

ECLIPSE BANK ONLINE BANKING AGREEMENT

This Eclipse Bank Online Banking Agreement and Disclosure Statement (this "Agreement") governs the use of the Internet Banking Services described herein which include Online Banking and Mobile Banking, an Internet account access service, and Online Banking and Mobile Banking with Bill Pay, an internet bill payment service (collectively referred to as "the Services"), which are offered by and through Eclipse Bank ("Bank"), to each customer whose request for the Services is approved. Each reference in this Agreement to "you" or "your" means each customer who submits an Online Banking Enrollment form and refers to all such customers jointly and severally. By submitting the Enrollment, you acknowledge that you have read, understood and agree to the terms of this Agreement. Please read this Agreement carefully and keep a copy for your records.

GENERAL ONLINE SERVICES REQUIREMENTS

The following apply, as appropriate, to your use of Online Banking, Mobile Banking, and to Online Banking and Mobile Banking with Bill Pay

1. Requirements and Availability

1. Account Requirements. In order to subscribe to Online Services, you must have at least one account with us designated on the Enrollment. You may access other checking accounts, savings accounts, money market accounts, certificates of deposit, and loan accounts you have with us (collectively the "Accounts"). Use of the Services will be subject to the Deposit Account Agreement and Disclosure and any loan agreement for each Account (the "Account Agreements").

2. Prohibited Transactions Payments to billers outside of the United States or its territories are prohibited through this Service. Restricted Transactions (as that term is defined in 12 C.F.R. 233.2 - Regulation GG, as amended from time to time) are prohibited from being processed through your Account or any other service offered or provided to you by us. Bill Payments may not be used to pay taxes or child support, alimony or other court-ordered obligations or transaction any illegal activities.

3. Waiver of requirement for two signatures. Principles recognize that any requirement of verifying two signatures on checks, if such a requirement exists, does not apply to electronic or telephone transfers, including online bill payments, and release bank from liability when making such transfers or payments. This means that any person who is authorized to act as a signer on your account shall be authorized by you to individually make electronic or telephonic transfers, including online bill payments from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons.

4. Access. To use the Services, you will need a PC, telephone and related equipment as determined by Eclipse Bank from time to time. Your browser must have encryption capabilities at a minimum 128-bit level. You will need a modem with a minimum speed of 28.8 kilobits per second (Kbps). You are responsible for the set-up, compatibility and maintenance of your computer, telephone, and modem and agree that we are not responsible for such set-up, compatibility or maintenance. Eclipse Bank is not responsible for any PC virus or related problems that may be associated with using an electronic banking system. The Bank has no liability to you for any loss or damage, direct or consequential, which you may suffer or incur by reason of use of your software or equipment.

5. Availability of Service. The Services will be accessible 24 hours a day, seven days a week. The Services may be inaccessible for a reasonable period on a daily basis for system maintenance. The Services may also be unavailable due to Internet access interruptions, equipment problems or other disruptions to service. We shall not be liable under this Agreement for failure to provide access for any reason. Your access to the Services shall be determined in the sole discretion of the Bank. Subject to applicable law, the Bank reserves the right to modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of previously incurred fees, if any.

2. User ID and Password.

1. Authentication and Security. Each authorized user of Online Services must have a User ID and a Password. Upon enrollment a temporary User ID and Password will be assigned to you and must be changed by you the first time you log into the service. You should keep your Password confidential and in a secure location. Any person having access to any of your Passwords will be authorized by you and will be able to access the Service and perform transactions, including reviewing Account information and making transfers to other Accounts and, if Bill Pay is selected, to make payments to third parties. We recommend, and reserve the right to require, that you change your Passwords from time to time for security reasons. We will also use security questions to provide a further level of confirmation to your identity when you access the Online Banking, Mobile Banking, or Bill Pay service.

2. Eclipse Bank is committed to the security of its customers' account and account information. However, you must take every precaution to ensure the safety, security, and integrity of your accounts and transactions when using Online Services or Mobile Banking. When you give someone access to your User ID and/or Password, you are authorizing that person to use Online Banking and you will be responsible for all transactions that person performs while using your authentications. You realize that the person has full access to all your accounts, even if you attempt to limit that person's authority.

NEITHER ECLIPSE BANK NOR ANY OF ITS SERVICE PROVIDERS WILL EVER ASK YOU FOR YOUR PASSWORD AND YOU SHOULD NEVER GIVE IT TO ANYONE UNLESS YOU KNOW THEM AND WANT THEM TO HAVE ACCESS TO YOUR ACCOUNTS.

3. Business Days. Our "Business Days" are Monday through Friday, excluding federal holidays.

ONLINE BANKING SERVICE

4. Fund Transfers and Account Information.

1. Online Banking/Mobile Banking Services. Online Banking may be used to accomplish a thru h and Mobile Banking to accomplish a, b and g thru i only:

a) view current balance information and several months of transaction information for your Accounts;

b) transfer funds between your Accounts that are checking, savings, loans, or money market;

c) order a new supply of checks

d) establish account reminders and alerts to be sent by email or to a mobile device

e) stop payment on certain items

f) import or export your Account information to and from Quicken or MS Money* financial management software.

g) transfer Money between your accounts at other Financial Institutions using External Transfer.

h) complete payments to individuals using PopMoney.

i) make a check deposit into a checking or savings account (restricted endorsement "Mobile Deposit Only" applies)

2. Fund Transfers - Authorization. You may transfer funds between your Accounts that are checking, savings or money market deposit accounts in any amount. When you request a fund transfer using Online Banking or Mobile Banking, you authorize us to follow the transfer instructions and transfer the funds from the designated originating Account to the designated recipient Account. The "Processing Date" is the date that the fund transfer is actually made and is normally the day you request such transfer.

However, if our data processing system is not functioning or accessible for whatever reason, your funds transfer may not be completed until the next day. We deduct the amount of your fund transfer from the designated originating Account on the Processing Date.

3. Sufficient Funds. You are responsible for making sure there are sufficient funds available when you provide instructions for a transfer of funds. We may refuse to act on your funds transfer instruction if sufficient funds are not available in your Account on the Processing Date. Funds transferred to the designated recipient Account will be deemed deposited on the Processing Date and will be available thereafter in accordance with our funds transfer availability policy.

4. Account Information. The Account balance shown will be current as of most recent update. The Account balance may reflect deposits still subject to collection or verification by us (and subject to being reversed) and may not reflect deposits or loans in progress, outstanding checks or payments, or other withdrawals, payments, credits, or charges.

USE OF ONLINE BANKING BILL PAYMENT SERVICE

You may use Bill Pay to pay bills. Bill Pay service is provided through Check Free Services, Inc. †, a third party Internet Bill Payment service provider that is not affiliated with Eclipse Bank. As used in this Agreement regarding the Bill Pay service, "Us" or "We" refer to Eclipse Bank and/or Check Free Services, Inc. † The following additional terms and conditions relate to your use of Bill Pay.

5. Account Requirements. In order to subscribe to Eclipse Bank's Online Banking with Bill Pay Service ("Bill Pay"), you must have previously enrolled as a Online Banking user and separately enroll for the Bill Payment service

6. Bill Pay Service.

1. Functions and Features. With Bill Pay you may:

- a) make current, future, or recurring payments to certain companies or individuals you select;
- b) make current, future, or recurring payments directly to your loan or credit accounts with us.
- c) create a link so that your biller's statement may be viewed from your bill pay service
- d) establish account reminders and alerts to be sent by email or to a mobile device
- e) make Bill Payments in any amount less than \$99,999.00 to each payee in a business day.

2. Payment Account. When you sign up for Bill Pay, you must designate a checking account with us as the account from which Bill Payments should be made (the "Payment Account").

3. Payees. You may designate payees through Bill Pay (each, a "Payee"). You must provide sufficient information about each Payee as requested from time to time to properly direct a payment to that Payee and permit the Payee to identify the correct account to credit with your payment. This information may include, without limitation, the name and address of the Payee and your account number assigned by the Payee. The Payee must have a United States payment address that can be verified in the ordinary course of business.

4. Authorization. When you schedule a bill payment using Bill Pay, you authorize Us to follow the payment instructions and transfer funds from your Payment Account with Us to the Payee. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Payment Account on the date you want Us to process your payment (the "Processing Date"). We reserve the right to refuse to make any bill payment.

7. How Bill Payments are Made, Changed, Canceled and Stopped. The 'Payment Date' is the date in which the payee is scheduled to receive the payment. The Payment date may be up to four business days after the date in which the payment is scheduled.

1. Method of Payment. You authorize Us to make the bill payments you request through Bill Pay in any one of the following ways. Bill payments may be sent through an electronic transmission to the Payee. Payees that receive electronic delivery will receive your payment information, including your account number, through a computer link. Bill payments may be made by a check mailed to the Payee. When more than one customer schedules a payment to the same Payee on the same date (which frequently happens), a consolidated check may be issued to the Payee with an accompanying paper list of each customer by name, each account number to be credited, and the amount of each payment. All checks are sent through the United States mail.

2. Repeating Payments. You may schedule a bill payment to be automatically initiated in a fixed amount on the same Payment Date at regular scheduled intervals (e.g. weekly, monthly, bi-monthly) by designating the bill payment as a "Recurring Payment". The date on which a bill payment is scheduled to be initiated is referred to below as the "Payment Date".

8. Scheduling Payments. To ensure that your bill payments arrive on time, you must schedule the Payment Date for each bill payment to be at least four Business Days before the Payment Due Date, not including any applicable grace period. This generally allows sufficient time for the Payee to receive and post your bill payment. The first available schedule payment date will be indicated by the service's date selection calendar. If the actual Due Date falls on a non-Business Day, you must select a date at least one Business Day before the actual Due Date. We are not responsible for postal delays or processing delays by the Payee.

9. Sufficient Available Funds. If sufficient funds are not available in your Payment Account on the day that the bill payment is presented for payment, the Bank reserves the right to return the payment back to the payee as unpaid. You agree to pay a non-sufficient funds service fee of \$34.00 per item up to 5 items daily and that the fee will be automatically debited to your Payment Account.

10. Our Liability for Failure to Make Payments. If we do not complete a transfer or payment to or from your account on time or accurately according to this Agreement, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable under any of the circumstances listed under "Bank's Responsibility for Processing Transactions" in the ERROR RESOLUTION NOTICE, INSTITUTION AND CUSTOMER below. Please review this section carefully as it also lists your liability for limiting the amount of loss due to unauthorized or fraudulent activity.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply, as appropriate, to your use of Online Banking, Mobile Banking and to Online Banking and Mobile Banking with Bill Pay.

11. Address or Banking Changes. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address phone number(s), and email addresses. Changes can be made within the application or by contacting Eclipse Bank at 502-671-4800.

12. Limits of Transfers from Accounts. Federal regulations limit the number of certain types of transfers from savings and money market accounts. Bill Pay is not allowed from a money market account or savings account. On money market and savings accounts, you are limited to six pre-authorized electronic fund transfers and telephone transfers, checks and point-of-sale transactions, per month. Each fund transfer through Online Banking or Mobile Banking from your savings or money market deposit Account is counted as one of the six transfers you are permitted each month. Your ability to transfer funds from certain Accounts is also subject to the Account Agreements. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers. We use the posting date when determining the number of transactions posted to your accounts.

13. Bank Fees for Service.

1. Fees. You agree to pay fees and charges assessed by the Bank for use of the Services as established from time to time according to the Bank's current fee schedule. Currently Eclipse Bank does not charge a fee for the Online Bank, Mobile Banking, or the Bill Pay services, but may at our discretion add a fee at any time. We will notify you first according to applicable law.

2. Authorization. You authorize Us to debit your Checking or Savings Account each month to obtain payment of applicable fees. You agree that such fees will be fully earned and non-refundable at the time payment is obtained. If sufficient funds are not available in your account to pay all such fees, you agree to immediately deposit funds to cover such fees or otherwise reimburse Us upon request.

3. Other Charges. Any fees for Bill Pay service are in addition to the service fees for insufficient funds and stop payments and to other Bank fees and charges that apply to your Accounts. A current fee

schedule is available by calling Eclipse Bank at (502) 671-4800. Third parties, such as Internet service providers and Payees, may impose other charges for which you are solely responsible.

14. Authorized Use of Service. You are responsible for keeping your password and Account data confidential. We and our service providers are entitled to act on instructions received using your Codes, and you agree that the use of your password will have the same effect as your signature authorizing the transaction or request for information. If you authorize other persons, including, without limitation, Designated Users for Business accounts, to use any of your passwords for any purpose or in any manner, your authorization shall be considered unlimited in scope, amount and manner and (to the extent permitted by applicable law) shall extend to such persons' designees, until you have notified Us in writing that you have revoked the authorization and changed your password, and you are responsible for any transactions made by such persons or their designees until you notify Us that transfers by that person are no longer authorized and We have a reasonable opportunity to act upon the change of your password.

15. Termination. Your enrollment in Online Banking, Mobile Banking, or Online Banking with Bill Pay will remain in effect until terminated by you or us.

1. By You. You may terminate your use of Bill Pay at any time by calling Eclipse Bank. Your notice must be received at least ten (10) days prior to the date on which you wish to have Bill Pay terminated. You may be required to put your request in writing. If you have scheduled bill payments with a Processing Date within this ten-day period, you also must separately cancel those bill payments. If you have not otherwise canceled a bill payment, you will be responsible for each bill payment with a Processing Date during the ten (10) days following receipt of your written notice of termination. You may terminate your use of Online Banking service at any time by calling Eclipse Bank at (502) 671-4800 or writing to Eclipse Bank, Attn: Retail Banking, 3827 Shelbyville Road, Louisville, KY 40207 or by e-mail at eclipseonline@eclipsebank.com.

2. By Bank. We may terminate your use of Online Banking, Mobile Banking, or Online Banking with Bill Pay, in whole or in part, at any time without prior notice. We will try to notify you in advance, but We are not obligated to do so. If your Bill Pay Service is not used for three consecutive months we reserve the right to cancel your Bill Pay Service.

3. Effect. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. Termination will apply only to Online Banking, Mobile Banking, or Online Bill Pay and does not terminate your other accounts or your relationships with us. We recommend that you cancel any scheduled and recurring payments prior to notifying Eclipse Bank that you are discontinuing participation in the Online Banking, Mobile Banking, and Bill Pay services.

16. Disputes. In the event of a dispute regarding Online Banking or Online Bill Pay, you and the Bank agree to resolve the dispute by the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

17. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANT ABILITY OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, IN CONNECTION WITH THE SERVICES. WE CANNOT AND THEREFORE DO NOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF THE SERVICES WILL BE OPERATIONAL AND AVAILABLE AT ALL TIMES. YOU AGREE THAT WE ARE NOT RESPONSIBLE FOR ANY ERROR, DAMAGE OR OTHER LOSS YOU MAY SUFFER DUE TO THE MALFUNCTION OR MISAPPLICATION OF ANY SOFTWARE OR SYSTEM YOU USE, INCLUDING, WITHOUT LIMITATION, ANY WEB BROWSER, ANY INTERNET SERVICE PROVIDER, OR ANY EQUIPMENT YOU MAY USE, INCLUDING, WITHOUT LIMITATION, TELECOMMUNICATIONS FACILITIES, COMPUTER HARDWARE AND MODEM. YOU AGREE, TO**

THE EXTENT ALLOWED BY LAW AND EXCEPT AS PROVIDED ELSEWHERE IN THIS AGREEMENT, THAT OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF USE OF ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT OR BY REASON OF YOUR USE OF OR ACCESSING THE SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN ANY ACTION AT LAW BASED ON CONTRACT, TORT OR WARRANTY. IN NO EVENT SHALL THE LIABILITY OF THE BANK AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES. YOUR OBLIGATIONS UNDER THIS PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

18. Information Recording and Disclosure of Account Information. The information and email messages you enter into Online Banking, Online Bill Pay and telephone conversations may be recorded to document instructions and for training. However, we are not obligated to do so and may choose not to record information. By using the services you consent to such recordings. We will disclose information about your Accounts or the transfers you make in accordance with our Privacy Policy and Notice provided pursuant to the Gramm-Leach-Bliley Act of 1999.

19. Periodic Statements. All of your fund transfers made through the Services will appear on the periodic statement for each Account, as applicable. You agree that we will not furnish you any other notice of fund transfers you initiate.

20. Amendments. You agree to be bound by any amendments or modifications to this Agreement, at our sole discretion. In most cases a notice will be sent to you prior to the amendment or modification at your last known address contained in our records or posted in the lobby or on our website. Where prior notice of a change in terms is required by applicable law, we will send the notice to you the required number of days in advance of the effective date of the change. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to the Services. Failure to cancel the Services by the effective date or use of the Services after the effective date shall conclusively constitute your acceptance of the change.

21. Electronic Communications. You agree that We may send all notices, disclosures, amendments and other communications regarding this Agreement or the Services to you by electronic mail. You further agree that procedures and requirements of the Services may be incorporated as part of our website and communicated to you through the Services. To the extent permitted by Applicable Law, you agree that each such communication will be binding and enforceable to the same extent as if it were delivered to you in writing by mail or in person.

22. Entire Agreement; No Waiver. This Agreement is the complete and exclusive agreement between you and Us related to the Services and supplements any other agreement or disclosure related to your Accounts, and there are no other understandings or agreements relative hereto which are not fully expressed herein. In the event of a conflict between this Agreement and any other agreement or disclosure related to your Accounts, or any statement by our employees or agents, or any service provider, this Agreement shall control with respect to the Services. No delay or omission by Us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. No waiver shall be valid unless in writing signed by us.

23. Assignment. You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties.

24. Governing Law; Compliance. This Agreement shall be governed by and construed in accordance with the laws of the United States, and to the extent not inconsistent therewith, the laws of the state of Kentucky, without regard to that state's rules regarding conflict of laws (collectively, "Applicable Law"). You agree that you will use the Services only in accordance with applicable law.

25. Ownership of Website. The content, including, without limitation, all information, text, graphics, and design, of our website is the property of and copyrighted by Eclipse Bank, and any unauthorized use, reproduction, linking or distribution of any part of the website is strictly prohibited. Your use of the Eclipse Bank website is governed by the Terms and Conditions, which is found at www.eclipsebank.com. Please read it carefully, as you agree to be bound to its terms.

26. Severability. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement and the remaining portions shall remain in full force and effect.

CONSUMER USERS ONLY

ERROR RESOLUTION NOTICE, INSTITUTION AND CUSTOMER

In Case of Errors or Questions About Your Electronic Fund Transfers. Contact us by telephone at 502-671-4800, or write to us at Eclipse Bank, Attn: Retail Banking, 3827 Shelbyville Road, Louisville, KY 40207 or e-mail us at eclipseonline@eclipsebank.com as soon as you think your statement is wrong or if you need more information about a fund transfer listed on your statement. NOTE: E-mail to any other address shall not be considered notice to us. We must hear from you no later than 60 days after We sent the FIRST statement on which the problem or error appeared.

Tell us your name and Account number. (Remember, because e-mail may be intercepted by third parties We do not recommend forwarding any confidential information, such as your account number, via e-mail.)

Describe the error or the fund transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error. If you contact us orally, We may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after We hear from you and will correct any error promptly. If We need more time, however, We may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If We decide to do this, We will credit your account within ten (10) Business Days (5 business days if involving a Visa point-of sale transaction processed by Visa or 20 Business Days if the transfer involved a new accounts 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 ten (10) Business Days, We may not credit your account.

We will tell you the results within three (3) Business Days after completing our investigation. If We decide that there was no error, We will send you a written explanation within three (3) Business Days after We finish our investigation. You may ask for copies of the documents that We used in our investigation.

Unauthorized Transactions.

You should notify us immediately if you believe any of your passwords have been lost or stolen or that someone has transferred or may transfer money from your account without your permission. You can contact us by telephone at 502-671-4800, or write to us at Eclipse Bank, Attn: Retail Banking, 3827 Shelbyville Road, Louisville, KY 40207 or by e-mail at eclipseonline@eclipsebank.com NOTE: E-mail to any other address shall not be considered notice to us.

Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe any of your Passwords have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit.

If you tell us within two (2) Business Days, you can lose no more than \$50 if someone used any of your Passwords without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of any of your Passwords, and We can prove We could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if We can prove that We could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, We will extend these time periods.

Bank's Responsibility for Processing Transactions. 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 losses or damages. There are some exceptions to the Bank's liability for processing transactions on the Accounts.

We will not be liable, for instance, if:

through no fault of ours, you do not have enough money in your Account to make the transfer;

the transfer would exceed any permitted overdraft line you have with us;

circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, interruption of telephone or Internet service or telecommunication facilities, or natural disaster) prevent the transfer, despite reasonable precautions that We have taken;

the funds in your Account were subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;

your account is closed or has been frozen or blocked;

you have not properly followed the instructions for using the Services or any software;

your operating system or software was not properly installed or functioning properly;

you are unable to access your Account or the Services due to Internet facility or service provider delays or other problems; or

any electronic terminal, telecommunications device, or any part of the system or any software was not working properly and you knew about the breakdown when you started the transfer.

There may be other exceptions stated in the Account Agreement.

BUSINESS USERS ONLY

Commercially Reasonable Security Procedures. By using Online Banking, you agree that the security procedures set forth in the User ID and Password section above constitutes a "commercially reasonable" security procedure for the verification of the authenticity and accuracy of transactions initiated through the Services. You authorize us and our service provider to rely and act upon any transactions or inquiries initiated through the Services using the Passwords and security questions and will be responsible for any such transaction or inquiry that is processed in good faith.

Unlawful Internet Gambling Enforcement Act of 2006 (Act). You agree not to processed payments through our services for Internet gambling transactions restricted by the Act. Our policies and procedures established in accordance with those regulations provide that we will notify proper enforcement agencies if we learn that you have processed payments through our services for Internet gambling transactions restricted by the Act.

* Eclipse Bank does not guarantee and is not responsible or liable for the failure of these products or services. Any warranties relating to these software products and services shall be provided exclusively by Microsoft Corporation and/or Intuit Inc. (not Eclipse Bank). Quicken® is registered trademarks of Intuit Inc.; MS Money® is a registered trademark of Microsoft Corporation, both used with permission.

†Check Free Services Inc is registered service marks of Fiserv, Inc, used with permission.