



LINCOLN NATIONAL BANK Online Banking Agreement

This Online Banking Agreement and Disclosure (“Agreement”) describes your rights and obligations as a user of the Online Banking Service and Lincoln National Bank’s (“LNB”) rights and obligations as a provider of Online Banking. A separate Agreement/Disclosure supplements this one for Bill Payment Services. The Agreement/Disclosure below briefly summarizes LNB’s obligations for Online Bill Payment Services. Please take the time to familiarize yourself with the terms of service, which include disclosures and limitations of liability. By requesting and using one of these Services you agree to comply with the terms and conditions of this Agreement. This agreement will be governed by the laws and regulations of the Commonwealth of Kentucky and applicable federal law. **YOU SHOULD PRINT/SAVE THIS NOTICE FOR FUTURE REFERENCE.**

Definitions

In this agreement the words “you” and “yours” refer to the Internet Banking Customer. The terms “we”, “us” and “our” refer to Lincoln National Bank (LNB).

“Bill Payment Service” is the online service that enables the scheduling of bill payments using a personal computer.

“Online Banking” is the internet-based service providing access to your Bank account(s).

“Online Account” means the Bank account from which you will be conducting transactions using a service.

Business Days Monday through Saturday except for Federal holidays. Transactions conducted on a Sunday are considered as occurring on Monday business day. The service is available 365 (three hundred sixty-five) days a year unless system maintenance or upgrades are necessary. Our daily cut-off is set at 4 (four) P.M. eastern standard time. All transactions received after 4 (four) P.M. will be posted on the next business day. You will receive a monthly account statement showing your Electronic Funds Transfer debits.

Pre-Authorized Accounts One of your pre-authorized accounts must be a primary checking account. Once you have selected your primary account you may select additional accounts including checking, savings, certificates of deposit or loan accounts. These accounts are Checking and Savings accounts that you have specified you wish to access through Internet Account Access. At any time you may add, change or remove any Checking or Savings account. Please contact our Internet Banking Customer Service Representatives for more details.

NOTE: Any personal or non-personal account that requires multiple signatures to authorize debits is not eligible.

No Signature Required At which time you elect to transfer funds between your pre-authorized LNB accounts or enroll in Electronic Bill Payments, you authorize us to honor debits drawn against your accounts without presence of your signature.

Your User Code and Password Your user code is initially set by our Internet Banking Customer Service Representatives and you are given the opportunity to change this to something unique to you at your initial login. Your Password is defined by you the user. Your Password must contain between 6 and 20 characters, including at least 1 uppercase and 1 lowercase letter and at least 1 special character (a special character is anyone of the following: ! @ # \$ % ^ & * ()

_ + - = [] { } \ / | ? , . < >). Also, your Password cannot contain leading or trailing blanks. You should keep this information confidential. You have the option at any time to change your password and we recommend that you practice this on a regular basis. If you believe your Password has been lost or stolen please use the Password change feature within the Online Banking section of the Web site to change your Password.

If you forget your password you may reset it on-line by following the instructions on your screen or contact us at 270-358-4116. If you make your user code and password available to others to act on your behalf you are responsible for all activity authorized by your user code and password.

You are responsible for keeping your Password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or UserID;
- Do not leave your computer unattended while you are in the Bank's Online Banking site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system

Electronic Mail (E-Mail) If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Support tab and select the appropriate form from the selection of our Online Banking site.

Account Balance Verification At any time you may log in and check your account balance, items which have been presented for payment against your account (checks, ATM transactions, VISA Check Card purchases and automatic withdrawals), and deposits that have posted. All Balances are subject to deposit verification.

Fees LNB offers the benefits and convenience of the Internet Banking to you free. However, other fees, e.g. NSF, overdraft and excessive transaction fees previously disclosed when you opened your account(s) may be assessed according to the terms and conditions of your deposit account. We reserve the right to adjust the monthly maintenance fees for the use of the service. Prior to fee changes, we will notify you in writing 30 (thirty) days before changes go into effect. Your use of the service after the effective date of change confirms your agreement to the changes.

Right of Termination You may cancel your Internet Account Access at any time by writing us at the address listed below. We require 10 (ten) day written notice prior to the date you wish to have your services canceled. If you have payments or transfers scheduled within 10 (ten) days and we have not completed your request to cancel service, you will be responsible for the payments or transfers. We may cancel your enrollment in this service at any time due to insufficient funds in one or more of your accounts. If your Internet Banking Account has not been activated within 30 (thirty) days of your enrollment date, the service will be canceled until further notification by you. If your Internet Banking Account becomes inactive for over 90 (ninety) days, your enrollment will be deactivated until further notification by you.

Bill Payments The Bill Payment service (I-Pay) permits you to use your internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment service you can pay bills from your Bill Payment Account to

businesses or individuals. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States.

Tax payments and court ordered payments may be scheduled through the Service; **HOWEVER** such payments are discouraged and must be scheduled at your own risk. In no event shall LNB be liable for any claims or damages resulting from your scheduling of these types of payments. We also have no obligation to research or resolve any claim resulting from such payments. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not LNB. Also, you should not use the Bill Payment service to make payments to settle securities purchases, or payments to interest bearing accounts. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment service. Funds for ALL bill payments (either by check or electronically) will be debited from your specified account on the **PROCESS DATE** listed on the payment screen. We reserve the right to restrict types of payees to whom payments may be made using the service from time to time.

Scheduling Payments Funds must be available in your Bill Payment Account on the **PROCESS DATE**. If the date you schedule a payment to be initiated falls on a non-business day (Sunday or holiday), funds must be available in your Bill Payment Account the prior business day (e.g. Saturday). The Bill Payment Service may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular intervals. When you create a new payee in the Bill Payment service it takes two (2) to three (3) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow time to set up and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If payment is an Automatic Clearing House (ACH) electronic payment, it may take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, our Bill Payment Service will work with the payee on your behalf to reverse any late fees or charges.

If the session during which you schedule a payment or transfer ends by 4:00 P.M., LNB will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Service, the time recorded by the Online Banking Service will be considered the official time of the transaction.

Third Party Disclosure The information you enter through Internet Banking may be recorded and retained by us. We will only disclose information to third parties about your account or the transfers you make:

1. When it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders, or investigations or examinations by our bank regulators; or
4. If you give us written permission; or

5. As may be otherwise authorized in other agreements with us.

Reporting Unauthorized Transactions If you feel that an unauthorized transaction has been performed from your pre-authorized account, contact us immediately at (270) 358-4116.

Your Liability for Unauthorized Transfers **FOR CONSUMERS** your liability for unauthorized transfers is governed by the Regulation E disclosures provided at the time of account opening. **FOR COMMERCIAL CUSTOMERS** you are responsible for all unauthorized transfers and the bank has no further liability.

Stop Payments of Pre-authorized Electronic Fund Transfer If you have told us in advance to make regular electronic fund transfers out of your account(s); you can stop any of these payments. Call us or write to us at the telephone number or address set forth below, in time for us to receive your request 5 (five) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get to us within 14 (fourteen) days after you call. *Liability for Failure to Stop Payment of Pre-authorized Transfers* If you order us to stop one of these payments at least 5 (five) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Savings Account Transfer Limitations You may make 6 (six) transfers from your account each 4 (four) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited. However, a service charge may apply. (See fees)

Our Liability This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing Online Banking and Bill Payment services delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

LNB is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. LNB will not be liable in any way for damages you incur for any of the following reasons:

1. You do not have enough funds in your deposit account to make the transfer;
2. You have an overdraft line and the transfer would go over the credit limit;
3. Delays in mail delivery;
4. Changes to the payee's address or account number unless we've been advised of the change in advance;
5. Failure of any payee to correctly account for or credit the payment in a timely manner;
6. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
7. Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
8. There may be other exceptions stated in our agreement with you.
9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

Indemnification You agree to indemnify, defend and hold us, our affiliates, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

Third Parties We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Firefox or Internet Explorer, by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

Virus Protection LNB is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

Damage to Equipment We accept no responsibility for interruption of service due to loss of electric power or lack of telephone service and line quality or PC or modem failure. LNB will not be responsible for any loss or damage to your equipment (computer, software, etc.) resulting directly or indirectly from the use of LNB Internet Banking.

Bank Agreements In addition to this Agreement, you and LNB agree to be bound by and comply with the requirements applicable to each of your Online Accounts. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

Changes and Modifications LNB may modify the terms and conditions applicable to the Services mentioned in this Agreement from time to time. We may send any notice to you via email and you will be deemed to have received it 3 (three) days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law.

WE RESERVE THE RIGHT TO TERMINATE THIS AGREEMENT AND YOUR USE OF THE SERVICES IN WHOLE OR IN PART AT ANY TIME WITHOUT PRIOR NOTICE.

Assignment We may assign this Agreement to an affiliate or any successor of interest in the event of a merger, reorganization, change of control, acquisition or sale of substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

Notices Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

Your Financial Privacy at Lincoln National Bank LNB collects nonpublic personal information about you from the following sources:

- Information we receive from you on your applications or other forms;
- Information about your transactions with us or others; and
- Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about you to anyone, except permitted by law, such as sending information returns to the Internal Revenue Service, responding to subpoenas and providing information to consumer reporting agencies, i.e. credit bureaus.

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this notice.

LNB restricts access to your personal and account information to those employees who need to know that information to provide products or services to you. It also maintains physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information including your income, net worth, Social Security number and address.

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Internet Banking
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