

Online Banking User Agreement

Effective 4/1/2015

This Agreement provides the terms and conditions governing the use of the Online Banking Service offered by Lake City Bank. The first time you access your accounts by using any of the Online Banking services, you agree to abide by the terms and conditions of this Agreement as well as the terms, conditions, agreements, fee schedules and disclosures applicable specifically to any such service and provided on Lake City Bank's web site.

Lake City Bank is entitled to act upon instructions received with respect to any Online Banking Service under your User ID and Password and without inquiring into the identity of the person using the Password. You shall immediately change your Password upon your first login. You agree that you will not under any circumstances disclose your Online Banking Password to anyone, including anyone claiming to represent Lake City Bank. You acknowledge that no one from Lake City Bank will ever ask you for your Online Banking Password, and that Lake City Bank employees do not need your Online Banking Password for any reason.

You are liable for all transactions made or authorized with the use of your User ID and Password. Lake City Bank has no responsibility for establishing the identity of any person who uses your User ID and Password. You agree that if you give your User ID and Password to anyone or fail to safeguard its secrecy, you do so at your own risk because anyone with your User ID and Password will have access to your accounts. Your Password can be changed within Lake City Bank Online Banking. We recommend that you change your Password regularly. You agree that if you believe the secrecy of your Password has been compromised, you will immediately notify Lake City Bank of that fact and will immediately change your Password.

For joint accounts, each person must have a separate User ID and Password. Each person on a joint account will be liable for all transactions that are made on that account by all other joint holders of the account.

You agree to indemnify and release Lake City Bank from any and all liability, and agree not to make any claim against Lake City Bank or bring any action against Lake City Bank, relating to its honoring or allowing any actions or transactions that were conducted under your User ID and Password except as allowed under Regulation E.

By directing Lake City Bank, through the use of any Online Banking Service initiated with your User ID and Password, to transfer funds or make a payment of any kind, you authorize Lake City Bank to withdraw from the designated account the amount of funds required to complete the transaction. Requests for new account services, instructions to change existing account information or services, and other communications received by Lake City Bank through the Online Banking Service shall constitute legal endorsements, and shall have the same force and effect as a signed written instruction.

In case you have errors or questions about your electronic transactions, contact the One Call Center at (888) 522-2265 or write us at Lake City Bank, Client Protection Services, P. O. Box 1387, Warsaw, IN 46581-1387, or email us at icbdirect@lakecitybank.com as soon as you can.

We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared.



1. Tell us your name. *IMPORTANT – Do NOT include your account number if contacting us via e-mail since e-mail is not a secure form of communication.*
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within 10 business days (5 business days if involving a Visa® transaction) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa® transaction) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable for the following:

1. If, through no fault of ours, you do not have enough money in your account to make the transaction;
2. If the transaction would go over the limit on your Lake City Bank Overdraft Privileges (if available);
3. If the ATM where you are making the transaction does not have enough cash;
4. If the ATM, Telephone Banking System, Online Banking System, or Mobile Banking System was not working properly and you knew about the breakdown when you started the transaction;
5. If circumstances beyond our control (such as fire or flood) prevented the transaction, despite reasonable precautions that we have taken;
6. If court order or other legal process prevents us from making a transaction;
7. If you do not schedule an Online Bill Payment or Mobile Bill Payment at least 7 business days in advance to allow the bank to process the payment and send it to the designated payee;
8. If you do not properly fill out the deposit or payment form;
9. If you do not provide the correct information when using Telephone Banking, Online Banking or Mobile Banking;
10. If the bank is provided with incomplete or inaccurate information from external sources involved in processing the transfer, payment, or direct deposit.

There may be other exceptions to liability stated in the Terms and Conditions governing your specific type of account or service.

You will get a monthly account statement. However, with respect to savings accounts, if there are no electronic funds transfers in a particular month, you may not get a statement monthly, but you will get a statement at least quarterly.

Business Day means every day the bank is open to transact business except Saturday, Sunday, or Federal holidays.

In the event you wish to discontinue the service, you must contact the Bank in writing. Written notice of service discontinuance must be supplied 10 days prior to the actual discontinuation date and must be sent to:

Lake City Bank
One Call Center
P. O. Box 1387
Warsaw, IN 46581-1387

The Bank may terminate use of the service by any individual at any time. Neither termination nor discontinuation shall affect your liability or obligation under this agreement.

In the event of a dispute regarding the service, you and the Bank agree to resolve the dispute by looking to this Online Banking User Agreement. You agree that this Online Banking User Agreement is the complete and exclusive statement of the agreement between you and the Bank which supersedes any prior agreement, oral, or written, and any other communications between you and the Bank relating to the subject matter of this Online Banking User Agreement. If there is a conflict between what a bank employee says and the terms of this Online Banking User Agreement, the terms of the Agreement shall control.

You may not assign this Online Banking User Agreement to any other party. The Bank may assign this Agreement at any time to an affiliated company. The Bank may also assign or delegate certain of its rights and responsibilities under this Online Banking User Agreement to independent contractors or other third parties.

This Online Banking User Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflicts of law provisions.

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Lake City Bank, OR by Internet browser providers such as Internet Explorer, Firefox, Safari, Chrome, Opera, OR by Internet access providers OR by Internet service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or Internet browser or access software.

Lake City Bank reserves the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time without prior notice.

Lake City Bank hereby disclaims any warranties, endorsement or representation, express or implied, related to any product, service, advertisement or other information contained within our website. This includes any content contained, distributed, linked, or downloaded from the site. Any products or services from this site are to be used at your own risk, with no obligations or liabilities by Lake City Bank.

