



Online Banking and Bill Payment Application

First Name	Middle Initial	Last Name	
Address	City	State	Zip Code
Home Phone	Work Phone	Date of Birth	Social Security Number
E-Mail Address			

SmartLink allows you to access multiple accounts. Please indicate below the account number(s) you would like to access.

Account Type (Checking, Savings, etc)	Account Number	Inquiry Only

ATTENTION: YOU WILL BE PROMPTED TO CHANGE YOUR USERNAME & PASSWORD UPON FIRST LOGIN

TEMPORARY USERNAME:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Temporary Username must be at least six characters. You will be prompted to change your Username upon first login.

TEMPORARY PASSWORD:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Temporary Password must total 8 to 15 characters, must include 2 letters and 2 numbers, all lower case. You will be prompted to change your Password upon first login.

I agree that the use of SmartLink Banking will be governed by the rules and regulations set forth by Clear Mountain Bank, as amended from time to time, that are applicable to the SmartLink Banking program. I have read the Online Banking Services Agreement and agree to its terms.

* I have read and agree to the terms of the Authorization Agreement for Bill Payment (see page 2), if applicable.

Please allow up to 2 business days after initial application for your SmartLink Banking to be set up.

Applicant's Signature

Date

FOR BANK USE ONLY!	
Port: _____	Branch: Choose Branch
Name Line: _____	
Approval Date: _____	Approved By: _____



Authorization Agreement for Bill Payment Service

SmartLink's bill payment service allows you to schedule bill payments to third party payees on line. Subject to certain limitations, terms and conditions, you can arrange for the payment of your current, future and recurring bills from the checking accounts that are currently accessible on your SmartLink account. Clear Mountain Bank will make arrangements through a bill payment provider to have the bill paid from your account through an automated clearinghouse network or by a paper check. Payments delivered over an automated clearinghouse network are governed by the rules and performance standards of that network.

By signing herein related documents, you authorize Clear Mountain Bank and its bill payment provider to follow the payment instructions you provide online for your designated payees. Although you may request payments at any time, 24 hours a day/ 7 days a week, payments are not final at the time we receive your instructions.

Payments can only be scheduled to take place during normal business hours. All payment requests transmitted on a non-business day, or after Clear Mountain Bank's daily cut-off time (typically 6:00 P.M. EST), will not be sent out to the bill payment provider until the following day. Sufficient lead times for payments are necessary. You should allow at least 5 business days for payees to receive your payments after you transmit your request.

You must provide sufficient information about each payee as we may request 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, but is not limited to, the name, address, and phone number of the payee and your payee account number. If any account number or identifying information changes, or if you want to stop or change payments, you must notify us before we have started processing the transaction. You agree that Clear Mountain bank and its bill payment provider may obtain information regarding your payee accounts as needed to facilitate proper handling and crediting of your payments. Unless you request otherwise, all checking accounts accessible on your SmartLink account will be made available for the bill payment feature. However, not all types of checking and deposit accounts qualify for the bill payment service. For instance, you may not be able to designate accounts that require more than one signature for withdrawals. Additionally, the service is currently only available for checking accounts and not other types of deposit accounts such as savings accounts.

Clear Mountain Bank is not obligated to make requested payments unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill. If your account is closed or restricted for any reason, your accessibility to the automatic bill payment feature may be automatically terminated. If your bill payment service is not used for more than 3 months it may be automatically terminated. Clear Mountain Bank and its bill payment provider reserve the right to terminate or suspend your use of bill payment services at any time.

SmartLink bill payment is a free service to personal account customers.

If you have given someone your identification number and password or other means of access, you are responsible for all transactions undertaken by that person, even if the person exceeds his or her authority. You must notify us in writing if you wish to terminate such a person's ability to access your account and give us a reasonable period of time to act upon such notice.

Transactions initiated under the bill payment feature are subject to the terms and conditions of any other deposit account agreement you have entered into with Clear Mountain Bank as well as any notices, disclaimers, waivers, or agreements posted on the SmartLink website.

By signing this document, you acknowledge that you have read this Authorization Agreement and agree to its terms and that you are authorized to make transactions on the account referenced herein.

On-Line Banking Services Agreement and Disclosures

Please read this On-Line Banking Services Agreement and Disclosures ("Agreement") carefully as it sets forth the terms and conditions which govern the SmartLink on-line banking services for your Clear Mountain Bank account(s). If you would like a hard copy of this Agreement, please print a copy or contact Clear Mountain Bank's customer support at (304) 379-2265 to request a copy.

1. General Terms/Definitions

This Agreement states the terms and conditions that govern your use of Clear Mountain Bank's on-line banking services, and any applicable software products and associated documentation we may provide through those websites or to use the products, services or functionality offered through those websites ("Software") (collectively, "SmartLink"). As used herein, the terms "Bank," "us," "we," or "our" means Clear Mountain Bank, or any affiliate of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of SmartLink; and the terms "you" or "your" means (1) an individual or entity that is the owner of an account or a party-in-interest to an account or (2) an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account.

2. Agreement; Online Service

This Agreement is in addition to, and does not supplant or replace any other agreement you may have with Clear Mountain Bank, including any and all addendums, attachments, and exhibits to those agreements, and as such agreements may be amended from time to time. In order to be eligible to use SmartLink, you must have at least one qualifying Clear Mountain Bank account. Except as specifically set forth below, the terms and conditions of any documents governing your account(s), including all disclosure documents, shall remain in full force and effect regarding your account(s) with us, including any restrictions as to funds availability, stop payment orders, and all other terms of those agreements. If you choose to use products or services such as bill pay, mobile banking, remote capture or other products and services which may be offered through SmartLink, you agree to the additional terms and conditions in any separate agreements and disclosures governing the use of any such products and services. When any transfer, payment or online service generates items to be charged to any of your Clear Mountain Bank accounts using SmartLink, you agree that we may debit any of your accounts without requiring your signature on the item and without prior notice to you.

When you use or access, or permit any other person(s) or entity to use or access SmartLink, or download or use any Software, you agree to the terms and conditions of this Agreement and that no signature by you is required on this Agreement. We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the sites within SmartLink (the "Site(s)"). Please access and review this Agreement and the Site(s) regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of SmartLink. Your continued use of SmartLink after we have made such changes available will be considered your acknowledgement of, and agreement to, the change(s).

SmartLink is an online financial services website offering a variety of content, products and services. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable, limited and revocable right to access and use SmartLink as well as any Software in object code.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of SmartLink, or use SmartLink to develop similar functionality; (b) copy any portion of SmartLink, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of SmartLink or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on SmartLink; or (e) otherwise exercise any other right to SmartLink not expressly granted in this Agreement. We, or our licensors, own all right, title and interest in and to SmartLink. No license or other right in or to SmartLink is granted to you except for the rights specifically set forth in this Agreement.

3. Limits on Online Funds Transfers.

You must have enough available funds or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

We may implement limits on the number or amount of transactions you can make using SmartLink. We also reserve the right to limit or suspend your access to SmartLink as we deem necessary for security or other reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, may be limited to the maximum number of transactions permitted in any specified period as set forth in any separate agreements and disclosures governing such accounts.

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer, we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize.

If we do not make a transfer, or if we reverse a transfer, because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms of the agreement governing the account from which you made, or attempted to make, the transfer.

4. Computer Equipment; Browser Access and Internet Services; Security

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use SmartLink. This responsibility includes, without limitation, your utilizing and maintaining up-to-date web-browsers and access devices and effective, up-to-date commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. If you choose to utilize mobile banking applications, you agree that you are responsible for all data access fees, text messaging fees, or any other fee related to accessing or receiving your account information via mobile devices. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and mobile devices, and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access SmartLink, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested SmartLink for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider, and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

No one from Clear Mountain Bank will contact you, by any means, in order to request your username, password, PIN, nor any other account information or information relative to accessing your online account(s). If you are contacted in any way, and this information is requested of you we strongly encourage you to (1) not release any such information; and (2) please notify us immediately, at 304-379-2265. If the communication was by email, please forward it to us at support@clearmountainbank.com.

5. Passwords

We may, at our option, change the parameters for the password (including PINs, Access Codes, etc.) used to access SmartLink ("Password") without prior notice to you, and if we do so, you will be required to change your password the next time you access SmartLink. To prevent unauthorized access to your accounts and to prevent unauthorized use of SmartLink, you agree to protect and keep confidential your account number, PIN, User ID, Password, or other means of accessing your accounts via SmartLink. The loss, theft, or unauthorized use of your account numbers, PINs, User IDs, and Passwords could cause you to lose some or all of the money in your accounts, plus any amount available under your overdraft protection credit line. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your account numbers, PINs, User IDs, and/or Passwords to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use SmartLink to access or use your account numbers, PINs, User IDs, Passwords, or other means to access your accounts, you are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by such person(s) or entity. If you believe someone may attempt to use or has used SmartLink without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 304-379-2265.

For business accounts, you assume all risks and losses relating to access to, and transactions performed from and to, your accounts by any person who obtains login credentials to gain access to your accounts through SmartLink. You are responsible for determination of which accounts each user has access to, and the types of transactions, including dollar limits, each person has with respect to your business accounts. The responsibility is yours to revoke privileges when access to your account(s) becomes unauthorized for any reason. For instruction on how to properly setup your user accounts, please contact us by telephone at 304-379-2265 or by email at support@clearmountainbank.com. You agree to inform us immediately if a person with access to a User ID or Password leaves the employ of, or no longer has a relationship with, the entity to which that User ID or Password has been assigned.

6. Notices

If you, or your company, choose to receive your statements electronically, you agree all notices or other communications which we may be required to give you arising from our obligations under this Agreement or SmartLink may be sent to you electronically to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us or in any other manner permitted by law.

7. Unauthorized Transactions

Tell us immediately if you believe your User IDs or Passwords have been lost, stolen, or otherwise compromised or used without your permission. Quickly telephoning us is the best way of reducing your possible losses in the case of a lost, stolen, or compromised User ID or Password. You may call us at 304-379-2265, or email us at support@clearmountainbank.com or write to Clear Mountain Bank, P.O. Box 205, Bruceton Mills, West Virginia 26525.

8. New Features

We may, from time to time, introduce new features to SmartLink or modify or delete existing features in our sole discretion. We will notify you of any of these changes to features if we are legally required to do so. By using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

9. Online Service Fees

General access to SmartLink is currently provided to you at no additional cost. However, you may incur fees if you use or obtain some of the products or services available through SmartLink. To learn more about such fees, please refer to the specific terms and conditions applicable to each product or service. We reserve the right from time to time to add or modify charges and will notify you when we do so.

10. Limitation of Liability; No Warranties

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF SMARTLINK, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF SMARTLINK IS AT YOUR SOLE RISK AND THAT SMARTLINK AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT SMARTLINK WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO SMARTLINK AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

11. Other Agreements

In addition to this Agreement, you agree to be bound by and comply with such other written requirements as we may furnish to you in connection with either this service or products which may be accessed via this service, including, but not limited to, all account agreements, service agreements (which govern products and services such as bill pay, mobile banking, remote capture and the like), end user license agreements, and with all applicable State and Federal laws and regulations. To the extent there is a conflict between the terms of this Agreement and your applicable account agreement, service agreement or any end user license agreement ("EULA") provided in conjunction with your use of the Software, the terms of your account agreement, service agreement, or EULA, as the case may be, will control except as may be otherwise stated herein.

12. Termination; Availability

We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to SmartLink, in whole or part, at any time for any reason without prior notice. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of SmartLink and delete any applicable copies.

We reserve the right to determine, in our sole discretion and in compliance with applicable State and Federal law, your eligibility for any product or service offered through SmartLink.

13. Disputes

In the event of a dispute arising under or relating in any way to this Agreement or to SmartLink provided under this Agreement, you and we agree to resolve this dispute by looking to 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.

14. Indemnity

You acknowledge and agree that you are directly responsible for your conduct while using SmartLink and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of SmartLink or the use of SmartLink by anyone using your account number, PIN, User ID or Password, or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

15. Records; Communications

Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us and, in the absence of manifest error, will be binding and conclusive.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Site or electronic mail is on a non-confidential basis and we may use such communication or material for any purpose consistent with our Privacy Policy and applicable law. We are entitled, but not obligated, to monitor, retain and review all communications, including those by telephone, e-mail and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of SmartLink.

If you provide us with your phone number, including cell phone number, as a contact for any of the products or services offered through SmartLink, you agree that we may call that number with service messages, including calls via an auto dialer or prerecorded calls, notwithstanding any state or federal law or regulation that would otherwise prevent us from engaging in this activity without your consent.

You agree that you will not transmit any transactional instructions to us using electronic mail. You acknowledge that we will not act upon orders or instructions transmitted through electronic mail and that we may not be in a position to respond to your communications sent by electronic mail within the time frame contemplated by you.

16. Site Links

The Sites may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

17. Risk Of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any initiated transaction(s) that were in the process of completing or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

18. Account Information

Account information provided to you as part of SmartLink is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. SmartLink information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

19. Our Right to Review Funds Processing

As a sender of instructions to transfer or collect funds using SmartLink, you acknowledge and agree that we may delay or cancel the execution of your online instructions and/or charge back the amount of any credit to the applicable account as we determine in our discretion or claim a refund from you for such amount for various reasons including fraud, duplicate payment, incorrect amount or incorrect recipient.

20. Times

All times used by us reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any instructions to us sufficiently in advance to eliminate the possibility of missing any applicable cutoff times we may have.

21. Choice of Law/Successors; Waiver; Severability

This Agreement and its enforcement shall be governed by the laws of the State of West Virginia, without regard to any choice of law provision, and shall be binding on and inure to the benefit of your and our successors, assigns, heirs, executors, and personal representatives. The account(s), products and services accessed via SmartLink shall be governed by the terms and conditions of the applicable account agreements and/or agreements which specifically set forth terms and conditions related to products and services accessed via SmartLink.

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.