

# CentralNET Consumer & Small Business Terms and Conditions

## Terms and Conditions

Revised May 2020

The Bank will make available an online banking system, known as CentralNET, which will enable the User to gain direct computer access to account balance and other information regarding the User's accounts at the Bank and to initiate internal transfers of funds between those accounts, and to enter into further agreements to initiate transfers to or from external accounts and for other banking services. The CentralNET Small Business Authorization Agreement (the "Authorization Agreement") or your consumer online enrollment sets forth the specific User accounts owned by the User (the "Accounts") which may be accessed by the User under the terms and conditions set forth herein and in the Authorization Agreement. Unless otherwise defined herein, capitalized terms used in these Terms and Conditions will have the meanings given them in Section 1 below. These Terms and Conditions supplement the Deposit Account Agreement governing your Account(s), as well as the disclosures we provided you when you opened your account and our Privacy Policy (collectively, the "Deposit Account Agreement"). In the event of a conflict between these Terms and Conditions and the Deposit Account Agreement, these Terms and Conditions will control.

## General Provisions

My submission of the online enrollment or Authorization Agreement is subject to verification by the Bank, and signifies that I agree to these Terms and Conditions, as they may be amended from time to time as provided for herein.

All instructions delivered via CentralNET access will be deemed to be my written authorization to change, charge or credit my designated accounts for the transaction indicated in such instructions, and any such transactions are subject to these Terms and Conditions governing CentralNET and any other terms and conditions governing any additional services utilized in connection with such transaction. My use of CentralNET and other services constitutes my agreement to these CentralNET Terms and Conditions and any modifications thereof.

I hereby agree to these Terms and Conditions and agree to comply with all requirements herein until I terminate the services in writing. I also acknowledge receipt of the Bank's Electronic Fund Transfer Disclosures and Agreement which apply to Consumer accounts only. I also acknowledge that by entering my email address I am agreeing to the delivery of information or promotions of Central Bank & Trust Co. affiliates via my Internet service provider (ISP) e-mail address.

You must have the ability to print or download these Terms and Conditions. You should print and/or save a copy of these Terms and Conditions for your records. Future updates will be sent electronically as further described in Section 23 below. Prior to enrolling for CentralNET Services and accepting these Terms and Conditions, you should confirm that you have the necessary hardware and software to access CentralNET Services and to retain a copy of these Terms and Conditions.

1. **Meaning of some words.** In this document:

- a. "Access Credentials" means those data security credentials such as login ID, password, and other means of identification and authentication that are created or furnished to you and that permit you to access Central**NET** Services;
- b. "Administrator" means the individual who initially enrolls on behalf of a Business customer. The Administrator is an individual who is either an authorized signer on an Eligible Business customer account or has been given access authority by an authorized signer. The Administrator is considered to have full authority to act on behalf of the Business customer;
- c. "Bank", "we", "us", "our" and "ours" mean Central Bank & Trust Co. as indicated on your Authorization Agreement or online enrollment;
- d. "Business Customer" means anyone other than a Consumer who owns or holds an Eligible account at the Bank that is used primarily for purpose other than Consumer purposes;
- e. "Business Day" means Monday through Friday, excluding Federal Reserve holidays or other days when the Bank is legally closed;
- f. "Central**NET**" means the Central**NET** Consumer and/or Central**NET** Small Business online banking services;
- g. "Consumer" means a natural person who owns or holds an Eligible account at the Bank that is used primarily for personal, family or household purposes;
- h. "Email" means any electronic message sent through the Internet;
- i. "Eligible account" means accounts eligible for access through Central**NET** Services. You may request online access to any account that you own at the Bank or to any account at the Bank upon which you are an authorized signer. If you desire features of Central**NET** Services or any related services that allow you to initiate bill payments, transfers, ACH transactions, or otherwise remove funds from an Eligible Account, you must have the required withdrawal authority over the relevant Eligible Account(s). Only checking accounts may be eligible for bill payment privileges. We may make additional accounts available for bill payment services from time-to-time as allowed by law or our bill payment Service Provider;
- j. "I", "me", "my", "user", "you" and "your" refer to the person(s) who has submitted an online enrollment for Central**NET** Consumer access, or to a "qualifying small business entity" who has agreed to a Central**NET** Small Business Authorization Agreement as part of its enrollment process;
- k. "Services" means Central**NET** Services online banking services and the other features of online banking currently or hereafter offered by the Bank, including but not limited to external transfer, bill payment, mobile banking & remote deposit capture, Zelle<sup>®</sup>, My Financial Snapshot, Alerts and extended authentication;
- l. "Service Provider" includes any agent, licensor, independent contractor or subcontractor that the Bank may involve in the provision of Central**NET** Services;
- m. "Your access credentials " means identifying information and passwords assigned to or chosen by you or any authorized individual acting on your behalf, such as login ID, password, and other means of identification and authentication that permit you to access Central**NET** Services;
- n. "Your internal deposit accounts" means all deposit accounts maintained with us that are designated in your registration and are approved by us as deposit accounts accessible through Central**NET**;
- o. "Your internal loan accounts" means your Consumer line of credit accounts and all other loan accounts maintained with us that are designated in your registration and are approved by us as loan accounts accessible through Central**NET** ;

- p. "Your registration" means your registration with us to use Central**NET**, as originally made via online enrollment or the Authorization Agreement, and as revised from time to time through instructions received via Central**NET**, in writing or in any other manner;

## 2. Warranties and Limitation on Liability

a. The installation, maintenance, operation and use of the computer, related equipment (for example, modem, telephone or other telecommunications equipment) and software you use for Central**NET** Services are your responsibility. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR TO THE EXTENT APPLICABLE LAW REQUIRES A DIFFERENT STANDARD, WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS, INJURY OR DAMAGE (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE) IN ANY WAY ARISING OUT OF (A) ANY ERROR IN THE INSTALLATION, MAINTENANCE, OPERATION OR USE, OR ANY CONFIGURATION PROBLEM OR INCOMPATIBILITY, OF THE COMPUTER, RELATED EQUIPMENT OR SOFTWARE, (B) ANY FAILURE OR MALFUNCTION OF THE COMPUTER, RELATED EQUIPMENT OR SOFTWARE, (C) ANY FAILURE OR MALFUNCTION OF, OR ANY COMPROMISE OF DATA SENT USING, ANY TELEPHONE, INTERNET ACCESS OR OTHER SERVICE YOU USE TO CONNECT TO Central**NET** SERVICES, (D) ANY VIRUS OR SIMILAR PROBLEM RESULTING FROM THE USE OF Central**NET** SERVICES OR (E) ANY FEATURE OR FUNCTION OF ANY OF THE SOFTWARE THAT IS NOT INVOLVED WITH Central**NET** SERVICES (FOR EXAMPLE, BUDGETING).

b. THE BANK AND ITS SERVICE PROVIDERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO Central**NET** SERVICES Central**NET** SERVICES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE AND NEITHER THE BANK NOR ITS SERVICE PROVIDERS NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF Central**NET** SERVICES ASSUME ANY RESPONSIBILITIES WITH RESPECT TO YOUR USE THEREOF. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE BANK OR ITS SERVICE PROVIDERS OR ANY OF THEIR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. IN NO EVENT WILL THE BANK OR ITS SERVICE PROVIDERS BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH YOU MAY INCUR IN CONNECTION WITH Central**NET** SERVICES OR THE INTERNET GENERALLY, OR YOUR USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON CENTRAL**NET** SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE BANK AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. IN NO EVENT SHALL THE BANK'S AND/OR ANY OF ITS SERVICE PROVIDERS' LIABILITY FOR DAMAGES, REGARDLESS OF CAUSE OR FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE (INCLUDING NEGLIGENCE, DEFAMATION, AND/OR PRIVACY ACTIONS), EXCEED THE GREATER OF (1) Central**NET** SERVICES INCURRED BY YOU FOR THE MONTH DURING WHICH THE CAUSE OF ACTION OCCURRED, OR (2) ONE HUNDRED U.S. DOLLARS (U.S. \$100). THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. YOU UNDERSTAND THAT IF YOU BECOME DISSATISFIED WITH CENTRAL**NET** SERVICES, YOUR SOLE AND EXCLUSIVE REMEDY WILL BE TO DISCONTINUE THE SERVICES. THE FOREGOING

CONSTITUTES THE SOLE AND EXCLUSIVE LIABILITY OF THE BANK AND/OR ANY OF ITS SERVICE PROVIDERS TO YOU WITH RESPECT TO YOUR USE OF THE CENTRAL**NET** SERVICES.

**3. Your Access Credentials.** Your Access Credentials for Central**NET** are provided solely for your individual personal use and protection. You agree to: 1) follow the current terms and conditions governing use of Central**NET**; 2) keep your Access Credentials safe and not permit anyone else to use them; 3) not record or make the Access Credentials for Central**NET** available to anyone else; 4) avoid using any personal identification number for any card that is tied to any of your deposit accounts as any of your confidential access credentials ; and 5) immediately report to the Bank any loss, theft, known or suspected unauthorized use or disclosure of your Access Credentials. For reasons of security, the Bank can cancel the effectiveness of any of your Access Credentials at any time without giving you or any authorized individual acting on your behalf in connection with Central**NET** any notice that the cancellation is going to occur.

**4. Your responsibility for transactions.** You will be responsible for each transaction directed by any order that is given through Central**NET** by you, any authorized individual acting on your behalf or anyone else that you have allowed to have your Access Credentials in connection with Central**NET** Services.

**5. Central**NET** Features.** Subject to the provisions of these Terms and Conditions and as designated in your online enrollment process or Authorization Agreement, Central**NET** can be used for the following activities:

- a. Account inquiries for balances, rates, etc.;
  - b. Copies of periodic statements;
  - c. An order to us to make a non-recurring or recurring transfer of funds from any of your internal deposit accounts to any other of your internal deposit accounts, or any of your loan accounts, as long as your online enrollment process or Authorization Agreement registration properly designates the account(s) from which and to which transfers may be made;
  - d. Transfers to accounts at other financial institutions (external transfers)\*;
  - e. Secure emails through the Central**NET** secure messaging system;
  - f. Online check reorders;
  - g. An order to us to stop, or to renew any order to stop, the payment of a check written on any of your internal deposit accounts that are accessible by check. Any order to stop, or to renew any order to stop, the payment of a check given to us through Central**NET** will be subject to our general rules concerning stop payment orders, or to renew an order to stop, the payment of a check set forth in the Deposit Account Agreement;
  - h. Bill payment to third parties with whom you have an account relationship\*;
  - i. Account inquiries, deposits, and transfers using our mobile banking services (Central**MOBILE**)\*;
  - j. Remote deposit capture services using our mobile banking services\*; and
  - k. Person to person payments (Zelle)\*.
- l. Profile Alerts, Transactional Alerts and other Alerts

\*A separate enrollment process is required for use of these Services and their use is subject to the terms and conditions for these Services which can be accessed from [www.centralbank.com/ebanking](http://www.centralbank.com/ebanking).

6. **Alerts.** Your enrollment in **CentralNET and/or CentralMOBILE** (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your **Central Bank & Trust Co.** account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. **Central Bank & Trust Co.** reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your **CentralNET** message inbox. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text "**STOP**" to **41952** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **CentralNET**. For help with SMS text alerts, text "HELP" to **41952**. In case of questions please contact Client Services at **800-637-6884**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** **Central Bank & Trust Co.** provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside **Central Bank**'s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **Central Bank & Trust Co.**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

**7. Limitations and other rules applicable to CentralNET Funds Transfers.** The following limitations and other rules apply to transfers of funds through **CentralNET**:

- a. Transfer of funds ordered through **CentralNET** may be refused if there are restrictions on your right to withdraw funds from the account from which the transfer is to be made;
- b. Any transfer of funds ordered through **CentralNET** will be subject to the funds being available for withdrawal in the account from which the transfer is to be made;
- c. When any order to us to make a transfer of funds given through **CentralNET** exceeds the amount of money available for withdrawal from the account, we can either (i) make the transfer, in which case you will be liable for the excess, or (ii) refuse to make the transfer. In either case, you will be liable for any fee applicable to the withdrawal or attempted withdrawal when funds are not available;

d. For reasons of security, we can, at any time and without prior notice, refuse to honor any order to us to make a transfer of funds given through Central**NET**;

e. We can, at any time and without prior notice, refuse to honor any order for a transfer of funds through Central**NET** if the order reasonably appears to be fraudulent or erroneous;

f. If an order to make a transfer of funds or payment through Central**NET** contains an inconsistency between the name and account number or other identifying numbers of an account, payee, financial institution or other party, we may treat the number you provide as controlling and rely on it in processing the order;

g. When an order for a transfer of funds from a Consumer Internal loan account given through Central**NET** is to be charged against the account, if the amount of the transfer exceeds the amount of credit available under the account, the system will refuse to make the transfer.

**8. Limitations and other rules applicable to Central**NET** Consumer Funds Transfers.** The following limitations and other rules apply to transfers of funds through Central**NET** Consumer:

a. For internal deposit accounts that are savings or money market deposit accounts, there can be no more than six transfers of funds during any monthly period from the account(s) that are (i) a transfer of funds to any other of your internal deposit accounts ordered through Central**NET** Consumer, (ii) any other computer transfer of funds to any other accounts or to a third party, (iii) a preauthorized, automatic or telephonic transfer of funds to any other account or to a third party, (iv) a transfer of funds to a third party via electronic banking card (for example, a transfer of funds to pay the purchase price of goods and services) or (v) a transfer of funds via check, draft or any other order payable to a third party;

b. For a series of recurring transfers to be ordered through Central**NET**, the transfers must be equal in amount with frequency of weekly, every two weeks, twice a month, every four weeks, monthly, every two months, quarterly, every six months, or annually at regular intervals.

c. Except as described in Section 5(g), no order to us to make an immediate transfer of funds given through Central**NET** can be canceled after we have received it.

**9. Limitations and other rules applicable to Central**NET** Bill Payment transactions.**

The payee of any payment ordered through Central**NET** Bill Payment must be located in the United States and must not be designated as an entity with whom the Bank is prohibited from dealing.

**10. Processing and charging of Central**NET** orders.** If an order to transfer funds to your internal deposit account is given through Central**NET** and is received by us on any of our Business Days by 10:00 p.m. Eastern Time, the order may be processed and charged against the account from which the transfer is to be made that day. If the order is received by us on any of our business days after 10:00 p.m. eastern time, it may be processed and charged against the account from which the transfer is to be made our next Business Day. If the order is received by us on any of our non-Business Days it will be processed and charged against the account from which the transfer is to be made on our next Business Day.

**11. Authorization and appointment of agent.** You authorize us and appoint us as your agent to take, on your behalf, any action we believe necessary or appropriate to implement any funds transfer through Central**NET** or to correct any error in crediting or charging any account in connection with any order through Central**NET**. For example, you authorize us and appoint us as your agent to, on your behalf:

a. Withdraw money from any of your internal deposit accounts and deposit the money in any other of your internal deposit accounts in order to implement any order to us to transfer funds from the first account to the other account given through Central**NET**;

b. Withdraw money from any of your internal deposit accounts and use the money to make any payment to any of your internal loan accounts in order to implement any order to us to transfer funds from the internal deposit account to the internal loan account given through Central**NET**;

c. Obtain an advance from your Central Bank Consumer internal loan account and deposit the proceeds into your internal deposit account.

Our completion of your authorization to transfer funds from any of your internal deposit accounts or to advance funds from your Central Bank Consumer internal loan accounts pursuant to the authorization given and your appointment of the Bank as your agent above or in the Authorization Agreement will be as effective as though you had signed a check, withdrawal form or other document to make the transfer or to obtain the advance.

**12. Fees.** You must pay us each fee that we impose for the use of Central**NET** or any feature of Central**NET**. You authorize us to charge the fee against the account designated during the transaction if funds are unavailable in that account to charge any of your internal deposit accounts now or in the future. We can at any time establish a new fee or change an existing fee applicable to the use of Central**NET** or any feature of Central**NET**. If we establish a new fee or increase an existing fee applicable to the use of Central**NET** or any feature of Central**NET**, we will send or deliver to you any notice of the establishment of the new fee or increase in the existing fee that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the establishment of the new fee or increase in the existing fee to you, we will either send or deliver a notice of it to you or post a notice of it on [www.centralbank.com](http://www.centralbank.com).

**13. Security Procedures.** We have established operating rules and security procedures for you to initiate and receive funds transfers to or from your account(s). You are responsible for the accuracy of the initial request of the transfer through Central**NET**. You are required to follow the security procedures which have been provided to you in your use of the Central**NET** Services as more fully described in Section 3 above.

**14. Indemnification.** You indemnify us against each liability, cost and expense (for example, if we hire an attorney for advice, litigation or any other purpose, reasonable attorneys' fees and disbursements) imposed on, incurred by or asserted against us as a direct or indirect result of accepting or following any order you give us through Central**NET**.

**15. Our liability for failure to complete transactions.** Our liability for damages you suffer as a result of our failure to make, on time and in the correct amount, any transfer of funds ordered by a timely and properly initiated order to us to make the transfer given through Central**NET** will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds to or from the account, but in no event will we be liable to you for any damages (for example, consequential or punitive damages) in addition to actual damages.

Whether the order is timely will be determined under Section 9. The order will not be properly initiated unless: (i) The device, related equipment and software you use for Central**NET**, Internet access and other services you use to connect to Central**NET** are properly functioning; (ii) the instructions on how to give the order to us are properly followed; (iii) the order is described in Section 5 and is correct and complete and (iv) the transfer is not subject to any limitation referred to in Section 6.

Without limiting the first sentence of this section, in no event will we be liable to you if any of the following things happen with respect to an order for a funds transfer or other transaction properly initiated by you: (i) we do not receive the order; (ii) before the order is to be charged against the account from which the transfer is to be made, your right to use Central**NET** or the features of Central**NET** involved in the transfer are cancelled; (iii) when the order is processed or is to be charged against the account from which the transfer is to be made, we in good faith believe that the order was given without your authorization (for example, because any of your access credentials have been reported lost or stolen) or are fraudulent; (iv) the order is to make a transfer and, before the order is to be charged against the account from which the transfer is to be made, either that account or the account to which the transfer is to be made is closed; (v) the account from which the transfer is to be made is a deposit account and through no fault of ours, when the order is processed or is to be charged against the account, the amount of the transfer exceeds the amount of money available for withdrawal from the account; (vi) when the order is processed or is to be charged against the account from which the transfer is to be made, money in the account is subject to any hold, dispute, restriction or legal process (for example, a tax levy, a subpoena or an order providing for restraint, attachment, garnishment or execution) restricting its removal from the account or is the subject of a legal proceeding; (vii) when the order is given, the feature of Central**NET** involved in the transfer is unavailable because maintenance work is being performed on Central**NET**; (viii) we are prevented from making the transfer by a technical malfunction and when the order is given, the individual giving it knows that Central**NET** is not functioning properly; (ix) an occurrence beyond our control that we are unable to prevent by the exercise of reasonable diligence (for example, a fire, flood, failure or malfunction of equipment or delay or loss of mail by the postal service) prevents us from properly making the transfer; (x) our failure to make the transfer is justified by any provision of these terms and conditions, by any provision of the Deposit Agreement between you and us concerning any of your deposit accounts, the agreement governing any of your loan accounts, or transfers of funds to or from any of your deposit accounts, any of your loan accounts, or by applicable law; and (xi) the order is to make a transfer from a loan account to a deposit account and through no fault of ours, when the order is processed or is to be charged against the loan account, the amount of the transfer exceeds the amount of credit available under the loan account.

**16. Our liability for failure to comply with stop payment order.** The stop payment order must be given in time for us to take appropriate action. One Business Day is generally sufficient for us to make the necessary bookkeeping entry. Our liability for damages you suffer as a result of our failure to comply with any order to stop any transfer of funds or payment ordered through Central**NET** that you have a right to stop under applicable law will be determined by applicable law and any agreement between you and us concerning the account from which the transfer or payment is to be made, but in no event will we be liable to you for any damages (for example, consequential or punitive damages) in addition to actual damages.

**17. The Following are Provisions Applicable Only to Consumer Deposit Accounts.**

A) Notice of loss, theft, unauthorized use or error. If you believe, or any individual acting on your behalf in connection with Central**NET** believes, that any of your Access Credentials have been lost or stolen, that any transaction involving any of your deposit accounts, or any of your loan accounts may have been or may be made without your authorization or that we may have made an error with respect to any of your deposit accounts, or any of your loan accounts, you or that individual must contact us immediately. You or that individual should contact us as follows:

Telephone:  
800-637-6884 (during regular business hours) or Email us at: [centralnet@centralbank.com](mailto:centralnet@centralbank.com)

Or write to:

Central Bank  
Attention: Central**NET** Client Services  
PO Box 1360  
Lexington, Kentucky 40588-1360

For more information on your rights and obligations concerning unauthorized or erroneous Transactions, please refer to our Electronic Funds Transfer Disclosure Statement and Agreement which was provided to you at account opening and which can be located here:

<https://www.centralbank.com/customer-service/terms-conditions/ebanking-terms-conditions/>

B. Liability for unauthorized use. Your liability for any loss of money taken from any of your internal deposit accounts, or any of your internal loan accounts in any transaction or series of transactions ordered through Central**NET** by an order or orders to us initiated by the use of any of your access credentials will be determined by applicable law and any agreement between you and us concerning the account or transfers of funds from the account, but:

1. In no event will we be liable to you for any loss of money taken from the internal deposit or loan account in any transaction or series of transactions ordered through Central**NET** by an order or orders to us initiated by the use of any of your access credentials by anyone else that you allow knowledge of or access to any of your Access Credentials or any individual acting on your behalf in connection with Central**NET**;

2. In no event will we be liable to you for any loss of money taken from the internal deposit or loan account in any transaction or series of transactions ordered through Central**NET** by an order or orders to us initiated by the use of any of your access credentials unless we fail to exercise ordinary care in processing the transaction or transactions;

3. In the case of any loss of money taken from the internal deposit or loan account in any transaction or series of transactions ordered through Central**NET** by an order or orders to us initiated by the use of any of your Access Credentials, our liability will be limited to the amount of the transaction or transactions less any amount that, even with our exercise of ordinary care, would have been lost.

**18. Provisions Applicable Only to Business Customers.** The following terms and conditions apply to Business Customers and control the use of Central**NET** Services by a Business Customer.

**(A) Protecting Your Account(s)**

Central**NET** will allow Business Customers to establish Access Credentials. BUSINESS CUSTOMER(S) WILL BE SOLELY RESPONSIBLE THE APPOINTMENT OF AN ADMINISTRATOR BY PROVIDING THE BANK WITH AUTHORIZING DOCUMENTATION ACCEPTABLE TO THE BANK.

**(B) Business Customer Liability**

BUSINESS CUSTOMER REPRESENTS AND WARRANTS THAT ITS ADMINISTRATOR HAS THE ALL AUTHORITY NECESSARY TO INITIATE TRANSACTIONS THROUGH CENTRAL**NET** AND TO OTHERWISE CONDUCT ONLINE BANKING BUSINESS. UPON REQUEST, BUSINESS CUSTOMER SHALL PROVIDE BANK WITH EVIDENCE SATISFACTORY TO US OF THE BUSINESS CUSTOMER'S AUTHORITY TO EXECUTE AND PERFORM ITS OBLIGATIONS HEREUNDER WHICH SHALL CONSIST OF BUSINESS CUSTOMER'S AUTHORIZING RESOLUTIONS AND INCUMBENCY CERTIFICATE CERTIFIED BY ITS CORPORATE SECRETARY OR SIMILAR OFFICER, AND SUCH

OTHER DOCUMENTS AS THE BANK MAY REASONABLY REQUIRE. THE BANK IS ENTITLED TO RELY UPON SUCH EVIDENCE AND UPON AMENDMENTS THERETO EXECUTED BY AN AUTHORIZED PERSON. BUSINESS CUSTOMER ALSO REPRESENTS AND WARRANTS THAT IT MAINTAINS OR REQUIRES CURRENT AND UPDATED ANTI-VIRUS SOFTWARE ON ALL COMPUTERS USED TO ACCESS CENTRAL**NET** SERVICES BY IT OR ON ITS BEHALF.

Business Customer further represents and warrants, as of the date of these Terms and Conditions, and the date of any transaction entered into by use of the Services that: (i) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) it has all the requisite power and authority to execute and deliver these Terms and Conditions or other documentation relating to these Terms and Conditions, and to perform its obligations under these Terms and Conditions; (iii) these Terms and Conditions have been duly authorized by its governing body and have been executed by it and constitutes its legal, valid and binding obligation; (iv) such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any statutory or contractual restriction binding on or affecting it or any of its assets; (v) these Terms and Conditions are, and its obligations with respect to any of the Services hereafter obtained or entered into will be, binding upon and enforceable against it in accordance with their terms (subject to applicable principles of equity and bankruptcy and insolvency laws); (vi) any consents or authorization of, or filing and registration with, any governmental authority required under applicable law or regulations for Business Customer to make and perform these Terms and Conditions have been obtained and are in full force and effect; and (vii) there are no actions, proceedings or claims pending or, to the best of its knowledge, threatened, the adverse determination of which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under, or affect the validity or enforceability of, these Terms and Conditions or any transaction contemplated hereby.

BUSINESS CUSTOMER AUTHORIZES BANK AND ITS SERVICE PROVIDERS TO ACT UPON, AND AGREES TO BE BOUND BY, ANY TRANSACTION, WHETHER OR NOT AUTHORIZED, THAT IS INITIATED WITH AN ACCESS CREDENTIAL OF ANY ADMINISTRATOR.

FURTHERMORE, ANY INSTRUCTIONS, DIRECTIONS, OR OTHER INFORMATION PROVIDED BY THE BUSINESS CUSTOMER, WILL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BUSINESS CUSTOMER. BANK AND ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE FOR VERIFYING THE IDENTITY OR AUTHENTICITY OF ANY PERSON CLAIMING TO BE AN ADMINISTRATOR OF THE BUSINESS CUSTOMER.

BUSINESS CUSTOMER ASSUMES ANY AND ALL LIABILITY ARISING FROM THE USE OR MISUSE OF THE CENTRAL**NET** SERVICE OR COMPANY ACCOUNTS BY ITS ADMINISTRATOR OR AS A RESULT OF A COMPROMISED DEVICE OR DUE TO A BREACH OF ANY OF THE FOREGOING WARRANTIES. BUSINESS CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS BANK AND ITS SERVICE PROVIDERS FOR ANY LIABILITY AND DAMAGES RESULTING FROM OR ACTING UPON ANY TRANSACTION, DIRECTION, INSTRUCTION, OR INFORMATION THAT IS INITIATED WITH AN ACCESS CREDENTIAL OF BUSINESS CUSTOMER'S ADMINISTRATOR REGARDLESS OF WHETHER SUCH TRANSACTION, DIRECTION OR INSTRUCTION IS MADE BY AN ADMINISTRATOR.

BUSINESS CUSTOMER AGREES THAT WE MAY SEND NOTICES AND OTHER COMMUNICATIONS, INCLUDING EMAILS, TO THE CURRENT ADDRESS SHOWN IN OUR RECORDS, WHETHER OR NOT THAT ADDRESS INCLUDES A DESIGNATION FOR DELIVERY TO THE ATTENTION OF ANY

PARTICULAR INDIVIDUAL. YOU FURTHER AGREE THAT BANK AND/OR ITS SERVICE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU IN ANY WAY IF INFORMATION IS INTERCEPTED BY AN UNAUTHORIZED PERSON, EITHER IN TRANSIT OR AT YOUR PLACE OF BUSINESS. IN ADDITION, YOU AGREE TO:

- REQUIRE THE ADMINISTRATOR TO KEEP ACCESS CREDENTIALS SECURE AND STRICTLY CONFIDENTIAL;
- IMMEDIATELY NOTIFY US AND SELECT NEW ACCESS CREDENTIALS IF YOU OR YOUR ADMINISTRATOR BELIEVES THEIR ACCESS CREDENTIALS MAY HAVE BECOME KNOWN TO AN UNAUTHORIZED PERSON.

WE MAY DISABLE ACCESS CREDENTIALS EVEN WITHOUT RECEIVING SUCH NOTICE FROM YOU, IF WE SUSPECT ACCESS CREDENTIALS ARE BEING USED IN AN UNAUTHORIZED OR FRAUDULENT MANNER.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENTATION OF ALL COMMERCIALY REASONABLE SECURITY PROCEDURES TO PROTECT THEIR DEVICES USED TO ACCESS THE CENTRAL**NET** SERVICE. BANK AND ITS SERVICE PROVIDERS SHALL HAVE NO OBLIGATION, LIABILITY OR CONTROL, EITHER DIRECTLY OR INDIRECTLY CONCERNING THE BUSINESS CUSTOMERS' SELECTION OF SECURITY SYSTEMS OR DEVICES USED TO PROTECT ITS COMPUTER SYSTEM(S). FURTHERMORE, NEITHER BANK NOR ITS SERVICE PROVIDERS SHALL HAVE CONTROL OVER BUSINESS CUSTOMERS' DEVELOPMENT OR IMPLEMENTATION OF SAID SECURITY PROCEDURES OR THE FAILURE OF BUSINESS CUSTOMER TO MAINTAIN SAID PROCEDURES.

BUSINESS CUSTOMERS SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL LOSSES AND DAMAGES ARISING FROM ANY AUTHORIZED OR UNAUTHORIZED ACCESS TO THE INTERNET BANKING SERVICE USING A VALID ACCESS CREDENTIAL.

**(C) Commercially Reasonable Security Procedures**

WHEN YOU ACCEPT THIS AGREEMENT AND USE THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE INCLUDES SECURITY MEASURES WHICH ARE COMMERCIALY REASONABLE. THE SECURITY PROCEDURES ARE DESCRIBED IN SECTION 20.

SPECIFICALLY, YOU AGREE TO BE BOUND BY OUR SECURITY PROCEDURES AND INSTRUCTIONS, WHICH MAY BE PERIODICALLY UPDATED. YOU AGREE TO REVIEW AND IMPLEMENT ALL SECURITY PROCEDURES AVAILABLE IN CONNECTION WITH THE CENTRAL**NET** SERVICE, INCLUDING PROCEDURES TO PROTECT THE CONFIDENTIALITY OF YOUR ACCESS CREDENTIALS AND THE SAME FOR YOUR ADMINISTRATOR. YOU AGREE TO NOTIFY BANK IN THE EVENT THAT YOUR USE OF THE CENTRAL**NET** SERVICES WOULD NECESSITATE OR BE BETTER SERVED BY A LEVEL OF SECURITY THAT EXCEEDS THAT OFFERED BY THE CENTRAL**NET** SERVICES. IF YOU FAIL TO NOTIFY BANK, YOU ACKNOWLEDGE AND AGREE THAT THE SECURITY ASPECTS OF THE CENTRAL**NET** SERVICES ARE APPROPRIATE FOR YOUR NEEDS AND WILL PROVIDE YOU WITH A COMMERCIALY REASONABLE DEGREE OF SECURITY AGAINST UNAUTHORIZED USE.

**(D) Errors and Questions**

In case of errors or questions about your transactions, you should as soon as possible notify us through one of the following methods: Telephone us at: 1-800-637-6884 during regular business hours; or

Write us at:

Attention: Central**NET** Client Services  
P.O. Box 1360  
Lexington, Kentucky 40588-1360

**(E) Liability for Unauthorized Transfers**

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

The Bank and its Service Providers shall have no liability to you for any unauthorized transactions made using your Access Credential that occurs before you have notified us of any possible unauthorized use and we have had a reasonable opportunity to act upon that notice.

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

**(F) Limitation of Bank Liability**

THE BANK AND ITS SERVICE PROVIDERS WILL BE DEEMED TO HAVE EXERCISED ALL DUE CARE AND TO HAVE ACTED REASONABLY IF WE ACT IN ACCORDANCE WITH THE TERMS OF THESE TERMS AND CONDITIONS AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY OUR WILLFUL MISCONDUCT. THE BANK AND ITS SERVICE PROVIDERS WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE:

- RELATED TO THE DISHONESTY OF THE BUSINESS CUSTOMER'S EMPLOYEES, OFFICERS, AGENTS, ADMINISTRATORS;
- RESULTING FROM ANY RECEIVING FINANCIAL INSTITUTION'S FAILURE TO ACCEPT ANY PAYMENT OR FUNDS TRANSFER REQUEST;
- RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THESE TERMS AND CONDITIONS, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, CIVIL UNREST, LABOR DISPUTES, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN THE BANK AND THIRD PARTIES, OR ANY OTHER CONDITION OUTSIDE OF OUR CONTROL;
- THE BUSINESS CUSTOMER'S ACTIONS OR OMISSIONS, OR THOSE OF THIRD PARTIES THAT ARE NOT WITHIN OUR IMMEDIATE AND REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION THE ACTIONS OF ANY THIRD PARTY NETWORK OR SERVICES PROVIDER NECESSARY FOR THE PERFORMANCE OF THE SERVICES;
- THE BUSINESS CUSTOMER'S NEGLIGENCE OR BREACH OF ANY AGREEMENT WITH US ;

- ANY AMBIGUITY, INACCURACY OR OMISSION IN ANY INSTRUCTION OR INFORMATION PROVIDED TO US, OR THE MISUSE, THEFT, OR MISAPPROPRIATION OF ACCESS CREDENTIALS BY THE BUSINESS CUSTOMER, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTIES;
- ANY ERROR, FAILURE OR DELAY IN THE TRANSMISSION OR DELIVERY OF DATA, RECORDS, OR ITEMS DUE TO A BREAKDOWN IN ANY COMPUTER OR COMMUNICATIONS FACILITY;
- THE APPLICATION OF ANY GOVERNMENT OR FUNDS-TRANSFER SYSTEM RULE, GUIDELINE, POLICY OR REGULATION;
- THE LACK OF AVAILABLE FUNDS IN THE CUSTOMER'S ACCOUNT TO COMPLETE A TRANSACTION;
- OUR INABILITY TO CONFIRM TO ITS SATISFACTION THE AUTHORITY OF ANY PERSON TO ACT ON THE CUSTOMER'S BEHALF; OR
- THE CUSTOMER'S FAILURE TO FOLLOW ANY APPLICABLE SOFTWARE MANUFACTURER'S RECOMMENDATIONS, THE BANK'S SERVICES INSTRUCTIONS, OR THE CUSTOMER'S OBLIGATIONS WITH RESPECT TO THE SECURITY PROCEDURES OR ITS OWN SECURITY PROCEDURES.

IF THE BANK AND/OR ITS SERVICE PROVIDERS FAIL OR DELAY IN MAKING A PAYMENT OR TRANSFER PURSUANT TO YOUR INSTRUCTION, OR IF WE MAKE A PAYMENT OR TRANSFER IN AN ERRONEOUS AMOUNT WHICH IS LESS THAN THE AMOUNT PER YOUR INSTRUCTION, UNLESS OTHERWISE REQUIRED BY LAW OUR LIABILITY SHALL BE LIMITED TO INTEREST ON THE AMOUNT WHICH WE FAILED TO TIMELY PAY, CALCULATED FROM THE DATE ON WHICH THE PAYMENT OR TRANSFER WAS TO BE MADE UNTIL THE DATE IT WAS ACTUALLY MADE OR YOU CANCELED THE INSTRUCTION.

WE MAY PAY SUCH INTEREST EITHER TO YOU OR THE INTENDED RECIPIENT OF THE PAYMENT OR TRANSFER, BUT IN NO EVENT WILL WE BE LIABLE TO BOTH PARTIES, AND OUR PAYMENT TO EITHER PARTY WILL FULLY DISCHARGE ANY OBLIGATION TO THE OTHER. IF WE MAKE A PAYMENT IN AN ERRONEOUS AMOUNT WHICH EXCEEDS THE AMOUNT PER YOUR PAYMENT INSTRUCTION, OR IF WE PERMIT AN UNAUTHORIZED PAYMENT AFTER WE HAVE HAD A REASONABLE TIME TO ACT ON A NOTICE FROM YOU OF POSSIBLE UNAUTHORIZED USE AS DESCRIBED ABOVE, UNLESS OTHERWISE REQUIRED BY LAW, OUR LIABILITY WILL BE LIMITED TO A REFUND OF THE AMOUNT ERRONEOUSLY PAID, PLUS INTEREST THEREON FROM THE DATE OF THE PAYMENT TO THE DATE OF THE REFUND, BUT IN NO EVENT TO EXCEED SIXTY (60) DAYS INTEREST.

IF WE BECOME LIABLE TO YOU FOR INTEREST COMPENSATION UNDER THIS AGREEMENT OR APPLICABLE LAW, SUCH INTEREST SHALL BE CALCULATED BASED ON THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK OF ST. LOUIS FOR EACH DAY INTEREST IS DUE, COMPUTED ON THE BASIS OF A THREE HUNDRED SIXTY (360) DAY YEAR.

NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST THE BANK AND ITS SERVICE PROVIDERS UNDER THESE TERMS AND CONDITIONS. THE TERMS OF THIS SECTION WILL SURVIVE TERMINATION OF THE SERVICES.

## **(G) Indemnification**

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

**19. Prohibited Uses.** You agree that the following uses of Central**NET** are strictly prohibited, and you agree to indemnify, hold harmless, and defend the 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 your sole expense, arising from your failure to abide by these restrictions in your use of the Central**NET** Services:

- a. Unauthorized communication of any information concerning any password or other online access number, code, or identification or any other proprietary information belonging to any other person or entity;
- b. Use of the Central**NET** Service in any manner that could damage, disable, overburden, or impair the Central**NET** Service or interfere with any other party's use and enjoyment of the Central**NET** Service;
- c. Obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Central**NET** Service;
- d. Communicating any obscene or defamatory information; or
- e. Use of Central**NET** in violation of any telecommunication, or other local laws or regulations of your country of origin or of the United States, or in furtherance or commission of any crime or other unlawful or improper purpose.

**20. Cancellation.** You can cancel your right to use Central**NET** at any time by notifying us in writing. The cancellation will not take effect until we receive the notice and have a reasonable time to act on it. At any time, for any reason and without notifying you that we are going to do so, we can cancel your right to use Central**NET**. The cancellation will take effect immediately unless we decide to have it takes effect later. Once the cancellation by you or us of your right to use Central**NET** takes effect, we can, but we will not have to, process any order through Central**NET** before the cancellation takes effect. The cancellation by you or us of your right to use Central**NET** will not affect any of your obligations under this agreement.

**21. Messaging System.** Messages sent to us through Central**NET**'s secure messaging system must not be used to communicate urgent or time sensitive information (for example, a stop payment order or a report of an unauthorized transaction or a report of a lost or stolen card involving a deposit, loan or credit card account). We will not take any action based on any message sent to us through Central**NET** until we receive and have a reasonable time to act on the message.

**22. Obtaining information.** You consent to the recording by us, or any other party providing any service to us in connection with Central**NET** of any information, notice, order or other communication sent through Central**NET** (for example, email sent to us through Central**NET**).

23. **Reasonable time to act.** A reasonable time for us to act on any information, notice, order or other communication or document received by us (for example, a message sent to us through Central**NET**) is the close of business on our first business day after our business day on which we receive the information, notice, order or other communication or document.

24. **Notices and change of address.** Any notice we send you concerning this agreement or Central**NET** will be sent to your current mailing address shown in our records concerning this agreement or, if allowed by applicable law, sent to your current e-mail address shown in those records, posted on Central**NET**, or through a secure Central**NET** message. If your mailing address changes, you must promptly notify us in writing of the new address. If your email address changes you must promptly update it in Central**NET** or by contacting us via one of our contact points noted in sections 15 or 16. Any notice you give us concerning this agreement or Central**NET** must be given in writing unless applicable law provides that it can be given in any other way.

25. **Changes in agreement.** No change in this agreement can be made except in a writing signed by us. We can change this agreement at any time. We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. If applicable law does not require us to send or deliver any notice of the change to you, we will either send or deliver a notice of it to you or post a notice on Central**NET**, or through a secure Central**NET** message.

26. **Change in Central**NET**.** We can change Central**NET** at any time by adding, deleting or changing any feature of Central**NET**. We will send or deliver to you any notice of the change that applicable law requires us to send or deliver to you. By the use of any added or changed feature of Central**NET** by you or any authorized individual acting on your behalf in connection with Central**NET**, you will be agreeing to be bound by all our requirements relating to the added or changed feature.

27. **No notice or loss of rights.** We can exercise, give up, and fail to exercise or delay exercising any of our rights with respect to you or Central**NET** without notifying you. By exercising, failing to exercise or delaying the exercise of any of the rights, we will not lose it or any other of the rights. By giving up any of the rights on any occasion, we will not lose it on any other occasion or lose any other of the rights.

28. **Giving up rights.** None of our rights with respect to you or Central**NET** can be given up by us except in a writing signed by us.

29. **No transfer of rights and obligations.** You cannot transfer any of your rights and obligations under this agreement or with respect to Central**NET** to anyone else. Any transfer of any of the rights and obligations will be void.

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

31. **Conflicts.** If any part of this agreement conflicts with applicable law, the law will control, and this agreement will be considered changed to the extent necessary to comply with it.

32. **Continued effectiveness.** If any part of this agreement is determined by a court to be invalid, the rest will remain in effect.

33. **What law applies?** Any legal question concerning this agreement or Central**NET** will be decided in accordance with Kentucky law without regard to choice of law provisions, and is subject to applicable federal law.

34. **Entire agreement.** Except for any agreement between you and us concerning any of your deposit accounts, any of your loan accounts, or transfers of funds to or from any of your deposit accounts, or any of your loan accounts, this agreement is the final and complete agreement between you and us concerning Central**NET**. If any part of any agreement described in the preceding sentence is incompatible with any part of this agreement, the part of this agreement will control. Any statement concerning Central**NET** made by any of our employees or anyone else is not part of this agreement.

35. **Acknowledgment and agreement.** By completing the Authorization Agreement or online enrollment, using Central**NET** in any way permitted hereby or allowing anyone else to have any of your Access Credentials or to use Central**NET** in any way described herein you agree to be bound by all provisions of these Terms and Conditions and all our requirements relating to any feature of Central**NET**. Also, if any authorized individual acting on your behalf in connection with Central**NET** uses Central**NET** in any way permitted hereby or allows anyone else to have any of your Access Credentials or to use Central**NET** in any way permitted hereby you agree to be bound by all those provisions, requirements and legal terms and conditions contained herein.

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