

WebDCB Online Banking Electronic Disclosure and Consent

This WebDCB Online Banking Service E-Sign Disclosure and Consent ("Disclosure"), applies to all Notices and Communications for those products, services and Accounts offered or accessible through the WebDCB Online Banking Service that are not otherwise governed by the terms and conditions of an account disclosure and consent, whether provided electronically or in writing. Please note that consenting to receive Notices and Communications under this disclosure will not automatically enroll you in E-Statements.

The words, "we," "us," and "our" refer to the entity with whom you have your Account and the "you" and "your" mean you, the individual(s) or entity identified on the Account(s). As used in the Disclosure, "Account" means the account you have with us. "Notices and Communications" means any customer agreements or amendments thereto, monthly billing or account statements, tax statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing. "Online Banking Service" means Delaware County Bank and Trust Company WebDCB and WebDCB Cash Management for Business Banking.

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

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

Scope of Communications to Be Provided in Electronic Form

If you instruct us to do so, you agree that we may provide you with any Notices or Communications in electronic format, and that we may discontinue sending paper Notices or Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Notices and Communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications and notices associated with the Account or the product or service available through the WebDCB Online Banking Service for your Account. As an example we may send by e-mail legally required notification of changes to terms and conditions related to the WebDCB Online Banking Service.
- Notices and disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Notices or Communications we may include from time to time as part of the enrollment in the E-Statements or paperless statements program ("E-Statements").

Your consent to receive electronic notices and communications does not automatically enroll you in E-Statements or paperless statements. You must complete a separate enrollment to stop receiving paper account statement (and any other types of Notices and Communications we may include in E-Statements) by U.S. Mail.

Method of Providing Communications to You in Electronic Form

All Notices and Communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose, or (4) by requesting you download a PDF file containing the Notice or Communication.

How to Withdraw Consent

You may withdraw your consent to receive Notices or Communications or E-Statements in electronic form by contacting us at 740.657.7200; by writing to us at The Delaware County Bank and Trust Company, Attn: WebDCB Customer Care Representative, P.O. Box 1001, Lewis Center, OH 43035-1001, and advising us that you wish to have future notices or communications sent to you in paper form. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously provided valid e-mail address, as a withdrawal of your consent to receive electronic Notices and Communications. We may elect to terminate this Agreement and the Online Banking Service if you choose to receive notices or communications in paper form. Any withdrawal of your consent to receive electronic Notices and Communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to ensure that the contact information in your WebDCB Online Banking Service user profile is current and accurate. This contact information includes, but is not limited to, name, address, phone numbers, e-mail addresses, and account numbers. You agree to provide current, accurate and complete e-mail address, contact and other information related to this disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update contact and other information through the WebDCB Online Banking Service or by contacting a WebDCB Customer Care Representative at 740.657.7200 during normal business hours.

Requesting Paper Copies of Notices or Communications

We will not send you a paper copy of any Notice or Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of any Notice or Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Notice or Communication to you. To request a paper copy, contact us in writing at WebDCB Customer Care Representative at The Delaware County Bank and Trust Company, Attn: WebDCB Customer Care Representative, P.O. Box 1001, Lewis Center, OH 43035-1001 or through WebDCB Online Banking Services sending a message to us using your secure e-mail. We may charge you a reasonable service charge, of which we have provided you prior notice, for the delivery of paper copies of any Notice or Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Notice or Communication that you have authorized us to provide electronically.

Notices or Communications in Writing

All Notices or Communications in either electronic or paper format from us to you will be considered "in writing". You should print or download for your records a copy of this Disclosure and any other Notice or Communication that is important to you.

Federal Law

You acknowledge and agree that your consent to electronic Notices and Communications are being provided in connection with a transaction affecting interstate commerce that is subject to the Federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your electronic Notices and Communications, or to terminate or change the terms and conditions by which we provide electronic Notices and Communications. We will provide you with notice of any such termination or change as required by law.

WebDCB Online Banking Service Agreement

General Terms and Conditions Applicable To All Users

This WebDCB Online Banking Service Agreement ("Agreement") states the terms and conditions that govern your use of WebDCB Online Banking Services and WebDCB Online Banking Services for Cash Management (the "Online Banking Service"). As used herein, the terms, "Bank", "us", "we", or "our" means Delaware County Bank and Trust Company or an affiliate of such entity that provides you services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the Online Service; "you" or "your" means (1) an individual or entity that is the owner of an Account or a party-in-interest to an Account (such as a grantor, beneficiary or co-trustee of a trust account) or (2) an individual authorized by an account owner or a party-in-interest to view Account information and/or effect transactions in an account.

Agreement Online Service

When you use or access, or permit any other person(s) or entity to use or access the Online Service, you agree to the terms and conditions of this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms and conditions on the sites within the Online Banking Service. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Online Banking Service. Your use of the Online Banking Service after we have made such changes available will be considered your agreement to the change.

Other Agreements

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, and with all applicable State and Federal laws and regulations.

Termination Availability

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Online Banking Service, in whole or part, at any time for any reason without prior notice, including but not limited to, your failure to access the Online Banking Service for a period of three (3) months or greater. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of the Agreement for all purposes.

Indemnity

You acknowledge and agree that you are personally responsible for your conduct while using the Online Banking Service and agree to indemnify and hold us harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Online Banking Service or the use of the Online Service by anyone using your account number, PIN, User ID or Password or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights).

Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) you initiated that were in the process of completing or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Community Reinvestment Act ("CRA") Statement

The Delaware County Bank and Trust Company is a community bank with its main office in Delaware, Ohio. The Bank has branches located in Delaware, eastern Union Counties, and northern Franklin County. The area serviced by these branches is intended to be our service area for purposes of Internet banking. Our goal in providing Internet banking is to service our present customers in those areas and to develop new customers and relationships in those areas. Therefore, we do not intend to accept applications for deposits or loans through WebDCB from persons or entities outside this service area. The Bank reserves the right to limit its customer accounts to its service area. Feel free to call our WebDCB Customer Care Representatives at 740.657.7200 if you have any questions.

Accessing Your Accounts using WebDCB Online Banking Services

Requirements

To sign up for WebDCB Online Banking Services, you must have at least one existing Delaware County Bank and Trust Company account. If you do not already have an account with the Bank, you must open one in person at a Bank branch or via the WebDCB online site. You must also have an online password, which you will receive when being approved and signing up for WebDCB Online Banking Services. In addition, you must have compatible Internet browser software as required by the Bank. You are also responsible for and must provide all telephone and other equipment and telecommunication services necessary to access and use WebDCB Online Banking Services. Finally, you must sign this Agreement either electronically via the WebDCB site, or in writing and deliver the agreement to a Bank branch. The Bank may also require that you sign a form of this Agreement that it provides when you visit the branch.

Types of Accounts

Presuming you meet the above requirements and have one or more accounts with the Bank, you may use the WebDCB Online Banking Services to connect to accounts which are serviced directly by the Bank. FOR BUSINESS ACCOUNTS, you can use WebDCB Online Banking Services as set forth in the specific account descriptions. You may be required to sign other agreements for different types of services. The Bank may also offer Mobile Services as part of your WebDCB Online Banking Services.

Benefits of Using WebDCB Online Banking Services

Through WebDCB Online Banking Services, you can manage your eligible personal or small business accounts from your home or office on your personal computer. You can use WebDCB Online Banking Services to:

- View account balances.
- Search and review account transaction history by check number, amount or date range.

- Look up a check image.
- Transfer money between accounts.
- Make regular payments to your Bank line of credit or loan account.
- Pay bills to any merchant, institution or individual with a U.S. address.
- Create a stop payment.
- Change the address on any of your accounts with the Bank.

Limitations

The features of the WebDCB Online Banking Services are limited to the extent, and subject to the terms, noted below. If a hold or any other restriction, as defined in our disclosures or required by law, has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

The Bank / CheckFree Corporation will set a payment limit for the amount of Bill Payments which may be made by you on a daily basis. You will not be able to exceed that limit unless specifically authorized by The Bank / CheckFree Corporation.

In most cases, you may use WebDCB Online Banking Services to link deposit accounts in which you have an unrestricted right to withdraw funds and credit accounts in which you have an unrestricted right to borrow money and buy items on credit. However, the Bank reserves the right in its sole discretion to deny WebDCB Online Banking Services account linkage and account transactions. You may use WebDCB Online Banking Services for Business banking to access eligible accounts. These accounts may include accounts of affiliated, subsidiary, or non-affiliated businesses bearing the same tax identification number which may be added to your business account linkage and account transactions with the agreement of each such business. You agree to provide us with any authority we require before we permit access to any qualifying account.

When you use WebDCB Online Banking Services to transfer from credit accounts, you agree that the Bank may take any action required to obtain cash advances on your behalf, including charging your linked credit account at the Bank, without your signature.

Your ability to transfer funds between certain accounts is limited by federal law, as stated in the Account Documents and Disclosures. For example, you may make no more than 6 transfers from a savings or money market savings account during each monthly statement period. Transfers and bill payments made using WebDCB Online Banking Services are counted against the permissible number of transfers, as are the other transfer methods described in the Account Documents and Disclosures.

Balance and transaction information provided on any day will generally be current as of the close of business on the preceding business day. Transactional information for your linked accounts will only be available using WebDCB Online Banking Services for up to 60 days prior to the date of inquiry.

The Bank reserves the right to limit the frequency and dollar amount of transactions from your accounts for security reasons.

Account Information

Account information provided to you as part of the Online Service is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using the Online Service, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

Mobile Services (All functionality is not yet available for all customers. We will notify you when additional functionality is available for your Mobile Service)

Your enrollment in the Online Service may include access to some products and services through a mobile device ("Mobile Services"). By using the Mobile Services, you agree to the following terms. You agree that we may send you information relative to Mobile Services through your communication service provider in order to deliver them to you and that your communication service provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location so that we

may send you certain information about your applicable account or otherwise related to the Mobile Services. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Mobile Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information including instructions for payment, transfer and other money transactions, through the Mobile Services may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or, inaccurate content in, information and instructions sent through the Mobile Services. Additionally, not all of the products, services or functionality described on the on-line account site(s) and the Agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality. Information available via the Mobile Services, including balance, transfer and payment information may differ from the information that is available directly through the Online Service and Site(s) without the use of a mobile device. Information available directly through the Online Banking Service and Site(s) without the use of a mobile device may not be available via the Mobile Services, may be described using different terminology (including capitalized terms used in the Agreement or on our Site(s), or may be more current than the information available via the Mobile Services, including but not limited to account balance information. The method of entering instructions via the Mobile Services may also differ from the method of entering instructions directly through the Online Service without the use of a mobile device. Processing of payment and transfer instructions may take longer through the Mobile Services. We are not responsible for such difference, whether or not attributable to your use of the Mobile Services. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider.

Alerts and Mobile Text Services (All functionality is not yet available for all customers. We will notify you when additional functionality is available for your Mobile Service)

Your enrollment in the Online Banking Service includes access to mobile text messaging related services (collectively, "Text Services") and Alerts. The Alerts and Text Services will be important messages you may receive via mobile text messaging related to services about your account. By receiving or otherwise using these services, you agree to the following terms for these services. You agree that we may send messages through your communication service provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You agree to provide a valid phone number, e-mail address or other delivery location for these services so that we may send you certain information about your applicable account. Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement. The Alerts and Text Services are provided for your convenience and do not replace your monthly account statement(s), which are the official record of your accounts. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status, and for phone Alerts, may be delivered to voicemail or answering machines if someone doesn't answer the number you provide. Messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Alerts and Text Services. The Text Services are only available to customers who have an eligible account with us. While you have to have an eligible account to use the service, once you activate the service, if you have other types of accounts with us, you may have access to those other accounts as well. There is no service fee for the Alerts and Text Services but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider.

Standard messaging charges apply. Such charges include those from your communications service provider. Message frequency depends on user preferences. For additional assistance with the Alerts and Text Services, contact WebDCB Customer Care at 740.657.7200.

WebDCB Online Banking Service Bill Payment

Bill pay services will be provided in conjunction with CheckFree Corporation. In order to use the bill pay services, you will need to acknowledge and agree to the terms under the CheckFree Bill Pay Agreement. You will receive the option to sign up for Bill Pay Services via your on-line account the first time you access the Bill Pay link.

In case of errors or questions about your Bill Pay transactions, you should, as soon as possible, notify CheckFree Corporation via one of the following:

1. Telephone CheckFree Corporation at 800.877.8021 during Customer Care hours;
2. Contact CheckFree Corporation by using the application's e-messaging feature; and/or,
3. Write CheckFree Corporation at:
CheckFree Payment Services
1345 Old Cheney Road
Lincoln, NE 68512

Personal Financial Management Services

(All functionality is not yet available for all customers. We will notify you when additional functionality is available for your Personal Financial Management)

WebDCB Online Banking Services offers a variety of tools and services that may allow you to use personal financial management software ("PFM Software") such as Microsoft® Money, Quicken®, or QuickBooks®, to access WebDCB Online Banking Services to make bill payments and transfers and access account information such as balance and transaction history. These tools and services are explained within Online Banking Services including all fees, charges or costs which may apply.

Microsoft® (and Windows®) are either registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries. Quicken® (and QuickBooks®) are registered trademarks of Intuit Inc.

You agree:

- We may change these tools and services or add new ones without advance notice.
- You are responsible for the accuracy of all information you input.
- You will comply with any instructions or conditions for use of the service and tools as set forth within WebDCB Online Banking Services.
- The tools and services are meant as aids to assist you with managing your accounts. They are not intended to provide legal, tax or financial advice.

The method of entering instructions via your PFM Software may also differ from the method of entering instructions directly through the WebDCB Online Banking Service. We are not responsible for such differences, whether or not attributable to your use of PFM Software.

PFM Service Fees

In addition to any other fees set forth in the Agreement, there may be a monthly service fee (PFM Service Fee) for customers who subscribe to the PFM Service. You authorize us to deduct the PFM Service Fee each month, from the eligible personal or business checking account you designate as your Primary Account.

New Features

We may, from time to time, introduce new features to the Online Service or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

Service Fees and Additional Charges

Any applicable fees will be charged regardless of whether the service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider. For a detailed listing of applicable fees, please refer to the Current Fee Schedule.

Alterations and Amendments

This Agreement, applicable fees and service charges may be altered or amended by the service from time to time. In such event, the Service shall provide notice to you. Any use of the service after the service provides you a notice of change will constitute your

agreement to such change(s). Further, the service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the service's more recent revisions and updates.

Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for you to access and use the Online Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. WebDCB Online Banking services is not responsible for any electronic virus or viruses, spyware, and or/malware that you may encounter. It is recommended that you routinely scan your PC and diskettes using a reliable product designed to detect and remove any virus or viruses, spyware and/or malware that may be present on your system. Undetected or unrepaired virus or viruses, spyware and/or malware may corrupt and destroy your programs, files and even your hardware as well as collect personal non-public information, passwords and other sensitive materials. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for imposed by such Internet service provider and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials and/or user guides. You acknowledge that you are responsible for the data security of the Systems used to access the Online Service, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested the Online Banking Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or service that may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

Records; Communications

Our records, kept in the regular course of business, shall be presumed to accurately reflect the content of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Policy, including reproduction, publication, broadcast and posting.

If you provide us with your phone number, including cell phone number, as a contact for any of the products or services offered through the Online Banking Service, you agree that we may call that number with service messages, including calls via an autodialer or prerecorded calls, notwithstanding any state or federal law or regulation that would otherwise prevent us from engaging in this activity without your consent.

You agree that you will not transmit securities trade orders or any other transactional instructions to us using electronic mail. You acknowledge that we will not act upon orders or instructions transmitted through electronic mail and that we may not be in a position, by virtue of time zone difference or otherwise, to respond to your communications sent by electronic mail within the time frame contemplated by you.

Protecting Your Account and Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account, including but not limited to the WebDCB Online Banking Services. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately notify WebDCB Customer Care at 740.657.7200.

In addition to protecting your account information, you should take precautions to protect your personal identification, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account. It is your responsibility to protect personal information with the same level of care that you protect your account information.

Liability For Authorized Transfers

YOU ARE LIABLE FOR ALL TRANSACTIONS THAT YOU MAKE OR AUTHORIZE, EVEN IF THE PERSON YOU AUTHORIZE EXCEEDS YOUR AUTHORITY. IF YOU HAVE GIVEN SOMEONE YOUR ACCESS CODES AND WANT TO TERMINATE THAT PERSON'S AUTHORITY, YOU MUST

NOTIFY US THAT TRANSACTIONS BY SUCH A PERSON ARE NOT LONGER AUTHORIZED. WE MAY HAVE TO CHANGE YOUR ACCESS CODES OR TAKE ADDITIONAL STEPS TO PREVENT FURTHER ACCESS BY SUCH PERSON.

Taking Care of Your Online Banking Service Password

The password that is used to gain access to WebDCB Online Banking Service should be kept confidential. For your protection we recommend that you change your Online Banking Services password regularly. We recommend that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify WebDCB Customer Care at 740.657.7200. NO ONE FROM THE BANK WILL EVER ASK FOR YOUR PASSWORD.

If you believe someone may attempt to use or has used the Online Banking Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify WebDCB Customer Care at once at 740.657.7200. NO ONE FROM THE BANK WILL EVER ASK FOR YOUR PASSWORD.

We may at our option change the parameters for the password used to access the Online Banking Services ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access the Online Banking Service. To prevent unauthorized access to your accounts and to prevent unauthorized use of the Online Banking Service, you agree to protect and keep confidential your Card number, account number, PIN, User ID, Password, or other means of accessing your accounts via the Online Banking Service. The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line, or draws on your credit card account. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity to use the Online Banking Service or to access or use your Card numbers, account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. Again, if you believe someone may attempt to use or has used the Online Banking Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify WebDCB Customer Care at once at 740. 657.7200. NO ONE FROM THE BANK WILL EVER ASK FOR YOUR PASSWORD.

Duty to Notify Bank/Unauthorized Transactions

Notify us at once if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. QUICKLY TELEPHONING US IS THE BEST WAY OF REDUCING YOUR POSSIBLE LOSSES. YOU COULD LOSE ALL THE MONEY IN YOUR ACCOUNT (PLUS YOUR MAXIMUM OVERDRAFT LINE OF CREDIT). Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call WebDCB Customer Care at 740. 657.7200 during normal business hours or electronic mail at WebDCB Customer Care at inforequest@dcb-t.com, or write Delaware County Bank and Trust Company, Attn: WebDCB Customer Care Representative, P.O. Box 1001, Lewis Center, OH 43035-1001.

Availability of Limitation of Liability (for Unauthorized Transactions)

If your Online Banking Service password has been compromised and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Online Banking Service password without your permission to access a deposit account with the Bank. If you do NOT tell us within 2 business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within 60 days after the first paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the 60 days. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section may be extended at the discretion of the Bank.

Electronic Mail

Electronic mail, or e-mail, transmissions may not be secure. Any e-mail you send us may be intercepted by a third party outside the security of the WebDCB website. Therefore, we urge you to not send us sensitive information such as account numbers or PIN numbers by using a public e-mail system. Once you have entered our online banking system through WebDCB, your information is routed through a secure server. Use e-mail to contact us about our products and services, and one of our Customer Care representatives will be in contact with you. Finally, please be aware that any electronic mail you send us will become our property and retained for future reference.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of laws provisions.

Business Accounts

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THE FOLLOWING SPECIAL PROVISIONS APPLY ONLY TO BUSINESS ENTITIES OR INDIVIDUALS PERFORMING TRANSACTION FROM BUSINESS ACCOUNTS:

Company Representative If You Are a Business Entity

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

Authorized Representatives

If you are a business, your "Authorized Representative" includes each person who is (1) authorized by your company to conduct business with us, including as part of your account opening resolution; or (2) a principal officer of yours (such as your CEO) if you are a corporation, or partner in a partnership, or a manager in an LLC; or (3) otherwise authorized (or deemed authorized to act on your behalf, whether under this Agreement or any other agreement with us, by the laws or agency, or under by any other state or federal law, rule or regulation). You authorize any authorized representative of your business, on such terms, conditions, and agreements as we may from time to time require to:

- Enter into this Agreement and any related agreements for any one or more WebDCB Online Banking Services, as they or any of them may be amended from time to time, including but not limited to Funds Transfers, ACH Transfers or Remote Capture Services. Your use of a WebDCB Online Banking Service will be deemed agreement to all terms and conditions related to that Service, including those of any related agreement governing such WebDCB Online Banking Service. We may require you to enter into related or supplemental agreements from time to time, and you agree to execute and deliver them, along with evidence of authorization for your authorized representatives, from time to time and as we request;
- Access each Account of yours in any manner and for any purpose available through a WebDCB Online Banking Service, whether the WebDCB Online Banking Service is now available or is made available at some time in the future; and
- Use any WebDCB Online Banking Service in any manner and for any purpose available through the WebDCB Online Banking Service, whether the WebDCB Online Banking Service is now available or is made available at some time in the future.

Designation Of Administrator

You will be required to designate at least one Administrator. You (through the Administrator) then control the Cash Management Services, through the systems available at our website. Your Administrator may establish other users (including Supervisor and employees or other users) (collectively with any Administrator, the "Users"). You are responsible for causing any User to maintain the confidentiality of his or her password or login identification and other Security Access Codes. The Security Access Codes will be a password or code assigned or established by the The Bank.

Responsibility For Administrators

The Administrator(s) will be responsible for maintaining your WebDCB Online Banking Service settings and User security. Access to your account(s) through the Service will be based upon the identification of Users and authority levels specified by you in your Corporate Resolution and/ or Enrollment Form. You must notify us if you terminate or change the Administrator. You must also notify us if you add or delete accounts or functionalities.

The Service will allow the Administrator to establish authority levels to help you manage additional Users and control use of various Cash Management Services (such as stop payment, ACH origination, wire transfer and Bill Pay capabilities). The levels are used to specify who can access specific Accounts, what dollar amounts Users are authorized to handle and what functions a User can access within an account. The Administrator is responsible for setting up your Users. The Administrator is also responsible for assigning all Supervisors, employees, or other persons with the Security Access Codes that are necessary to access WebDCB Online Banking Services and for establishing what, if any, limitations will apply (including what level of activity is appropriate for each Account). The

Administrator changes and maintains your Security Access Codes. The Administrator(s) will have full access to your Accounts and to any future Accounts you may open.

We will not control or oversee the Administrator function or the activity of Users. You agree to creation of an Administrator and to all action taken by the Administrator, by any User, and by any person given access to one or more WebDCB Online Banking Services by the Administrator or by a User, and all such persons are your agent for purposes of use of the WebDCB Online Banking Services. You further agree to assume all risks associated with providing Security Access Codes to your Administrator, understanding that this can result in Users and possibly other persons obtaining access to your Account without control or monitoring by us. You must establish authorization parameters and/or limits for each person you authorize to use the WebDCB Online Banking Service. You agree to use and implement each control (including template management, verification, access, use of maximum process settings, security, audit and review procedures) to prevent unauthorized persons gaining access to Security Access Codes or your Accounts.

Responsibility For Communications In Your Name, Whether Or Not Authorized By You

The Security Access Codes are security procedures. You agree that we may use the security procedures to verify the authenticity of Communications in your name that are received by us (including Communications for Bill Pay, for a transfer, ACH entries, or wire transfer, other money transactions, or any other payment order). If we verify the authenticity of Communication or instruction using the security procedures, we may rely on and you will be obligated on the Communication or instruction, whether or not it was authorized by you. Also, if a Communication or instruction was authorized by you, you will be obligated on it even if we did not verify its authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

Responsibility For Security Procedures

In addition to the Security Access Codes as security procedures, you may choose additional security procedures. We may from time to time offer supplemental security procedures, and you agree to consider them. You agree to follow any instructions we provide to you about using, storing or otherwise related to security procedures.

You agree to consider the size, type and frequency of the Bill Pay, ACH entries, wire transfer, payment orders or other money transactions you will or intend to use WebDCB Online Banking Services to accomplish. You agree to consider the risks presented by the possibility of unauthorized access to these WebDCB Online Banking Services, including the risk of loss to you that we may process Communications and instructions that are your responsibility even though they were not authorized by you. You agree to use WebDCB Online Banking Services only after determining, and only for so long as you continue to determine, that the security procedures are a commercially reasonable method of providing security against unauthorized Bill Pay, ACH entries, wire transfer, payment orders or other money transactions. You agree and acknowledge that the security procedures are commercially reasonable for you and that you will be bound by instructions or Communications in your name, as set forth above.

You agree to take appropriate steps to ensure that all Security Access Codes are protected and kept confidential. In your review of the WebDCB Online Banking Services, including those aspects of the WebDCB Online Banking Services pertaining to the issuance, use, and protection of Security Access Codes and security procedures, you agree to notify us if your use of the WebDCB Online Banking Services would necessitate or be better served by a level of security that exceeds that offered by the WebDCB Online Banking Services. If you fail to notify us, then you acknowledge and agree that the security procedures of the WebDCB Online Banking Services are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

Access Via Security Access Codes

Each person using access codes will have the ability to:

- Make electronic fund transfers from qualifying accounts up to the full dollar amount we allow for such transfers.
- Make electronic fund transfers regardless of whether he/she is otherwise an authorized signer or an obligor on any accounts that are accessed.
- Obtain information that we make available about qualifying accounts.
- Obtain other services or perform other transactions that we authorize or allow.
- Allow anyone else to use those access codes to make electronic fund transfers or obtain information or other services.

Liability for Transactions From Business Accounts

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

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

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

Linked Accounts

We may allow one or more business accounts to be linked ("Linked Account") on the WEBDCB Online Banking Service. In order to link accounts you must execute a separate Resolution/Certificate of Authority for Linked Accounts and Multi Account Access form (the "Resolution"). All eligible accounts will then be Linked Account as designated in the Resolution.

All WebDCB Users (as designated by your Administrator) will be able to view and access each Linked Account of yours in any manner and for any purpose available through WebDCB Online Banking Services whether now available or available at some time in the future.

You acknowledge and agree that all Linked Accounts are for business purposes and are not intended for personal, family or household use. In order for you to view and perform transactions on accounts that have different tax IDs and include accounts with multiple Tax ID's within one WebDCB Online Banking profile, each business entity must complete the separate Resolution/Certificate of Authority for Linked Accounts and Multi Account Access form. Each business entity having one or more accounts included on a single WebDCB Online Banking profile is a Customer and agrees to be bound by the terms & conditions in this Agreement and the Resolution/Certificate of Authority For Linked Accounts And Multi Account Access form as provided and as amended from time to time by the Bank.

You further acknowledge and agree that all Linked Accounts will be able to be viewed and accessed by the Administrator and any Users designated by the Administrator to be able to view and access all linked accounts of the business entity. You further acknowledge and agree that all Linked Accounts of the other entities linked with your accounts may be viewed by the Administrator and any Users designated by the Administrator to be able to view and access all linked accounts of other entities. You further acknowledge that any Linked Accounts, whether for your business entity or for a foreign business entity, may be used for any purpose available through on-line WebDCB access whether now available or available sometime in the future. You further acknowledge and agree that by linking said accounts, any transactions permitted on your business entity's accounts may be made by your business entity between any of your business entity's accounts and between the accounts of the other foreign business entities as specified in the Resolution.

You further specifically acknowledge and agree that all transaction by, between and among said accounts are to be monitored by you, that The Bank does not and will not monitor said transactions, and that you specifically indemnify and hold The Bank harmless from any and all transactions made on said accounts pursuant to the on-line WebDCB Access Agreement whether such transaction are between accounts of this Entity or transactions with or between the accounts of other entities as designated below.

Authority to Transfer Funds - Waiver of Requirement for two or more signatures.

You agree that if there is any requirement to verify two or more signatures on checks or transfers of funds, that requirement does NOT apply to Your Instructions for funds transfers, including online ACH, Wire or Bill Payments, using WebDCB Online Banking Services. You, through your Administrator, are responsible to establish the appropriate Account Controls in accordance with the WebDCB Online Banking services. You release The Delaware County Bank and Trust Company from liability when executing transfers or payments in accordance with Your Instructions. You acknowledge and agree that limitations on individual or joint authority to transfer funds under other Bank agreements will not apply to Customer Instructions on WebDCB Online Banking services. Where accounts held under different tax identification numbers are included on one WebDCB Online Banking profile, you acknowledge and agree that any Administrator /employee/individual User of one business may be given authority by an Administrator to transfer funds or conduct other transactions on accounts of other businesses included in the WebDCB Online Banking profile. You acknowledge and agree that limitations on such access can only be controlled by you and the designated Administrator, not The Bank. The Bank will not be liable to you or any business entity for any loss, damage, or expense arising from access to an account by an Administrator or User and you hereby agree to indemnify and keep the Bank harmless against all actions, claims or demands arising from actions of any such person.

Your Linked Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each Linked Account and the WebDCB Online Banking Services will be subject to the terms or instructions appearing on a screen when using a Service, The Bank rules, procedures and policies applicable to each Linked Account, and the rules and regulations of any funds transfer system used in connection with WebDCB Online Banking Services, and applicable state and federal laws and regulations.

Customer's Representation and Warranty

You represent and warrant to the Bank that if accounts held under different tax ID's are included, each signer for the business entities is authorized to designate the Multiple TINs included on the Resolution and that no account included for common access through one WebDCB Online Banking profile is restricted from such common access by applicable law or regulation by the constitutional documents of the business entity.

Binding Agreement

You agree to be bound by all transactions from any business account for which valid access codes are used. You authorize us to treat any instructions we receive using valid access codes as if the instructions had been made in writing and signed by the appropriate company representative. Unless there is substantial evidence to the contrary, our records will be conclusive regarding any access to, or action taken through, our WebDCB Online Banking Services.

Notwithstanding the foregoing, we agree that you will not be responsible for transactions which occur after you have notified us to block the access codes that were used to perform the transaction, and we have had a reasonable opportunity to do so. Thus, the sooner you notify us of a problem, the better you can keep your losses down. (See the Notify Us IMMEDIATELY per "Duty to Notify Bank / Unauthorized Transactions" section above.)

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

Call WebDCB Customer Care at 740. 657.7200 or write us at The Delaware County Bank and Trust Company, Attn: WebDCB Customer Care Representative, P.O. Box 1001, Lewis Center, OH 43035-1001, as soon as you can, if you think your statement is wrong or if you need more information about a transfer covered by this agreement which listed on the statement.

Limitations on Bank Liability in Connection with Business Accounts

We will make every commercially reasonable effort to provide full performance of our WebDCB Online Banking Services system, and on a timely basis to resolve disputes that may arise. We will only be responsible for acting on instructions that we actually received. We cannot assume responsibility for any malfunctions or capacity reductions or other problems in your equipment or in public communications networks not under our control that may affect the accuracy or timeliness of transactions you perform. Our only liability is to correct errors within our control. We are not responsible or liable for any loss, damage or injury caused by our WebDCB Online Banking Services system. Neither will we be liable for any consequential; incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which you may incur or suffer by reason of this agreement or the services we provide, whether or not the possibility or likelihood of such loss, damage, or expense is known to us.

WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES WE PROVIDE YOU UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Security Procedures

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

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

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

Indemnification

IF YOU ARE A BUSINESS ENTITY OR AN INDIVIDUAL PERFORMING TRANSACTIONS FROM A BUSINESS ACCOUNT, YOU AGREE TO INDEMNIFY US AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSE (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES AND COSTS), LOSSES OR DAMAGES CLAIMED BY ANY THIRD PARTIES (INCLUDING BUT NOT LIMITED TO ANY COMPANY REPRESENTATIVES OR OTHER PERSONS AUTHORIZED TO PERFORM TRANSACTIONS) ARISING OUT OF (I) ANY TRANSACTIONS OR ATTEMPTED TRANSACTIONS COVERED BY THIS AGREEMENT FROM A BUSINESS ACCOUNT OR (II) YOUR BREACH OF THIS AGREEMENT.

End Of Special Provisions That Apply Only To Business Entities Or Individuals Performing Transactions From Business Accounts

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For Questions Or Comments Regarding Your WebDCB Access Contact:

WebDCB Customer Care at 740. 657.7200

Signatures

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

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

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

Your physical signature, electronic consent, or use of our WebDCB Online Banking Services is also your acknowledgment that you have received a copy of this agreement in paper form, or if you have provided a separate electronic consent, in electronic form. If you are offered or provided an electronic copy of this agreement but would like to have a paper copy, please contact us: WebDCB Customer Care Representative at 740. 657.7200 during normal business hours, or electronic mail WebDCB Customer Care at inforequest@dcb-t.com, or write Delaware County Bank and Trust Company, Attn: WebDCB Customer Care Representative, P.O. Box 1001, Lewis Center, Ohio 43035-1001.