

**The Fountain Trust Company**  
**615 Third Street**  
**P.O. Box 8**  
**Covington, IN 47932**  
**765-793-2237**  
www.FountainTrust.com

## **Online Banking Terms of Use**

This Agreement (“Agreement”) contains the terms and conditions for the use of The Fountain Trust Company’s Online Banking services. By using The Fountain Trust Company’s Online Banking services you accept and agree to be bound by all of the terms of use in this Agreement.

The words “we,” “us,” and “our” refer to The Fountain Trust Company and its current and future affiliates, and the words “you” and “your” mean you, the individual(s) or entity identified on the Online Banking enrollment.

“Online Banking” includes The Fountain Trust Company’s website currently located at [www.FountainTrust.com](http://www.FountainTrust.com) or any related website belonging to us or our affiliates and includes the personal banking, business banking and related online services accessible through the website. The website and any services provided by us in connection with the website are subject to these Terms of Use.

“Services” under these terms of use include financial services for consumers and businesses, business services offered to you directly by us, and additional services available to you from independent third party service providers accessed through navigation from the website.

This Agreement is subject to applicable Federal Laws and the Laws of the State of Indiana. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. You may not assign this Agreement. This Agreement is binding upon your heirs and the bank’s successors and assigns.

The headings in this Agreement are for convenience only and do not govern the meaning of this Agreement.

The terms and conditions set forth in this agreement are in addition to and do not by any means cancel or supersede any other agreements, disclosure, or signature cards that govern your deposits, loans or other business relationships with The Fountain Trust Company.

### **1. Privacy**

Protecting the privacy of consumers is important to The Fountain Trust Company and our employees. Our Privacy Disclosure is located at

[www.FountainTrust.com/files/Privacy\\_Notice\\_FTC.pdf](http://www.FountainTrust.com/files/Privacy_Notice_FTC.pdf) . You agree that you have read and understand our Privacy Policy.

## **2. Change in Terms**

The Fountain Trust Company reserves the right to modify these Terms of Use at any time without notice, but the most current version of the Terms of Use will always be available to you by clicking the link at the bottom of the Site. If you find the Terms of Use unacceptable at any time, you may discontinue your use of the Services. By continuing to use the Services after the date of any change to these Terms of Use, including accessing the Site, you agree to be bound by the rules contained in the most recent version of this Agreement.

You agree and understand that effective use of the website may require your browser to use software plug-ins and modules, including, without limitation, JavaScript, in order to correctly display content and utilize features on the Site.

## **3. Fees**

Certain fees may apply to Services ordered through Online Banking. Regular stop payment fees will be debited for all stop-payment orders entered through Online Banking. Stop-payment fees will be debited from the account for which the stop is added. Online Bill Pay and business services such as ACH may have additional fees that will be disclosed to you at the time you sign up for these services.

## **4. Access**

You authorize us to provide access to your eligible Accounts through the Service. You may access your eligible Accounts through the website to obtain information and perform transactions as authorized on the website.

To access your eligible Accounts through our Services you must have a username, a password and the necessary hardware and software. You must also comply with any security procedures and policies we may establish from time to time.

Subject to the terms of this Agreement, you will generally be able to access your eligible Accounts through the website 7 days a week, 24 hours a day. At certain times, the Online Services may not be available due to system maintenance or circumstances beyond our control.

You must provide all telephone and other equipment, software and services you need to access the Online Banking Services.

## **5. Termination**

If you violate any terms of this Agreement (including the failure to pay fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any one or more of your eligible Accounts. We will not be required to reinstate or re-activate your access.

If you close all of your eligible Accounts and terminate your Services, or withdraw from the Services, we may terminate your access without prior notice to you. In some cases, if you close your eligible Accounts, you may also lose access to your Services and we may terminate your access to the Services. We will not be required to reinstate or re-activate your access. In addition, if you have no eligible Accounts linked to the Service, or if you do not use the Service for a period of twelve consecutive months, we may, in our sole discretion, terminate your access without prior notice to you.

## **6. Security**

We may occasionally introduce new features to the Online Banking Services or eliminate features from the Service. You agree that you are:

- Solely responsible for acquiring and maintaining a computer or any other electronic device and equipment that can handle and access the Online Banking Services;
- Responsible for all costs associated with accessing the Online Banking Services and your eligible Accounts;
- That you will carefully select a password that is difficult to guess;
- That you will keep your password confidential and safe;
- That you will immediately change your password if you suspect that it has been compromised.

You agree to indemnify, hold harmless, and defend us 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 our restrictions. You agree that the following uses of Online Banking Services are strictly prohibited and agree that you will not engage in:

- Unauthorized communication of any charge or information belonging to any other person or entity.
- 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.
- Use of the Online Banking Services to copy or distribute or transmit copies of copyrighted materials belonging to any other person or entity except to the extent that the owner has provided express permission to you for such activity. Copying, distributing, or transmitting copyrighted materials other than with permission as specified above is expressly prohibited.
- Communicating any obscene or defamatory information, including but not limited to, computer bulletin boards or in conjunction with e-mail.

- Use of the Online Banking Services in violation of any telecommunication, postal, or other local or federal laws or regulations, or in the commission of a crime or other unlawful or improper purpose.

## **7. Disclaimer**

THE SERVICES ARE OFFERED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND — WHETHER EXPRESS, IMPLIED, OR STATUTORY — INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU ACKNOWLEDGE THAT NEITHER THE FOUNTAIN TRUST COMPANY, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS WARRANT THAT THE SERVICES OR THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THE SITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE SERVICES AND THE SITE. THE FOUNTAIN TRUST COMPANY DOES NOT ENDORSE PRODUCTS OR SERVICES APPEARING ON LINKED SITES OR PURCHASED VIA LINKED SITES. (THIS DOES NOT AFFECT ANY MANUFACTURER'S WARRANTIES THAT THE PROVIDERS OF THE LINKED SITES OTHERWISE OFFER.)

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, YOU AGREE THAT THE FOUNTAIN TRUST COMPANY IS NOT RESPONSIBLE FOR ANY LOSS, PROPERTY DAMAGE, OR BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF THE SERVICES OR THE SITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE FOUNTAIN TRUST COMPANY WILL NOT BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE INSTALLATION OR USE OF THE SERVICES, THE SITE, ANY ON-LINE SERVICES OR INTERNET BROWSER SOFTWARE, INCLUDING LIABILITY ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM.

## **8. Indemnification**

You agree to defend, indemnify, and hold harmless The Fountain Trust Company, its affiliates, and their respective directors, officers, employees, and agents from and against all claims and expenses, including attorneys' fees, arising out of your violation of these Terms of Use or misuse of the Online Banking Services or this website, including such violation or misuses conducted by your employee or agent, if applicable.

## **9. Governing Law and Relation to Other Agreements**

The Services provided by us may also be governed by separate agreements with you. This Agreement supplements any other agreement(s) and/or disclosures related to your Account(s) and provided to you separately.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Indiana, without regard to its conflicts of laws provisions; provided, however, that any dispute solely between you and our Bill Payment Service Provider shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of laws provisions.