

**Premier Bank**  
**OnLine Banking Customer Agreement**

This Agreement for OnLine Banking services is entered into between Premier Bank and any customer of the Bank who subscribes to or accesses OnLine Banking.

- 1. What This Agreement Covers:** This Agreement between you and Premier Bank governs the use of OnLine Banking services and includes supplementary services such as Bill Payment, External Transfers, and People Pay. You should read this Agreement and the related materials provided by the Bank before you use OnLine Banking, or permit another person to use OnLine Banking on your behalf, and agree to the terms stated in this Agreement.
- 2. Definitions:** As used in this Agreement, the words “we,” “our,” “us,” “Premier Bank” and “Bank” mean Premier Bank. “You” and “your” refer to the accountholder authorized by Bank to use the OnLine Banking service under this Agreement and anyone else authorized by the accountholder to exercise control over the accountholder’s funds through the OnLine Banking service. “Account” or “accounts” means your accounts at Bank. “OnLine Banking service” means the services provided pursuant to this Agreement, including the Bill Payment, External Transfers, and People Pay services. “Business days” means Monday through Friday, excluding Federal holidays.
- 3. Accepting the Agreement:** When you register for and/or use any of the Online Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement and acknowledge that you received and understand the terms of this Agreement.
- 4. Deposit and Credit Agreements:** To subscribe to OnLine Banking, you must have at least one account with the Bank. The terms in this Agreement are in addition to and do not change (a) the terms of any deposit account agreements you have with the Bank, including your signature card, the disclosure containing the terms of your account, the accompanying schedules and any change of terms notices (together, the “Deposit Agreements”) and (b) the terms of any credit agreements you have with the Bank, including any disclosures made pursuant to such agreements (together, the “Credit Agreements”).
- 5. Computer Requirements:** You will need a computer, related equipment, Internet access, and an e-mail address in order to use OnLine Banking (referred to collectively as your “Computer”). You are responsible for the installation, maintenance, and operation of your Computer. The Bank is not responsible for any errors or failures from any malfunctions of your Computer, and the Bank is not responsible for any computer virus or related problems that may be associated with the use of an online system. Also, your software may include certain functions and features that are not associated with or the responsibility of the Bank.
- 6. Authorized Use (Joint Accountholders and Authorized Signers):** You hereby release Premier Bank from any liability and agree not to make any claim or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your secure login profile to such person, or, in the case of a jointly held account, such person is one of the owners of the account. A person who has been furnished your secure login profile is considered an authorized user until you contact the Bank, verify your identity and have your secure login profile reset. You agree to indemnify Premier Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.
- 7. Enrollment:** There are two ways for joint account holders to enroll in OnLine Banking. All accountholders may enroll separately, and each will have his/her own secure login profile and will have separately agreed to this OnLine Banking Agreement. Each such accountholder is subject to separate OnLine Banking fees as applicable. Alternatively, one holder of a joint account can enroll in OnLine Banking with one secure login profile and be subject to fees for one person as applicable. In the case of a small business entity, the entity will enroll with one secure login profile and will be subject to the fees for one entity as applicable.
- 8. Service Hours:** You can use the OnLine Banking service seven days a week, twenty-four hours a day, although some or all OnLine Banking services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the OnLine Banking website.
- 9. OnLine Banking Functions:** You may use your secure login profile to perform the services described below and in subsequent sections of this Agreement:
  - a. To transfer funds between your designated checking, savings, money market and revolving line of credit accounts at Bank.
  - b. To transfer funds from any deposit account enrolled in OnLine Banking to your designated loan or other credit account(s) at Bank.
  - c. To receive balance, activity, statements and certain other information on certain accounts owned by you.
  - d. To search, sort, or filter account history.

- e. To communicate with Bank via secure e-mail for the purpose of account inquiries, maintenance and/or problem resolution, and to request information on certain Bank products and/or services.
- f. To set alerts on accounts based on preset parameters including, but not limited to, minimum or maximum balance thresholds, transfers processed or changes to your secure login profile. Alerts will be sent to your external e-mail address. You may also select to have alerts texted to your mobile phone number.
- g. To stop payment on a check. Stop payments may be requested online for checks. We will charge you for each stop payment order you give. Please see your account fee schedule for the stop payment fee amount.

**10. Balance Inquiries and Internal Transfers:** You may use OnLine Banking to obtain account balances and transaction history and to transfer funds between certain accounts. In most cases, you may use OnLine Banking to transfer to or from 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. However, the Bank reserves the right in its sole discretion to deny OnLine Banking transactions. When you use OnLine Banking to make transfers from credit accounts, you agree that the Bank may take any actions required to obtain advances on your behalf, including charging your linked account at the Bank without your signature.

Transfers between accounts at Bank may be scheduled for (1) immediate transfer, (2) single transfer scheduled for a future date, or (3) automatic recurrence on a scheduled date. Transfer requests will be accepted at any time provided all systems are operational. Transfers initiated through the OnLine Banking service before 11:00 P.M. EST on a business day are posted to your account the same day. Transfers completed after 11:00 P.M. EST on a business day or on a Saturday, Sunday or holiday will be posted on the next business day. Funds transfers will be made available in accordance with Bank's policy as detailed in the Deposit Agreements. If there are insufficient funds in an account from which you are requesting a funds transfer, the transfer will not be performed.

Account balances will be current as of the date and time you sign on to OnLine Banking. The balance shown may include deposits still subject to verification by us. The balance shown may differ from your records because it may not include deposits in progress, debit card authorizations, outstanding checks, or other withdrawals, payments or charges.

**11. Limitations of Funds Transfers:** The features of OnLine Banking are subject to the following terms:

- a. For savings accounts and money market accounts only: Federal regulations limit the number of transfers from savings or money market accounts to another account or to third parties by preauthorized, automatic, telephone, or Internet transfers to six per statement cycle or month. If transaction limits are exceeded, your account may be subject to fees, reclassification and/or closure at the sole discretion of the Bank. Please see your account fee schedule for the amount of fees. **PLEASE NOTE:** Transfers completed in person at a Bank office or through an ATM or POS facility are not counted toward the limit of six per statement cycle or month.
- b. For revolving line of credit accounts only: Advances under your Credit Agreements to one of your accounts may not exceed your available credit limit.
- c. No transfers may be made from an account that requires two or more signatures.

**12. Cancelling Transfers:** A one-time, immediate transfer to another account cannot be cancelled or edited after it has been submitted in OnLine Banking. Future-dated and recurring transfers can be cancelled or edited as long as the transfer has not been processed. You can view the transfers that you are able to cancel or edit by going to the Scheduled Transfers section within Online Banking.

**13. Bank Liability for Failure to Make Transfers:**

- a. The Bank is liable for your actual losses if they were directly caused by any of the following:
  - The Bank's failure to make an electronic funds transfer, in accordance with the terms and conditions of the account, in the correct amount and manner when properly instructed to do so by you.
  - The Bank's failure to make an electronic fund transfer due to insufficient funds when the Bank failed to credit, in accordance with the terms and conditions of the account, a deposit of funds which would have resulted in sufficient funds to make the transfer.
  - The Bank's failure to stop payment of a pre-authorized transfer when properly instructed to do so.
- b. However, the Bank will not be liable:
  - If you do not have adequate funds in an account to complete a transaction from that account, if that account has been closed, or if withdrawals from any of your accounts have been prohibited by a court order such as a garnishment or other legal process.
  - If you have not properly followed Computer or OnLine Banking instructions on how to make a transfer or payment or if your Computer fails or malfunctions, or if OnLine Banking was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or payment.

- If you have not given the Bank complete, correct and current instructions so that the Bank can make a transfer or payment.
- If circumstances beyond the Bank's control prevent making a transfer or payment, despite reasonable precautions that the Bank has taken. Such circumstances include delays or losses of payments caused by telecommunications outages, postal strikes, actions of third parties (such as payees), equipment failures and acts of God.
- For any indirect, incidental or consequential damages if the Bank's failure was not intentional and resulted from a bona fide error.

**14. Customer Responsibility and Liability for Unauthorized Use:** You are responsible for all transfers and payments you authorize using OnLine Banking. If you permit other persons to use OnLine Banking or your secure login profile, you are responsible for any transactions they authorize from your account.

You are to notify us immediately if you believe your secure login profile has become known to an unauthorized person or if an unauthorized transaction has occurred involving your account. Telephoning is the best way of keeping your possible losses to a minimum.

#### **1-877-367-8178 – Customer Care Center**

Your Rights and Responsibilities are outlined specifically in the Electronic Funds Transfer account disclosure that you received in your Deposit Agreements.

- 15. Availability of Service:** OnLine Banking will be accessible 24 hours a day, seven days a week. OnLine Banking may be inaccessible for a reasonable period for system maintenance. We shall not be liable under this Agreement for failure to provide access. Your access to OnLine Banking shall be determined in the sole discretion of the Bank, subject to applicable law. The Bank reserves the right to modify, suspend or terminate access to OnLine Banking at any time and for any reason without notice or refund of previously incurred fees.
- 16. Additional Provisions Applicable to Small Business OnLine Banking:** This section amends this agreement and includes additional provisions applicable to Small Business OnLine Banking. Except as set forth below, the terms and conditions of the Agreement apply to Small Business OnLine Banking. Without limiting the foregoing, defined terms have the meaning set forth in the above Agreement, except as noted otherwise. In the event of inconsistency with respect to the account covered by the Service described in this section, this section shall prevail.
- Eligibility:** Generally, individuals and business entities are eligible for Small Business OnLine Banking and Bill Payment service with respect to eligible non-consumer deposit and loan accounts. We reserve the right to limit service to certain account types. Consumer accounts may not be linked to non-consumer accounts without Bank approval in writing. For purpose of these disclosures, consumer accounts are accounts used primarily for personal, family, or household purposes.
  - User Access:** OnLine Banking shall only be used by the Administrator and Authorized Users and only for legitimate business purposes incurred in the ordinary course of their employment with you. You agree to limit the use of this Service to such purposes and to take all necessary steps to ensure that OnLine Banking is used for no other purposes.
  - Security:** You agree to (1) keep all secure login profiles strictly confidential, disclosing them only to trusted employees who must have access to them in order to perform their employment duties; (2) instruct those employees that they are not to disclose secure login profiles to any other person; and (3) establish and maintain all procedures necessary to assure that secure login profiles will be maintained in the strictest confidence. If your password becomes known to any unauthorized person, or if you believe it may have become known to an unauthorized person, you agree to immediately notify the Bank by telephone, followed by written notice sent the same day as such knowledge is first learned. The Bank may change your password at any time, which is effective at such change. Additionally, the Bank shall not be liable for any loss or expense incurred by you as a result of the Bank's compliance with the instructions received through any use of its authorization procedures and password assigned to you.
- 17. Bill Payment:** You may use OnLine Banking to pay bills through the Bill Payment service. With Bill Payment, you may (1) make current, future or recurring payments to certain companies or individuals you select and (2) make current, future or recurring payments directly to your loan accounts with us.
- Payment Limits:** You may make bill payments in any amount greater than or equal to \$.01 and up to \$9,999.99. Total amount of bill payments in any single day must be less than \$20,000.00.
  - Payment Account:** When you sign up for the Bill Payment service, you must designate a checking account with us as the account from which bill payments should be made (the "Payment Account"). However, additional accounts can be added after original enrollment.
  - Payment Processing:** Allow 3-5 business days to process most payments. Bill payments are transmitted Monday through Friday at 9:00 P.M. EST. If a payment is initiated after this time or on a day that is not a business day, the payment will be processed on the next business day.

- d. **Processing Exceptions:**
- Bill payments made to any government agency (IRS, taxes, child support, court fees, etc.) will have the following limitations: The Bank has limited ability to research any issues that may arise due to the government's strict adherence to the Consumer Privacy Act. The Bank will not be responsible for any late fees or penalties that may be incurred by these types of payments.
  - Bill payments cannot be processed internationally or in the following U.S. territories: Guam, Puerto Rico, U.S. Virgin Islands.
  - Bill payments cannot be processed in the following International Military Bases: Armed Forces Americas (AA), Armed Forces Europe, Asia, Canada, Middle East (AE), and Armed Forces Pacific (AP).
- e. **Bank Liability for Failure to Make Bill Payments:** The Bank will not be liable if you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due; or if the Bank makes a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- f. **Payees:** You may designate payees through the Bill Payment service. You must provide sufficient information about each payee to properly direct a payment to that payee and permit the payee to identify the correct account to credit your payment. This information may include without limitation, the name and address of the payee and your payee account number. The payee must have a U.S. payment address that can be verified through the ordinary course of business. Occasionally, a payee may choose not to participate in the Bill Payment service or may require additional information before accepting payments. While we work with these payees to encourage them to accept an electronic or check bill payment made through the Bill Payment service, the payee may not accept such bill payments or may not be able to process bill payments using the Bill Payment service. In that event, we may decline to make future payments to this payee, and a notice will be sent to you.
- g. **Authorization:** When you schedule a bill payment using the Bill Payment service, you authorize us to follow the payment instructions and transfer funds from your Payment Account with us to the payee. We may refuse to act on your instructions if sufficient funds are not available in your Payment Account on the date you want us to process your payment. We reserve the right to refuse to make any bill payment.
- h. **Sufficient Available Funds:** We will process payment instructions only if there are sufficient funds available in your Payment Account. If sufficient funds are not available and the Bank cannot process the payment from your account on the transaction date, the bill payment will be canceled.
- i. **Expedited Payments:** Same day or expedited payments are available. Expedited payments can be sent with an overnight check or electronically. Separate fees do apply.
- j. **Cancelling Bill Payments:** Once a bill payment via check has been picked up for processing, a customer can call 1-877-367-8178 for assistance, and they will make their best attempt to stop payment. The Bank cannot place a stop payment on an electronic payment.
- k. **Fees:** Expedited Payments:
- |            |         |
|------------|---------|
| Electronic | \$5.00  |
| Check      | \$25.00 |

**18. External Transfer Service to Accounts You Own at Other Financial Institutions:** Within the Bank's OnLine Banking service, you may sign up for the option of transferring funds between your Premier Bank personal checking account and certain personal deposit or investment accounts at other financial institutions. You may only set up your Premier Bank personal checking account for External Transfers. Any other linked accounts in your OnLine Banking service, such as loan accounts, savings accounts, retirement accounts, or business (non-personal) accounts, are not eligible for External Transfers. For purpose of these disclosures, personal accounts are accounts used primarily for personal, family, or household purposes.

- a. **Account(s) Set-up:** You will need to set up and verify each of your non-Premier Bank accounts that you wish to use for these transfers. You agree that you will only attempt to set up and verify personal accounts which you own individually or jointly and for which you have the authority to transfer funds. You should not set up any accounts for External Transfers that you do not own or for which you do not have authority to transfer funds. If you attempt to set up an ineligible Premier Bank account for External Transfers, you will not be permitted to do so.
- b. **Scheduling External Transfers and Cutoff Time:** Transfers can be scheduled on either a one-time or recurring basis. Processing of one-time External Transfers may be initiated immediately or scheduled for initiation at a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$100 transfer from an account you own at another financial institution to your Premier Bank checking account every two weeks.

An inbound transfer moves funds into an account at Premier Bank from an account outside the Bank. An outbound transfer moves funds from an account at Premier Bank to an account outside the Bank. International transfers are not supported.

The cut-off time for External Transfers is 7:00 P.M. EST. Any External Transfer initiated after this time or on a day that is not considered a business day will be considered as being initiated on the next business day. Future-dated or recurring External Transfers scheduled for a weekend or non-business day will be processed on the next business day.

External Transfers will appear as “In Process” until fully processed after the end of the third business day after the transfer is requested.

- c. **Transaction Limits:** External Transfers, both outbound and inbound, are subject to following limitations: \$5,000 per transfer, \$5,000 per business day, and \$20,000 per month. Any External Transfer initiated after the cutoff time or on a day that is not a business day counts toward the applicable limit for the next business day.

Premier Bank may change your dollar limits at any time. Any decrease will be subject to notice as required by law, but you agree that we may reduce your limits stated above or cancel the service without prior notice upon occurrence of a Disqualifying Event described below.

- Any of your deposit accounts with Premier Bank are not current or not in good standing.
- You have an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Premier Bank deposit account during the current or three prior statement cycles.

- d. **Fees:** Premier Bank does not charge for External Transfers. If we process a transfer that overdraws your account, we may assess a fee for any such overdraft in accordance with the terms of your Deposit Agreements or other applicable agreement. Please see your account fee schedule for the current NSF fee.
- e. **When Your Funds Will Be Available:** Funds transferred to a Premier Bank account from an account outside the Bank will be available immediately once the funds are posted to the account. Contact the receiving institution to determine the availability of funds transferred from a Premier Bank account to an account outside the Bank.
- f. **Cancelling External Transfers:** Future-dated and recurring External Transfers can be edited or canceled prior to 7:00 P.M. EST on the business day before the business day the transfer is scheduled to be made. However, if the transfer is “In Process” or “Processed”, you can no longer edit or cancel it.
- g. **External Transfer Processing:** The Bank will process External Transfers on your behalf by means of the Automated Clearing House network pursuant to this Agreement and the rules of the National Automated Clearing House Association (NACHA). We can reject an External Transfer if it is not in compliance with the NACHA rules. Under NACHA rules, any credit to your Premier Bank account or your account at a third party financial institution shall be provisional until such credit has been finally settled by us or by the third party financial institution holding your account. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for an External Transfer for any reason, we shall charge back the amount of such transfer from the account being debited or the account being credited, as applicable, or any other of your accounts or claim a refund from you.

You agree that you are authorized to initiate every inbound or outbound transfer you request in the amount requested. You also agree that your authority is operative at all relevant times including without limitation at the time you set up the transfer and at the time that we initiate the debit or credit to your Premier Bank account.

You agree that you will have sufficient funds available in the designated deposit account to cover your payment obligations under this Agreement. In the event that there are not sufficient funds available in your deposit account to cover your payment obligation, you agree that we may offset, without prior notice or demand, any account held by you to the extent permitted by law. If the deposit account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees, as set forth in the Terms and Conditions of Your Account and the Premier Retail Service Fee Schedule.

You are solely responsible for the accuracy and completeness of External Transfer instructions provided to us. The Bank is not responsible for any errors in the External Transfer instructions or requests for cancellation or change to instructions provided by you to the Bank.

You agree that if an External Transfer request describes the receiver inconsistently by name and account number, payment of the External Transfer may be made on the basis of the account number even if it identifies a person different from the named receiver.

- h. **Account Reconciliation:** Inbound and outbound External Transfers will be reflected on the periodic statement issued to you by us. You agree to notify us promptly of any discrepancy between your records and the information reflected in your periodic statements. If you fail to notify us of any such discrepancy within the time period set forth in the Terms and Conditions of Your Account, you will be precluded from asserting the discrepancy against the Bank.

**19. People Pay:** OnLine Banking subscribers may use People Pay, an electronic person-to-person payment service that facilitates transfers between your account and another person or entity. Additionally, you may receive funds from a payment generated by another user of the payment service. In order to utilize People Pay, you must maintain an eligible funding account (“Account”) and enrollment in OnLine Banking. Eligible funding accounts include checking accounts that are linked and accessible via your OnLine Banking service. You can facilitate a transfer (“Payment”) to a person or entity (“Recipient”) utilizing their financial account information, PayPal® account, e-mail address or mobile telephone number.

- a. **Authorization:** You (the “Sender”) authorize the Bank to follow Payment instructions we receive from you through People Pay when you provide us with the names, e-mail addresses, mobile telephone numbers, or bank account information for Recipients to whom you wish to direct Payments. When we initiate processing of such Payments you have authorized through People Pay, you also authorize us to debit the Account for the amount of the Payment, plus any service fees in effect at the time the Payment instructions are received, and to remit funds to the Recipient as indicated in the Payment instructions.

The Bank is relying on information you provide when you enter Payment instructions. Any errors, including incorrect Recipient names, e-mail addresses, mobile telephone numbers, or bank account information, are your responsibility as the Sender, and the Bank does not confirm or verify the information that you enter prior to sending the Payment.

- b. **Payment Criteria and Limitations:** Payments made through People Pay are subject to the following criteria and limitations:

Payment Option	Recipient Information Needed	Transaction Limit	Daily Limit	Debit to Sender’s Account
Account-to-Account Transfer	Recipient’s bank routing/transit and account numbers	\$500	\$1000	Real-time, when Payment is authorized
PayPal	Recipient’s e-mail address or mobile telephone number	\$500	\$1000	Real-time, when Payment is authorized
Recipient Chooses	Recipient’s e-mail address or mobile telephone number	\$500	\$1000	Real-time, when Recipient claims Payment

Limits disclosed are standard limits. Limits that vary from standard may be available upon request and approval.

Payments cannot be processed internationally.

- c. **Payment Edits or Cancellation:** Account-to-Account and PayPal Payments begin processing immediately after you submit the Payment and cannot be edited or cancelled. For Recipient Chooses Payments, the Payment may be cancelled if the Recipient has not claimed the payment yet. Inquiries and requests to edit or cancel Payments should be directed to Customer Service at 1-877-367-8178.
- d. **Claimed Payments:** You will not receive a notification when a Payment has been claimed. However, Payment status can be confirmed by viewing the payment status and payment history within People Pay.
- e. **Expired Payments:** The following criteria apply to Payment expirations:

Payment Option	Expiration Period
Account-to-Account Transfer	Payment happens in real time and either succeeds or fails. No expiration.
PayPal	Payment happens in real time and either succeeds or fails. No expiration. If the Recipient does not have and does not open a PayPal account, the PayPal Payment must be permitted to expire, and PayPal will return the debited amount to your Account. This typically takes 30 calendar days.
Recipient Chooses	The Payment will expire in 10 calendar days if the Recipient does not claim it, at which point it will be re-credited to the Sender’s Account.

- f. **Rejection of Payments:** Payments to another person may not be completed for various reasons in our sole discretion. For example, if information provided for the Recipient is inaccurate or if identity verification is not completed, the Payment may be placed on hold or the amount of the Payment may be returned to your Account. Similarly, if you have insufficient funds in your Account or the Payment is otherwise prohibited by the terms of this Agreement, the Payment may not be completed. An e-mail alert will be sent notifying you of the error.
- g. **Insufficient Funds:** You will reimburse Premier Bank immediately upon demand for any Payment completed for which your Account does not contain sufficient funds. In addition, you will reimburse the Bank for any fees, including Non-Sufficient Fund (NSF) fees, resulting from the Payment. Please see your account fee schedule for the current NSF fee.

h. **Fees:** The Bank does not assess fees for use of People Pay but reserves the right to modify the terms of this Agreement and the applicable fees and service charges at any time, as described in Section 25 of this Agreement. You understand and acknowledge that the use of PayPal may result in a fee being applied to the Payment in PayPal. Such fees are governed by any agreements any disclosures provided by PayPal, and the Bank is not liable or responsible for such fees. Further, the Bank is not liable or responsible for any fees incurred by the Recipient or any third-party in the Payment.

**20. Termination:** Your OnLine Banking services will remain in effect until they are terminated by you or Premier Bank. You may cancel your services at any time by notifying us of your intent to cancel in writing, through OnLine Banking secure mail, or by calling Customer Service at 1-877-367-8178. This cancellation applies to your OnLine Banking services and does not terminate your Premier Bank accounts. We recommend that you cancel any scheduled transfers or payments prior to notifying us that you are discontinuing the service. Your cancellation of OnLine Banking services will also cancel your access to the Bill Payment, External Transfer, and People Pay services.

We may suspend or terminate your participation in any OnLine Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

**21. Limitation of Liability:** You acknowledge and agree that you are personally responsible for your conduct while using the OnLine Banking service and agree to indemnify and hold Premier Bank and its officers, directors, employees and agents 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 Banking service by anyone using your secure login profile or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

**22. Entire Agreement:** This Agreement is the complete and exclusive agreement between you and Premier Bank related to OnLine Banking and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts or any statement by our employees or agents, this Agreement shall control with respect to OnLine Banking services.

**23. Assignment:** You may not assign this Agreement to any other party. Premier Bank may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

**24. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws and principles.

**25. Changes to this Agreement:** Except as otherwise required by applicable law, we may add, remove, or otherwise modify any of the terms and conditions of this Agreement, its related services, and applicable fees and charges, at any time and without notice to you, and such changes will be effective immediately. This Agreement as revised will be posted within OnLine Banking, and we may send you written notice at your e-mail or postal address in our files. Your continued use of any Service covered by this Agreement after our sending any required notice, or posting such changes to this Agreement within OnLine Banking, will constitute your acceptance of, and agreement to be bound by, such changes to this Agreement. You agree that these procedures are acceptable to you to provide you with notice of changes to this Agreement. The revised Agreement will supersede the affected terms and conditions of this Agreement and shall apply to any activity or transaction previously or hereafter taken by you in connection with such Service, except new fees and charges shall apply prospectively only.