

# South Georgia Banking Company

## Electronic Records & Signatures Agreement

(Effective: October 22, 2019)

Please read this **Electronic Records & Signatures Agreement ("Agreement")** thoroughly. It contains important information about your legal rights. This Agreement covers all of your accounts, products, and services with South Georgia Banking Company and its affiliates (collectively, "we", "us", "our", and "the bank") accessible, either currently or in the future, through Online Banking (whether accessed through a personal computer or mobile device, sometimes referred to as "Mobile Banking"), our websites, or other electronic means. This includes, but is not limited to, the following account, product, and service types: checking accounts, savings accounts, and other services. The words "I", "you" and "your" mean each account holder, product owner and/or service user identified on an account, product or service.

### **Your Legal Rights**

Certain laws and regulations require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first present this Agreement and obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your account, product or service, subject to applicable law. Since certain of our accounts, products or services are provided online and use electronic means to deliver some of this information, you must consent to this Agreement in order to use these services. At times, we may still send paper communications, but as a basic proposition we need to know that you are willing to receive communications electronically that we may otherwise be required to provide on paper and that you have the hardware and software needed to access to this information.

### **Joint Accounts**

If your account(s) is/are owned jointly with another person, either one of you may consent to receive or withdraw consent for electronic communications. Such consent to access eStatement shall apply to all owners. A notification email to one owner of a joint account is considered notice to all owners.

### **Types of Electronic Communications You Will Receive**

You understand and agree that we may provide to you in electronic format only, by posting the information on the website where you access your accounts, products or services, through e-mail (if applicable and if you have provided a valid e-mail address), or other electronic means, agreements, disclosures, notices, and other information and communications regarding your accounts, services and products, the use of our websites or our other electronic services, your relationship with us, and/or other programs, products or services that are or may be in the future made available to you (collectively, "Communications"). Such Communications may include, but are not limited to:

- This Agreement and any updates;
- The Online Banking Service Agreement, other service or user agreements for access to our websites or other electronic services, all updates to these agreements and all disclosures, notices and other communications regarding transactions you make through websites or our other electronic services;
- Disclosures, agreements, notices and other information related to the opening or initiation of an account, product or service including, but not limited to, account agreements, fee schedules or other disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations;
- Periodic, annual, monthly, account, or other statements, disclosures and notices relating to the maintenance or operation of an account, product or service including, but not limited to account information, account activity, account inactivity, payments made or due, or other statements, disclosures or notices that may be required by the Truth in Savings Act, Electronic Fund Transfer Act, the Gramm Leach Bliley Act, or other applicable federal or state laws and regulations;
- Any notice or disclosure regarding an account, product or service fee, such as an overdraft fee, an overdraft protection fee, returned item fee, returned deposit item fee, dormant account fee, excessive activity fee, or a stop payment fee;
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions applicable to accounts, products or services you obtain from us;
- Our Privacy Policy and other privacy statements or notices (by posting such notices on our website);
- Messages via the Message Center in South Georgia Banking Company's Online Banking; and
- Certain information or forms that we request from you and ask you to submit electronically.

Delivery of some communications in electronic form does not require South Georgia Banking Company to deliver all communications of a particular type electronically.

### **Types of Communications You Will Receive in Paper**

This Agreement does not apply to any communications that we determine, in our sole discretion, that we are required to deliver in paper form under applicable law or that you should receive in paper rather than electronic form.

Such communications shall be mailed to the primary address we show for you in our records or otherwise delivered as required by law or the governing agreement.

### **Hardware and Software Requirements**

In order to access, receive, and retain the communications, you must provide, at your own expense, an Internet connected device that is compatible with South Georgia Banking Company's Online Banking, access to email, and recommended software. While you may be able to access and retain the Communications using other hardware and software, we currently support the following minimum requirements:

For Online Banking through a personal computer:

The product is best viewed using:

- An operating system, such as:
  - Windows 7, Windows 8, or Windows 10
  - Macintosh OS X 10.3.5
- Access to the Internet and a compatible Internet browser, such as:
  - For PC using Windows 7, Windows 8, or Windows 10
    - Internet Explorer 11 or higher
    - Firefox 67 or higher
    - Chrome 74 or higher
  - For Macintosh using OS X 10.3.5 Browsers:
    - Safari 12.1 or higher
    - Firefox 67 or higher
    - Chrome 74 or higher

Most Communications provided within our websites are provided either in HTML and/or PDF format. For Communications provided in PDF format, Adobe Reader 5.0 or later versions is required. A free copy of Adobe Reader may be obtained from the Adobe website at [www.adobe.com](http://www.adobe.com).

Your internet web browser must be capable of supporting 128-bit SSL encrypted communications, and your system or device must have 128-bit SSL encryption software.

By accepting this Agreement electronically, you confirm that you can access and retain information in the electronic form that will be used to provide the information that is the subject of this Agreement.

In certain circumstances, some Communications may be provided by e-mail. You are responsible for providing us with a valid e-mail address to accept delivery of Communications. At our option, we may also post the emailed Communications within our websites. In this situation, you agree that once we email the Communications to you and post them within our websites, that we have delivered the Communications to you in a form that you can retain.

To print or download Communications you must have a printer connected to your device or sufficient hard-drive or other storage space to store the Communications.

#### **How to Withdraw Your Consent**

If you do not want to receive electronic communications, you should not accept this disclosure and consent. If you do not consent to receiving electronic communications, you will not be able to receive electronic account statements or any other electronic communications from South Georgia Banking Company. Subject to applicable law, you may withdraw your consent to this Agreement by calling the appropriate customer service phone numbers listed on the Locations page of the South Georgia Banking Company website. For Online Banking contact the toll free phone number for bookkeeping on the Locations page of the South Georgia Banking Company website. You will not be charged a fee for withdrawal of your consent and resumption of paper communications.

For Online Banking, if you withdraw your consent to this Agreement, we may stop providing you with Communications electronically and we may terminate your Online Banking access. For electronic statements (e-Statements) if you withdraw your consent, we will provide your account statements to you at the U.S. Postal Service mailing address you provided to South Georgia Banking Company. Your withdrawal of consent is effective only after you have communicated your withdrawal to South Georgia Banking Company by calling the appropriate customer service phone numbers and South Georgia Banking Company has had a reasonable period of time to act upon your withdrawal. Your consent shall remain in force until withdrawn in the manner provided in this section. We may treat your provision of an invalid email address or the subsequent malfunction of a previously valid address or cancellation of participation in our online banking product as a withdrawal of your consent to receive electronic statements. Any withdrawal of your consent to receive electronic communications or electronic statements (e-Statements) will be effective only after South Georgia Banking Company has a reasonable period of time to process your consent withdrawal.

#### **Certain Notices From You Are Not Covered**

Applicable law or contracts sometimes require you to give us "written" notices. You must still provide these notices to us on paper. Your consent here does not relate to those notices.

#### **Obtaining Copies of Electronic Communications**

You may print or make a copy of Communications by using the "Print" button (or otherwise using your printing functionality) or saving a copy - do this when you first review the Communications because after submission we do not necessarily keep them all in a place that you can access. Upon request, we will provide you with a paper copy of any Communications provided electronically by us to you pursuant to this Agreement, provided we receive your request within 12 months after the date the Communication was first made available to you electronically. You may request a paper copy of these Communications by calling us at the appropriate toll-free customer service phone number for your account, product or service. Please refer to the Customer Service Page within the Online Banking or the "Contact Us" link on the South Georgia Banking Company website to find the appropriate customer service phone number.

Be sure to specify your account, service or product identification number, as applicable, the specific Communication for which you are requesting a paper copy, and the address to which it should be mailed. We may charge fees for paper copies of the Communications.

#### **Updating Your Contact Information**

In the event that your e-mail address, mailing address, telephone number, or other contact information is changed, you agree to notify us of any changes immediately through one of the following methods:

- To update your information through Online Banking you will access the Self Service tab within Online Banking and click "User Information". For security you should log in to Online Banking using a desktop browser to access this page; or
- Call the appropriate customer service phone number for your local South Georgia Banking Company branch and communicate the contact information changes; or
- Mail a signed communication detailing your requested contact information changes to your local South Georgia Banking Company branch.

The customer service telephone numbers and addresses for your local South Georgia Banking Company branch can be found on the Locations page of the South Georgia Banking Company website at [www.sgbconline.com](http://www.sgbconline.com).

If you fail to update or change an incorrect or invalid e-mail address or other contact information, you understand and agree that any Communications shall nevertheless be deemed to have been provided to you if they were made available to you in electronic form on our websites, e-mailed to the e-mail address we have for you in our records, or delivered through other electronic means.

It is your responsibility to notify South Georgia Banking Company of changes to your mailing address for U.S. Postal Service or other courier service delivery of communications, including but not limited to, disclosures, notices, and all year-end tax reporting documents.

#### **Statement Availability**

We will automatically turn off paper statements for your account(s) once you have enrolled for eStatement. You will access all future statements for your account(s) after enrollment through South Georgia Banking Company's Online Banking service. You will be able to download, review, and/or print your periodic account statements. eStatements will be available once you enroll for 38 months. In addition, you may access check images via Online Banking. You may download and save or print eStatements and check images for permanent retention. You can save copies of your eStatements to your hard drive or other media for viewing and printing at a later time by using the Save and Print buttons within Adobe Acrobat. If you need help printing or if you need a paper copy of your periodic account statement(s), contact your local South Georgia Banking Company branch at the phone number or address shown on the Locations page of the South Georgia Banking Company website at [www.sgbconline.com](http://www.sgbconline.com).

#### **Requesting a Paper Copy**

You may request a paper copy of any communication, including any periodic account statement, which has been delivered electronically. Paper copies may be obtained by contacting your local South Georgia Banking Company branch at the phone number or address shown on the Locations page of the South Georgia Banking Company website at [www.sgbconline.com](http://www.sgbconline.com). We will provide paper copies either in person, via fax, or via U.S. Postal Service or other courier. You will be charged the applicable fees set forth in the schedule of fees such as check copies/deposit slips or other credit items, research services, statement copy, and fax service. If you withdraw your consent for electronic communications or eStatements you will not be charged for initial paper copies provided to you in lieu of the electronic copies once the consent withdrawal becomes effective after South Georgia Banking Company has a reasonable period of time to process your consent withdrawal.

#### **Review of eStatements**

Your receipt of eStatements does not in any way alter your obligation to promptly review your periodic account statements. You must promptly access and review your eStatements and any accompanying items and notify us immediately of any error, unauthorized transaction or other irregularity. If you allow someone else to access your eStatements you are still fully responsible to review your eStatements and any accompanying items and notify us immediately of any error, unauthorized transaction or other irregularity. All provisions set forth in the account opening disclosures, subject to amendments/modifications thereto, including but not limited to the Account Agreement and the Electronic Funds Transfers (Regulation E) disclosures continue to apply.

#### **Retain Copies for Your Records**

We recommend that you print or download a copy of this Agreement Disclosure, the Online Banking Agreement, and all other Communications to retain for your permanent records; if you have not already placed a copy of our Privacy Policy in your records, you can obtain another copy of our privacy policy by clicking on the Privacy Policy link on the home page of the South Georgia Banking Company website at [www.sgbconline.com](http://www.sgbconline.com).

#### **Change in Terms**

South Georgia Banking Company reserves the right to change the terms and conditions of this agreement at any time, including the additional or deletion of eStatement services or other electronic communication services. Updates to this agreement may be posted on our website, sent electronically to you via Online Banking, sent to you via electronic mail, or sent to you by physical mail via the U.S. Postal Service or a courier.

We reserve the right to terminate this Agreement and your access to electronic communications, including but not limited to eStatements, in whole or in part, at any time, including, but not limited to when you have not logged on to use the Online Banking services for over 180 days.

If, after your acceptance of this Agreement, a change in the hardware or software requirements needed to access or retain electronic communications creates a material risk that you will not be able to access or retain a subsequent electronic communication that was the subject of this Agreement, then we will provide you with a statement of (1) the revised hardware and software requirements for access to and retention of the electronic communications, and (2) the right to withdraw your consent without the imposition of fees for such withdrawal and without the imposition of any condition or consequences that was not disclosed in this Agreement.

#### **Disclaimer of Warranty and Limitation of Liability**

You agree that the Bank shall not be held liable if you are unable to gain access to the website or the Online Banking service. You understand that some or all of the Online Banking services or our website may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond the bank's control.

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with electronic communications provided to you under the Agreement. We do not and cannot warrant that Online Banking, eStatement, or other services will operate without error or will be available at all times. Except as specifically provided in this Agreement or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the Online Banking, eStatement, or other services, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

#### **Proceed with Acceptance**

With your acceptance of this Agreement, you agree to accept periodic deposit account statements including important notifications that may appear on your statements, and other communications in an electronic format instead of our mailing you a monthly paper statement. You also agree that you have the necessary equipment for accessing and viewing electronic communications and you agree to notify us if you change your e-mail address or if you no longer want to receive statements electronically. You can still enroll at a later time within the Online Banking Service.

If you have inquiries regarding your account, please contact your local South Georgia Banking Company branch at the phone number or address shown on the Locations page of the South Georgia Banking Company website at [www.sgbconline.com](http://www.sgbconline.com).



## **ONLINE BANKING & BILL PAYMENT AGREEMENT**

(Effective: October 22, 2019)

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Agreement ("Agreement") and acknowledge its receipt and your understanding of its terms.

### **Introduction**

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at South Georgia Banking Company ("Institution", "we", "us" and "our") via our on-line Online Banking site(s) ("Online Banking"). As used in this Agreement, the terms "you" and "your" refer to each person signing an Online Banking Application.

### **Benefits of Online Banking**

Through Online Banking, you can manage eligible accounts from your home or office on a personal computer. Online Banking can be used to conduct any of the following online financial services:

Obtain balances and transaction histories on all eligible accounts enrolled in Online Banking (All account balances and transaction histories reflect activity through the close of the previous banking day);

Transfer money between eligible accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires); transfer money to pay Institution for overdraft protection, consumer loans, home equity loans, or certain other eligible loans; and pay bills to any merchant, financial institution or an individual with a U.S. address.

Institution may, from time to time, introduce new Online Banking Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

### **Security & Protecting Your Account**

We are strongly committed to protecting the security and confidentiality of our customer accounts information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access the Institution's Online Banking with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid Online Banking User ID and password to logon.
- If no action is taken for 10 minutes, you will be automatically logged off the Online Banking Service.

### **Requirements**

Online Banking is compatible with these browsers: for Win 7, Win 8, or Win 10 IE11.0 or higher, Fx 67, Chrome 74; for Mac OSX 10.3.5 Safari 12.1, Fx 67, Chrome 74; for iPad Pro (iOS 11) Safari 12.2; for Samsung Galaxy S9+ Chrome 74; for Google Pixel 2 Chrome 74; for iPhone X (iOS 11) Safari 12.2; for iPhone 8 (iOS 11) Safari 12.2, Chrome 74.

In addition to compatible software, you must have an Online Banking User ID, a password and maintain one or more of the following eligible accounts at Institution:

- Checking or Flat Fee Checking
- Student or Senior Checking + Interest
- NOW Account
- Money Market
- Business Checking
- Savings

### **Password**

Your password will give you access to Institution accounts via Online Banking. Institution is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and do not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Online Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).

### **Accessibility**

You can usually access Online Banking seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Online Banking or Bill Pay services may not be available due to system maintenance or reasons beyond Institution's control. Institution does not warrant that Online Banking or Bill Pay will be available at all times. When unavailable, you may use an automated teller machine ("ATM") or call our call office to conduct your transactions. All transfers completed after approximately 7 PM (Eastern Time), or on a non-business day, will be posted the following business day.

## **Fees and Charges**

There are no additional fees for accessing your account(s) through South Georgia Banking Company's Online Banking. The Bill Pay service fee will be \$6.95 per month. Corporate Cash Management will also have fees based on the services requested. You agree to pay all fees and charges for services provided under this agreement and authorize us to charge your designated account or any of your accounts when fees or charges are due. If you close your designated fee account, you must notify the Institution and identify a new payment account. Additionally, if you close all South Georgia Banking Company accounts, you must notify our Customer Service to cancel the Online Banking services.

## **Restrictions**

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using Online Banking. You may not gain, or attempt to gain, access to any Online Banking server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

## **Accessing the Service**

When you complete your Online Banking enrollment form, you will be given an opportunity to request a User I.D. and password. You will use the User ID and password to access both the Online Banking product and the Bill Pay product.

Each time you access the Service, you will be asked to enter your User ID and password. The correct responses will give you access to the Service.

## **Bill Payment Service**

This is your Bill Pay agreement with South Georgia Banking Company. You may use South Georgia Banking Company's bill paying service, Bill Pay, to direct South Georgia Banking Company to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

"You" or "your" means each person who signs the Bill Pay enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

## **HOW TO SET UP MERCHANTS/PAYMENTS**

When you sign onto the Bill Pay system you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. The Financial Institution reserves the right to refuse the designation of a Merchant for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Service when you schedule a Payment. The Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one or two (1 or 2) Business Days) or requires Payments be delivered by check (typically four or five (4 or 5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Service's Cut-Off Time shall be processed no earlier than the following Business Day. Currently, the Cut-Off Time is 4:00 p.m. Eastern Time. The Financial Institution is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

## **THE BILL PAYING PROCESS**

The Financial Institution will process variable payments on the business day (generally Monday through Friday, except Federal holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by the Financial Institution. Variable bill requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. The Financial Institution reserves its right to change the cut-off time by giving you notice if it changes.

FOR RECURRING PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28TH THROUGH THE 31ST OF A MONTH, YOU MUST SELECT THE OPTION OF "LAST BUSINESS DAY" FOR PROCESSING TO BE ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

YOU MUST ALLOW AT LEAST SEVEN (7) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is at least seven (7) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize the Financial Institution to debit your Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay Service.

The Bill Pay Service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:

1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
2. Circumstances beyond the control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances;
3. The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant. Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

#### RETURNED PAYMENTS

In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the Service is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment Account. You may receive notification from the Service.

#### LIABILITY

You are solely responsible for controlling the safekeeping of, and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a Merchant for a Bill Payment. The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent. In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

#### AMENDMENT AND TERMINATION

The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

#### FEES

The fee for the Bill Paying Service is \$6.95 per month, for an unlimited number of monthly payments.

#### Additional Bill Pay charges for customer requested services and other items

These charges will only be assessed if you request one or more of the services listed here.

- Return Check or ACH due to Subscriber Error.....\$ 35.00
- Proof of Payment .....\$ 15.00
- Stop Payment .....\$ 35.00
- Expedited Overnight Check Payments per item .....\$ 20.00
- Service Request (claims, archive retrieval, etc.).....\$ 30.00
- Expedited Same day Electronic Payment per item .....\$ 4.00

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

**Responsibility**

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibit withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or online financial services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or online financial services; (ix) you knew that Online Banking and/or the online financial services were not operating properly at the time you initiated the transaction or payment; (xi) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

**Unauthorized Transactions**

You should notify us immediately if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). If your password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner. You should contact us, or the bill payment provider, as applicable, as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared (If you notify us verbally, we may require that you send us your complaint or question in writing or electronically within ten (10) business days). If you fail to notify us within the sixty (60) day period after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you report a problem or discrepancy, please: (i) tell us your name and account number; (ii) describe the error or the transaction you are unsure about, and explain why you believe it is in error or what additional information you need; (iii) tell us the dollar amount of any suspected error; and (iv) for a Bill Payment, tell us the number of the account used to pay the bill, the applicable payee name and account number, the date the payment was sent, the payment amount and the payment reference number. Generally speaking, we will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of point of sale or international transactions, after we hear from you. However, we may take up to forty-five (45) days, or ninety (90) days in the case of point of sale or international transactions, to investigate your complaint or question. In this case, we may provisionally credit your account so that you have use of the money during the time it takes us to complete our investigation. If you fail to provide your complaint or question in writing within ten (10) business days of a request from us to do so, we reserve the right to not credit your account. If we confirm an error, we will correct your account record within ten (10) business days, or twenty (20) business days for new accounts. If we determine that there was no error, we will send you a written explanation within three (3) business days after we conclude our investigation and will debit any interim amounts credited to your account. You may request copies of any documents that we use in our investigation.

**Business Days**

For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Federal Holidays are not included.

**Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us written permission.

**Electronic Mail (E-mail)**

Because your e-mail is actually sent via your own software and, as a result, is not secure you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate online financial service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

**Disclosure of Information**

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

**Links to other Sites**

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

**Virus Protection**

Institution is not responsible for any electronic virus that you may encounter using the Online Banking Services. We encourage you to routinely scan your computer and diskettes using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

### **Damages and Warranties**

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online Banking or the use of the online financial services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus (es) Customer may encounter after installation of such software or use of Online Banking or the online financial services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Online Banking and the online financial services from their own sites and they make no representation or warranty that any information, material or functions included in Online Banking or the online financial services are appropriate for use by you in your jurisdiction. If you choose to use Online Banking and/or the online financial services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Online Banking, the online financial services, or contained in any third party sites linked to or from Institution's web site. INSTITUTION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY OR PERFORMANCE OF ONLINE BANKING, ON-LINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. INSTITUTION DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR-FREE OPERATION.

### **Indemnification**

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

### **Additional Remedies**

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

### **Termination and Changes in Terms**

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; and/or 3) update of our web site.

### **Applicable Rules, Laws, and Regulations**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of, the State of Georgia, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Tift County, Georgia, U.S.A. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

### **Assignment**

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party.

### **Integration**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

### **Severability**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

### **Waiver**

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

### **Force Majeure**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

### **Construction**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

**BY USING SOUTH GEORGIA BANKING COMPANY'S ONLINE BANKING YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.**