

Community Trust Bank, Inc.
Internet Banking User Terms and Conditions

"Community Trust Bank" refers to Community Trust Bank, Inc., the Bank at which you have your account.

Community Trust Bank hereby publishes the following terms and conditions for Users of the Internet Banking Services. Community Trust Bank reserves the right to modify these terms and conditions at any time, effective upon publication. User's use of the Internet Banking Services constitutes agreement to these terms and conditions and any modifications thereof.

1. User agrees that the following uses of the Internet Banking Services are strictly prohibited. User agrees to indemnify, hold harmless, and defend Community Trust Bank from and against any and all claims, actions, suits, judgments, and expenses (including court costs and reasonable fees of attorneys, accountants, and expert witnesses), at User's sole expense, arising from User's failure to abide by these restrictions on use of the Internet Banking Services.

(A) Unauthorized communication of any information concerning any password or other on-line access number, code, or identification or any other proprietary information belonging to any other person or entity;

(B) Unauthorized communication of any charge or credit-card information belonging to any other person or entity;

(C) Use of the Internet Banking Services for wire transfer of funds;

(D) Use of the Internet Banking Services to copy or to distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to the User permitting such activity. Copying or distribution or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.

(E) Communicating any obscene or defamatory information including but not limited to information on bulletin boards or in conjunction with conferences; or

(F) Use of the Internet Banking Services in violation of any telecommunication, postal, or other local laws or regulations of the User's country of origin or of the United States or in furtherance or in the commission of any crime or other unlawful or improper purpose.

2. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY** – Community Trust Bank makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the system or system services provided to you under this agreement. We do not and cannot warrant that the system will operate without errors, or that any or all system services will be available and operational at all times. Except as specifically provided in this agreement, or otherwise required by law, you agree that Community Trust Bank and its officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special, consequential, exemplary or punitive damages under or by reason of any services or products provided under this agreement or by reason of your use or of access to the system, including loss of profits, revenue, data or use by your or any third party, whether in an action in contract or tort based on a

warranty. Further, in no event shall the liability of Community Trust Bank and its affiliates exceed the amounts paid by you for the services provided to you through the system.

You acknowledge that from time to time, the Internet Banking Service may be delayed, interrupted or unavailable for an indeterminate period of time. Community Trust Bank, Inc. shall not be liable for any claim arising from or related to the Internet Banking Service arising from any such delay, interruption or unavailability.

Alerts

You may use the Internet Banking Service to request and receive from the Bank any of the alerts made available through this Service by making alert selections within the Internet Banking Application. The Bank may add new alerts or discontinue existing alerts at any time. According to your selections, we will send alerts to the email address or mobile number you provide to us in Internet Banking.

It is solely your responsibility to ensure that the email address and mobile number you provide to the Bank are current and accurate. If the email address or mobile number is not current and accurate, then you must update your email address or mobile number in Internet Banking before alerts can be delivered to the email address or mobile number again. You may choose to opt out of the alerts service at any time. However, if you choose to opt out and then decide later to opt back in to the alerts service, you must provide your email address or mobile number in Internet Banking before alerts can be delivered to the email address or mobile number again. Your failure to maintain current and accurate contact information with the Bank will prevent delivery of alerts through this Service, for which the Bank expressly disclaims any and all liability.

Your receipt of any alert may be delayed or prevented by your internet service provider, telecommunications provider, or other third parties. The Bank does not guarantee either the delivery or the accuracy of the contents of any alert. The Bank will not be liable for damages of any kind arising from non-delivery or delayed delivery of an alert, the location to which an alert is delivered, inaccurate content in an alert, or your use of or reliance on the contents of any alert for any purposes. Because the balance of accounts is subject to change at any time, the information provided in any alert may become quickly outdated. Alerts are not encrypted. You acknowledge that, although the Bank may show less than the full account number for any of your accounts in an alert, the alert may include personal information about your accounts. Depending on where you instruct the Bank to send your alerts, anyone with access to your email or eligible Mobile Device may be able to view the contents of these alerts.

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Community Trust Bank, Inc. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services.

Any cause of action concerning the Internet Banking Services under this Agreement must be commenced within one year after such cause of action has occurred.

3. SERVICE INTERRUPTIONS, VIRUSES, AND THE INTERNET – Our site may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in Internet or telephone service, or electrical outages. We will make all reasonable efforts to ensure the

availability of our site. However, we are in no way liable for the unavailability of all or any portions of the site.

It is possible to contract a computer virus by using the Internet or materials downloaded from it. We and our site host make every attempt to keep our site virus-free, but we cannot assure you that the site and any software or other information downloaded from it will be virus-free. We are not responsible for any electronic virus or viruses that you may encounter, including, without limitation, any computer virus related problems that may be associated with the use of our site.

Data transferred via our site is encrypted in an effort to provide transmission security. Notwithstanding our efforts to ensure that our site is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including e-mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing our site or e-mail transmitted to or by us will not be monitored or read by others.

4. User further agrees:

(A) Transmission of confidential business and sensitive personal information is at Customer's sole risk;

(B) Community Trust Bank reserves the right to monitor and review transmissions on-line and in storage, and to remove or reject any material which Community Trust Bank, as its sole discretion, believes may be unlawful or objectionable, without prior notice to User.

(C) If the Internet Banking with Bill Payment Services are not used for a period 180 days, the Services will be deleted and the user would need to re-enroll for the services. Internet Banking only user's access will also be deleted after 180 days of inactivity.

(D) Community Trust Bank assumes no responsibility on loan accounts to determine if the amount requested is sufficient to satisfy any minimum payment or other amount due. It is the responsibility of the user to determine what amount is due and ensure sufficient funds are available and the payment is made timely.

(E) Community Trust Bank account to account transfers must be submitted before 9:00 pm CT/10:00 pm ET in order for funds to be processed on the current business day. Transfers made on or after 9:00 pm CT/10:00 pm ET when an account has a negative balance may result in an overdraft fee(s).

The business days of Community Trust Bank are Monday through Friday, except Federal Holidays.

(F) Transfers that are scheduled to occur on the same day a preauthorized credit is due to post may not take place if the preauthorized credit posts late (i.e., You have a preauthorized credit that posts on the first day of each month and you also have a transfer scheduled on the first day of each month. If the preauthorized credit is delayed and does not post on the first day of the month, the scheduled transfer may not occur.)

The following terms and conditions apply only to Users of Internet Banking Bill Payment Services via the Internet. User's use of Bill Payment Services constitutes agreement to these terms and conditions and any modifications thereof.

1. User agrees to accurately follow product use instructions provided in the on-line tutorial.

2. User agrees to schedule bill payments (payment transaction date) at least five business days before the due date, not including any grace period.
3. User agrees to provide correct payee name, address, account information and payment amount.
4. User agrees to maintain sufficient funds in funding account on the transaction date requested.
5. User agrees to notify Community Trust Bank or its authorized agent no later than 60 days after User receives the first statement on which User believes a problem or error occurred.
6. Community Trust Bank or its authorized agent will use all reasonable efforts to resolve an issue within 10 business days. If Community Trust Bank or its authorized agent needs more time, they will credit the User's account within 10 business days for the amount the User believes is in error. User acknowledges that Community Trust Bank or its authorized agent may require up to 45 days to investigate a complaint or question. If we determine there was no error, we will send a written explanation within 3 business days after the investigation is finished. If an issue is reported orally, the User is also required to send the complaint or question in writing within 10 business days to **Community Trust Bank, ATTN: Online Services, Mail Code 82105, P.O. Box 2947, Pikeville, KY 41502-2947**. If we do not receive it within 10 business days, we may not credit the account.
7. This service may not be used to transmit alimony, child support or other court-directed payments or tax payments. Any user of this Service shall comply with all applicable laws and regulations including the laws and regulations administered by the U.S. Treasury Office of Foreign Assets Control (OFAC).

The following terms and conditions apply only to those who have chosen to receive electronic statements for specific deposit accounts. When I request online statements through the link "Add Online Statements" I have consented to receive electronic statements and disclosures. By consenting to receive electronic statements and disclosures I agree:

1. Consent to receive electronic statements is continuous until the authorization is revoked. This consent applies to a specific account and is not applicable to any other accounts unless consent is also given for that account. To revoke authorization to receive electronic statements, please go to the customer service tab within internet banking and click on the link for "Change Statement Delivery Method." If you need assistance please call Online Services at 866-899-3181.
2. A paper copy of any statement or transaction may be obtained by printing from internet banking or by visiting any branch location. The normal per item copy charge for documents and/or statements will apply for copies obtained at a branch.
3. In order to receive electronic statements, you must have access to a computer with internet access and an internet browser.
4. In order to change your address used to contact you electronically (e-mail address), please update your email address in internet banking, or you may call the number listed above or visit any branch location.
5. I agree to receive any disclosures provided with account statements in electronic format.