer to section, Change of Terms, for advance notification related to the administration of possible future fees.

Change in Terms

Buckeye Bank reserves the right to change the terms and charges for the Services indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your continued use of the Services after receipt of notification of any change constitutes your acceptance of the change.

Termination of the Services

You may, by written request, terminate at any time the Services provided for in this Disclosure and Agreement. In the event of termination of the Services, you will remain liable for all transactions performed on your Account. Buckeye Bank retains the right, at its sole discretion, to terminate Services based on misuse as outlined within this Disclosure and Agreement.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Buckeye Community Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

In Case of Errors or Questions about your Account

In case of error or questions about your deposit accounts or Mobile Banking service, please contact us at 877-805-2265 or 440-233-8800.