



## Policies

The information in this section details all of CBandT's Policies. Click on the links below to view the policy you wish to reference.

- Privacy Policy
- Linking Policy
- Terms and Conditions

## Privacy Policy

### What does Commonwealth Bancshares, Inc. do with your personal information?

#### WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to restrict some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social security number and overdraft history
- account balances and transaction history
- credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

#### HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list all the reasons financial companies can share their customers' personal information, the reasons Commonwealth Bancshares chooses to share, and whether you can limit this sharing.

Reasons we can share your personal information	Does Commonwealth Bancshares share?	Can you limit sharing?
<b>For our everyday business purposes—</b> to process your transactions, maintain your account, respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We do not share
<b>For our affiliates to market to you</b>	No	We do not share
<b>For our nonaffiliates to market to you</b>	No	We do not share

## QUESTIONS?

Commonwealth Bancshares  
Attention: Compliance Officer  
4912 U.S. Highway 42

Commonwealth Bancshares, Inc.  
Louisville, KY 40222

**Jefferson County:** 502.259.2000

**Shelby County:** 502.633.1000

**Northern Kentucky:** 859.746.9000

## WHO WE ARE

### Who is providing this notice?

Commonwealth Bancshares, Inc. is a holding company; representing subsidiaries Commonwealth Bank & Trust Company and First Security Trust Bank.

## WHAT WE DO

### How does Commonwealth Bancshares protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings including physical, electronic, and procedural safeguards.

## How does Commonwealth Bancshares collect my personal information?

### We collect your personal information, for example, when you:

- open an account or deposit money
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

## Why can't I limit all sharing?

### Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

## Definitions

**Affiliates** - Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include financial companies such as Commonwealth Bank & Trust Company and First Security Trust Bank

**Nonaffiliates** - Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Commonwealth Bancshares does not share with nonaffiliates so they can market to you.

**Joint marketing** - A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partners include insurance companies.

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## Linking Policy

We may provide links to non-Commonwealth Bank & Trust Company websites. If you choose to link to websites not controlled by CBandT, we are not responsible for the privacy or security of these sites, including the accuracy, completeness, reliability or suitability of their information. If you are asked to provide information on one of these websites, we strongly urge you to carefully review their privacy policies before sharing your information.

You will be notified that you are leaving the Commonwealth Bank & Trust Company website. CBandT cannot guarantee the security of the website you are entering and that the site may have a different Privacy Policy.

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## Terms and Conditions – www.cbandt.com, Internet Banking, Bill Payment, & Cash Management Services

### Introduction

The following agreements and disclosures govern your use of Commonwealth Bank & Trust Company (CBandT, Bank) website, Internet banking, and bill pay, hereafter collectively called the "Internet Banking Service". Throughout this document, the agreements and disclosures will be referred to as "Agreement". By using the CBandT Internet Banking Service you agree to these terms and conditions. Please read it carefully and keep a copy for your records.

### Definitions

## DEFINITIONS

**You or Your** - The person(s) subscribing to or using the Internet Banking Service.

**We, Us, or Our** - Refers to CBandT and any agent, independent contractor, designee, or assignee CBandT may involve in the provision of Internet Banking.

**Business Day** - Any calendar day other than Saturday, Sunday, or Federal holidays.

**Business Day Cut-Off** - For posting purposes, CBandT will process all transfers completed by 6:00 PM on that business date. Transfers completed after 6:00 PM may be processed on the following business day. All time references are for the Eastern Standard Time Zone (EST).

## Privacy Statement

CBandT understands how important privacy is to you. We have taken steps to insure your security and privacy for your personal and financial dealings with CBandT. Our customer privacy statement can be obtained by clicking the "Privacy Policy" link at the bottom of each page within [www.cbandt.com](http://www.cbandt.com).

## Provision for Arbitration

Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be settled by arbitration administered by an arbitrator or arbitrators mutually acceptable to the parties or, in the absence of agreement, designated by a judge of the United States District court of the Western District of Kentucky. Judgment on the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. Any arbitration shall take place in Louisville, Kentucky. The arbitrator or arbitrators will have no authority to award incidental, consequential, exemplary or punitive damages, and any award shall be limited to monetary damages.

## General Terms & Conditions

**Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**Assignment** - This Agreement may not be assigned to any other party by you. We may assign or delegate it, in part or whole, to any third party.

**Amendments** - This Agreement may be amended in whole or part at any time without prior notice, unless required by law. When providing notice to you, it may be via any contact by any means readily available. You must notify us in writing to cancel access.

**Supplemental Agreement** - This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this Agreement shall supersede the others, except where noted herein for specific agreements that govern acceptance and liability for certain features.

## Limitation of Liability

CBandT will not be liable for losses caused by Third Parties, by actions beyond its control or by its own actions except to the extent arising from its own gross negligence. In no event will CBandT be liable for any incidental, consequential, exemplary or punitive damages.

## Errors and Questions

In case of errors or questions concerning monetary transactions completed using the Internet Banking Service, you must contact us by one of the following means as soon as possible:

- Telephone our Electronic Banking Department at (502) 259-2375;
- Write to the Electronic Banking Department at 4912 US Hwy. 42, Louisville, KY 40222; or
- Send a secure message from within Internet Banking by selecting the "Messages" link

**Please DO NOT send us an unsecure e-mail outside of Internet Banking that contains your private account information.**

We must hear from you no later than 60 days after we sent/delivered the FIRST statement or notification on which the error or problem appeared. After 60 days, we may not be responsible for any loss associated with such errors. Please include the following information:

- Name
- Account Number and your Access ID
- Description of the error or your concern, plus an explanation of why you believe it is an error or why you need more information
- The amount of the error, if applicable

## Virus Protection

CBandT is not responsible for any electronic virus or viruses that you may encounter. We encourage you to routinely scan your PC using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

## Online Banking

**CBandT's Online Banking consists of:**

- Check account balances
- View account transactions
- View check images
- Receive account alerts sent to your cell phone, e-mail address, or pager
- Retrieve and view electronic account statements
- Perform Transactions, including transferring funds and making loan payments
- Pay bills, for enrolled customers
- Access certain cash management functions, for enrolled business customers

## Registration Process

The Internet Banking Service requires that you complete the initial registration process. This involves completing the secure online application, found under the "Forms" link at [www.cbandt.com](http://www.cbandt.com), which will identify you and all the information that we will need to enable the service. You can also sign up by visiting any CBandT location. The Electronic Banking department will verify the information you submitted for accuracy and authorizations. You will be notified via email when your Internet Banking is activated, generally within two business days of requesting the service. The email will not contain any confidential information. You may need to meet certain minimum equipment compatibility requirements.

## Accounts

By using the Internet Banking Service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system. If the accounts added to the service are jointly held, you agree that access to the information and all transactions initiated by all owners and authorized signors are authorized unless we have been notified to cancel the Internet Banking services. Accounts will not be added until right to access is verified.

## Fees for the Internet Banking Service

The Internet Banking service is available free to all account holders of CBandT.

## Amendment and Cancellation

Your Internet Banking Service may be canceled at any time by CBandT in whole or part without prior notice for any reason CBandT deems appropriate, including without limitation, due to insufficient funds in one of your accounts or other circumstances that may create a liability to us. Internet Banking Service access may also be canceled if inactive in excess of 90 days. You will remain responsible for all transactions approved through Internet Banking prior to the cancellation, and for any other fees associated with the service. After cancellation due to insufficient funds, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. After cancellation due to inactivity, service may be reinstated by contacting our Electronic Banking department. This Agreement is in addition to the Account agreements, disclosures and other documents governing your account. You may terminate the use of Internet Banking by contacting CBandT in writing by mail, secure e-mail, or personal delivery to CBandT. If your account is closed or restricted for any reason, Internet Banking accessibility may be terminated.

## Balance Inquiries and Transfers Limitations

You may use the Internet Banking Service to check the balance of your accounts and to transfer funds among your accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers or Bill Payments from your Money Market Deposit Account or Savings Account during a given monthly statement period. There are no limits to the number of transfers from your Checking Accounts.

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability of the funds because of the time required to process the request. The Bank reserves the right to limit the dollar amount of transfers initiated through the Internet Banking Service at any time and for any reason. If you have further questions, contact our Electronic Banking Department.

Account balances are updated periodically. There may be situations that cause a delay in an update of your balances. The Internet Banking Service will base its approval of a transaction by using the most current available balance at the time of a transaction. CBandT is not liable for losses arising from such delays.

## **Special Information about the Stop Payment, Address Change, Order Documents, Secure Email & Secure File Delivery Services.**

The Internet Banking Service includes several options that provide a means to securely forward your request to us for processing. Generally, requests received from the Internet Banking Service will be processed within one business day using procedures that are used to process similar requests received by mail or fax. If urgent action is required, we recommend that you contact CBandT directly by telephone or in person. Additional terms of acceptance or disclosures will apply on the Stop Payment feature of the Internet Banking Service, and these terms are disclosed at the time you complete the request. The Stop Payment feature is designed to submit a request to stop payment on a check you have written and has not cleared from your account. This service is not available to cancel the payments scheduled through the Bill Payment service, and it is not available to stop ACH debits. If you have a problem or need to cancel a Bill Payment, you will need to contact our Electronic Banking Department. There may be additional fees associated with some of these services. For example, CBandT will charge its published stop payment fee if a stop payment is successfully placed via the Internet Banking Service.

## Notice of Your Rights and Liabilities

Notify us immediately if your Login ID and Password have been compromised, lost, stolen or used without your authorization. Failure to notify us immediately could result in the loss of all money accessible by your password. Additionally, if your account statement shows any errors you must notify us within 60 days after the statement is sent to you. After 60 days, we may not be responsible for any loss associated with such errors.

## No Signature Requirements

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account or the account on which the item is drawn without requiring your signature on the item and without any notice to you.

## Online Bill Payment

Please read the following disclaimer carefully in order to use Commonwealth Bank & Trust Company's Online Bill Payment.

### **For customers who elect to use Bill Payment, these additional functions are available:**

- Payment guarantee
- Make payments with multiple accounts through one User ID
- Electronic Bill Presentment

## Adding Payees

You may add payees and designate which payees are to receive recurring payments through the service at your leisure. CBandT reserves the right to refuse the designation of a payee for any reason.

## Liability

CBandT is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a payee, if you attempt to pay a payee that is not on your authorized payee list, or any other reason.

## Payment Details

You can enter your billing information through the CBandT Internet Banking service and our Bill Pay provider will make the payments you request for you. These payments will be withdrawn from the CBandT deposit account of your designation. Money Market and Statement Savings accounts are not eligible for this service. You may designate more than one account for Bill Payments and will then be required to designate from which account you would like each payment you schedule to be withdrawn. CBandT has the right to reject any account as ineligible for Bill Payment for any reason at any time.

**Electronic Payments** – Payments made electronically will be drawn from the designated account on the day you have scheduled the payment to be received by the payee.

**Check Payments** – Payments made by check will be written from your account by the Bill Pay provider. The funds will not be withdrawn from the designated account until the payee deposits the check and CBandT receives it.

For Recurring Payment Requests, if you designate the processing date between the 28th through 31st of a month, processing will be initiated on the last calendar day of the month. Otherwise, recurring payments will be processed on the date designated. If such date falls on a non-business day, the processing date will be the previous business day. You must allow 7–10 business days for each Bill Payment to reach the payee. It is your responsibility to schedule/activate payments. Any Bill Payment can be changed or cancelled, provided that you access the service prior to the cut-off time on the business day prior to the business day on which you designated the payment is to be initiated.

## Payment Cut-Off Times

Any payment requests made on a business day after CBandT's cut-off time, or at anytime on a non-business day will be processed on the next business day. Current cut-off times are 2:30 PM. CBandT reserves the right to change the cut-off time by providing notice of such a change.

## Available Funds

You agree to have available and collected funds on deposit in your designated account in amounts sufficient to cover all Bill Payments requested, as well as any other payment obligations you have to CBandT. CBandT reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the account and CBandT has not exercised its right to reject or reverse a payment, you agree to pay for such payment obligations on demand. You further agree that CBandT, at its option, may charge any of your CBandT accounts to cover such obligations.

## Fees

There are no fees to use the Bill Payment services. CBandT reserves the right to charge for this service by providing you with 30 days advance notice.

## Liability

You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify CBandT and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. CBandT is not liable for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. CBandT is not liable for any failure to make a Bill Payment if you fail to promptly notify CBandT after you learn that you have not received credit from a Payee for Bill Payment. CBandT is not liable for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be a CBandT agent. In any event, CBandT will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Bill Payment service, even if CBandT has knowledge of the possibility of them. CBandT is not liable for any act, failure to act or

delay in acting if it is caused, in whole or in part, by any cause beyond CBandT's reasonable control.

## Amendment and Cancellation

Your Bill Pay may be cancelled at any time by CBandT in whole or part without prior notice due to insufficient funds in one of your accounts, other circumstances that may create a liability to us, or for any other reason. The Bill Payment service may be cancelled if inactive in excess of 90 days. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the service. After cancellation due to insufficient funds, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. After cancellation due to inactivity, service may be reinstated by contacting our Electronic Banking department. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents governing your account. You may terminate the use of the Internet Banking Service by contacting CBandT in writing by mail, secure e-mail, or personal delivery to CBandT. If your account is closed or restricted for any reason, Internet Banking Service accessibility may be terminated.

## Exclusion of Warranty

This service and the related documentation are provided "As Is". CBandT HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF IMPLIED MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

## Special Terms and Conditions - Business Customers enrolled in Cash Management Services Disclaimer of Warranty

The Bank makes no warranties with respect to the use of the Internet Banking Service, nor does it warrant that the Internet Banking Service will meet specific requirements of the business customer. Bank does not make any warranty of any kind, either express or implied, with respect to the use of the Internet Banking Service. Bank disclaims any and all implied warranties of merchantability and fitness for a particular purpose. Customer assumes the entire risk as to the quality and performance of the Internet Banking Service.

## Limitation of Liability

In no event shall Bank be liable to the business customer for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the Internet Banking Service or for any claim by another party.

The business customer shall be solely responsible for protecting against unauthorized access to the Internet Banking Service through the use of physical security, passwords, and other security procedures. The Bank will be held harmless for processing any request received by the business customer.

Where the business customer has access to funds transfer services, which include Wire Transfer and ACH Origination, including Tax Payments, Bank will only accept transfer requests upon proper execution of security procedures that are entirely within the business customer's control. Bank may consider funds transfer requests received from the business customer as having been authorized by the business customer, and the Bank shall be held harmless for executing any transfer.

## Funds Transfer Service

A business customer may request access to certain Funds Transfer Services as described below. Funds transfers are acted upon by the Bank during specific business hours as described in each required agreement executed by the business customer. The business customer must specify its representative authorities per transaction type. If the business customer, or any of its authorized representatives, use the Funds Transfer Services described, the following condition(s) shall apply:

**Wire Transfer** - The business customer acknowledges that the Wire Transfer feature of the Internet Banking Service is an alternate entry system for issuing Wire Transfer orders between the business customer and the Bank. A separate Wire Transfer Agreement between the business customer and the Bank must be executed to enable this feature. The Wire Transfer Agreement shall govern the acceptance and liability for all Wire Transfer requests.

**ACH Transactions** - The business customer acknowledges that the ACH transaction feature of the Internet Banking Service is an alternate entry system for issuing ACH transaction orders between the business customer and the Bank. A separate ACH Origination Agreement (and appropriate ACH Addenda if required for the transaction types) between the business customer and the Bank must be executed to enable this feature. The ACH Origination Agreement and ACH Addenda shall govern the acceptance and liability for all ACH transactions originated by the business customer.

**Tax Payments** - The business customer acknowledges that the Tax Payments feature of the Internet Banking Service is an alternate entry system for issuing EFTPS tax payment orders between the business customer and the Bank. An ACH Tax Payment Agreement Addendum and ACH Origination Agreement between the business customer and the Bank must be executed to enable this feature, and that these executed agreements shall govern the acceptance and liability for all ACH Tax Payments originated by the business customer.

## Stop Payment

The business customer acknowledges that the Stop Payment feature of the Internet Banking Service is an alternate entry system for issuing Stop Payment Orders. When using this feature, the business customer warrants that the information describing the check, including the check date, its exact amount, the check number and payee, is correct. The business customer acknowledges that the exact amount of the check is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. The business customer agrees that the Bank must receive the Stop Order within a reasonable time for the Bank to act on the order prior to final payment of the check. A Stop Payment Order received by the Bank using this service will be accepted as if it were in written form, will be effective for six (6) months only, and will expire automatically at that time, without further notice, unless specifically renewed prior to expiration. Where the business customer elects to execute Stop Payment requests through the Internet Banking Service, the Bank agrees to enter the Stop Payment into its main computer system within a reasonable period of time after receiving the request. Prior to requesting a Stop Payment, the business customer must first verify that

system within a reasonable period of time after receiving the request. Prior to requesting a Stop Payment, the business customer must first verify that the item has not already been posted to the account. If a stopped item has already been paid prior to the Bank's entry of the request, then the Bank shall not be liable for any loss incurred by the business customer arising from the event.

## Positive Pay

The business customer acknowledges that the Positive Pay feature of the Internet Banking Service is an automated check matching service that allows the business customer to monitor checks processed for payment against an account. The business customer can reject unauthorized transactions before losses occur. A Positive Pay Agreement between the business customer and the Bank must be executed to enable this feature, and the executed Positive Pay Agreement shall govern the acceptance and liability for all aspects of Positive Pay.