"INTERNET BANKING AGREEMENT AND DISCLOSURE"

BANK OF HAZLEHURST P O BOX 628 / 22 S TALLAHASSEE ST HAZLEHURST, GA. 31539

Introduction

This Internet Banking Agreement and Disclosure ("the Agreement") governs your use of the Internet Banking Services of Bank of Hazlehurst. By using our Internet Banking Services, you agree to all of the terms and conditions of this Agreement.

Please read it carefully and keep a copy for your records.

Definitions

You or Your - The person(s) subscribing to or using Internet Banking. We, Us, or Our - Refers to The Bank of Hazlehurst.

Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by us. Bill payments are processed on all business days that both the Federal Reserve Bank and the U.S. Postal System are operating and open for business.

Business Day Cut-Off- For posting purposes, the bank will process all transactions completed by 4:00PM Eastern Standard Time on that business date. Transactions completed after 4:00PM EST, including transfers, will be processed on the following business day.

Privacy Statement - We understand how important privacy is to our customers. We have taken steps to insure your privacy for your personal and financial dealings with us. Our customer privacy statement can be obtained on our website at www.bankofhazlehurst.com or at our Main Office location.

Internet Banking

Our Internet Banking consists of an online banking website that provides a complete array of financial services to our customers. This website has security features not found on our publicly accessible website. E-mail sent via the Internet Banking website will be protected. Requests e-mailed from the internet banking website may contain confidential information.

The Internet Banking system that is accessible by our customers, currently consists of:

- Account inquiries and balances
- Up to 12 months of historical transactions
- Secure e-mails
- Accounts transfers

- View detailed transactions
- Electronic statements
- Online check images
- Payments to our loan accounts
- E-Alerts
- Recurring or automatic transfers

For customers who select Bill Payment, these additional functions are available:

- One-time payments
- Occasional payments
- Recurring payments

For customers who select Commercial Cash Management, these additional functions are available:

• Initiate Automated Clearing House (ACH) debits and credits

Mobile Banking

The Mobile banking system will also allow you to access to your accounts, via a mobile device, using your assigned user ID and password to access the online banking service. You will be able to perform the following functions:

- Account inquiries and balances
- Up to 12 months of historical transactions
- Secure e-mails
- Accounts transfers
- View detailed transactions
- Electronic statements
- Online check images
- Payments to loan accounts
- Make Mobile Deposits
- E-Alerts

Recurring or automatic transfers

For customers who select Bill Payment, these additional functions are available:

- One-time payments
- Occasional payments
- Recurring payments

Enrollment Process

The Internet banking service requires that you complete the initial application process providing the information needed to enable the service. Upon initial log-on to the Internet banking service, you will be required to complete a security process on each computer you use to log-on to internet banking. Additional security measures are required for Cash Management customers. It is important that you keep us informed of your current e-mail address. You may update your e-mail address on record with us by choosing the "Profile Settings" tab and then "Online Banking" tab in Internet Banking.

Electronic Delivery of Disclosures

By accepting the terms of this Internet Banking Agreement and Disclosure, you certify that you are able and willing to accept disclosures and/or documents electronically, as follows.

We may offer periodic statements and certain other disclosures or documents in electronic format to our online banking customers. Other disclosures that we may send you in the future includes but is not limited to: deposit account disclosures (such as this Internet Banking Agreement), changes in account terms and fees, and privacy notices. We may also send you email correspondence or electronic messages on the Internet banking Web site regarding resolution of problems in your account. We may provide periodic statements and other disclosures in e-mail attachments or we may send you an e-mail that tells you where these disclosures can be viewed on our website.

You have a right to receive any of our disclosures and records in paper format. You may also withdraw consent to electronic delivery at any time. Additional fees may apply and certain products and services may be limited.

Please refer to the description of our deposit accounts and service charges to determine which fees may apply. If you have any questions, about products available, fees and service charges, please contact us at 912-375-4228.

To requests disclosures and records in paper format or to withdraw consent to electronic delivery you can:

• Call us at -912-375-4228

- Inform us in person at our banking location; or
- Send us a letter via U.S. mail to:

Bank of Hazlehurst Attn: Internet Banking

P.O. Box 628

Hazlehurst, Ga. 31539

Be sure to identify yourself and your accounts that you want withdrawn from electronic delivery authorization.

Prior to acceptance of electronic delivery of disclosures and/or documents, you should verify that you have the required hardware and software to access and retain them. You will need a:

Computer with an Internet browser that's Secure Socket Layer (SSL) compliant

Printer or storage medium for retention of the disclosures and/or documents, such as a hard drive

Retention may be electronic so long as the electronic record accurately reflects the information set forth in the disclosures and/or documents

If we revise hardware and software requirements to access and retain electronic disclosures, we will notify you of these changes and provide you a notice of your right to withdraw consent to electronic disclosure without the imposition of any fees.

Virus Protection

We are not responsible for any computer virus, problems or malfunctions resulting from a computer virus, or related problems that may be associated with the use of an online system. We recommend that you routinely update your virus software, apply all security patches for your operating system and install a firewall on your PC. We are not responsible for any errors or failures resulting from defects or malfunctions of the financial software. WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU REGARDING YOUR PC OR RELATED EQUIPMENT, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Log-On Security

Security is very important to the Internet Banking system. At the time you request the service, you will select a unique "User ID" and then choose a "Password" that will be used to gain access to the system. Before gaining access to any account information, each individual is authenticated by their User ID and Password, authentication phrase, and a series of questions and answers selected by you.

To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 10 minutes. This is to protect you in case you accidentally leave your computer unattended after you logged on.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a Password that is hard to guess. We suggest that you do not choose passwords that are easily identifiable with you such as a child's name or a pet's name. Keep your Password safe. Memorize your Password and never tell it to anyone.

You may consider changing your Password occasionally, such as every 30-60 days or you may change it at any time under the menu item "Options". However, your password will automatically expire every 90 days. You will be prompted ten (10) days before the expiration of your current password. A combination of alpha, numeric and special characters must be used in your password complexity with a minimum of eight (8) characters in the password.

User ID, Password and Security Device Safeguards

You agree to exercise reasonable care to safeguard your User ID, Password and Security Device, if applicable. It is your responsibility. Reasonable care includes, but is not limited to: not storing or writing any of this information with or on your computer, (do not write your Password down in your purse, wallet or in a computer file), and not allowing other individuals to conduct transactions using your User ID, Password or Security Device. If this happens, you should request a new one to prevent unauthorized use. We will not be liable for any losses resulting from you permitting other persons to use your Username, Password or Security Device to access the system.

Accounts

You may request to access any account on which you are a signer or owner. If you desire services that allow you to initiate payments or transfers from the account, you will need the required withdrawal authority over the account to be able to complete the transaction. By using the service, you agree to maintain one or more accounts with us and to keep sufficient balances in any account to cover any transaction and fees that are ultimately approved by or related to the system.

If the accounts added to the service are jointly held or have multiple signers, you agree that access to the information and all transactions initiated by the use of your User ID and Password are authorized unless we have been notified to cancel the service. Each joint account holder should have their own unique user ID and Password.

If your account has multiple parties who have the authority to withdraw funds, and you remove any of them from your account, you should notify the Internet Banking department at once to terminate that person's authority from Internet Banking. You may contact us, in person, at our banking location, by calling 1-912-375-4228 or by U.S. Mail at P.O. Box 628, Hazlehurst, Georgia 31539.

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item.

Fees for the Internet Banking Services

The Internet Banking service is available to our customers at no monthly charge. The Bill Pay service is available, with the first fifteen debits free and .45 per debit after 15/per cycle.

Cancellation of Internet Banking

Your Internet Banking may be canceled at any time by us, in whole or part, without prior notice due to insufficient funds in one of your accounts or other circumstances that may create an unanticipated liability to us. You will remain responsible for all transactions approved by the system prior to the cancellation, and for any other fees associated with the service. After cancellation, service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending

transfers or debits. In order to reinstate services, you must call our Internet Banking department listed below in the Errors and Questions section.

Balance Inquiries, Bill Payments and Transfers Limitations

You may use Internet Banking to check the balance of your accounts, to transfer funds among your accounts and to view check images. Money Market Accounts and Savings Accounts are subject to Federal Reserve Regulation D, which permits no more than six debits or transfers per statement cycle to another account of yours with us or to a third party. These transfers may be by means of preauthorized or automatic transfer or telephonic agreement, but no more than three of the six may be by check (applicable only to Money Market Accounts), ATM/debit card or draft payable to a third parties. Transactions not within these limitations may result in the closure of your account. Additionally, you may visit the bank to withdraw funds, have us mail you a check payable to you or withdraw money with your ATM card. These are not third-party transactions and are not limited; however, normal transaction fees will apply. There are no limits to the number of transfers or bill payments from your other Checking Account(s).

Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact our Internet Banking department.

Bill Payment Service

It is easy to pay bills online. Simply set up your Payees to schedule a payment. We are able to process payments to payees that have a U.S. Postal address. Payments to payees outside of the United States or its territories are prohibited. We do not process international payments (either via check or ACH). There is no limit to whom you pay or how many payees you may establish. The Bill Payment service will also allow you to see a history of all the payments made from your accounts.

Your enrollment in the Bill Payment service constitutes your agreement for the Bank of Hazlehurst third party provider to initiate ACH debits to your accounts and/or to draw paper drafts against your accounts.

A separate "Terms and Conditions" agreement must be acknowledged as part of the registration processes for bill payment services. Various fees, relating to the Bank of Hazlehurst bill payment services, are included in the agreement, as well as other disclosures.

Commercial Cash Management

In addition to the online banking features listed above, subject to bank approval, corporate customers can use our online Commercial Cash Management service to initiate and upload ACH debits and credits. A separate Automated Clearing House (ACH) agreement and enrollment form are required.

Our Liability for Failure to Make Transfers

It is our responsibility to process all transfers and bill payments properly initiated through the Internet Banking system in accordance with this Agreement. 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 and damages. However, neither we nor the Service Provider will be liable if:

Funds are not showing on the system's available balance in your account that is to pay for the bill or transfer at the time of transaction.

Funds are subject to legal process or other encumbrances restricting the payment or transfer.

You had knowledge of or questions about the possible malfunction of the system when you initiated the transaction.

Any information provided by you about the Payee is incorrect.

There are any delays in the handling of the payment by the Payees.

Natural disasters (fire, flood, tornado, etc.) or other uncontrollable circumstances (mail delays, power failures, etc.) prevent proper completion and delivery of transactions.

Other applicable laws and/or regulations exempt us from liability.

It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of Internet Banking or our service providers.

It can be shown that the delay was caused by unusual mailing delays by the U.S. Post Office.

Notice of Your Rights and Liabilities

Tell us AT ONCE if you believe your User ID or Password have been compromised, lost, stolen or used without your authorization. You could lose all the money in your account. Telephoning us at the number listed in the Error and Questions Section is the best way of limiting your possible loss.

If you tell us within two business days, you can lose no more than \$50 if someone used your User ID or Password without your permission. If you do NOT tell us within two business days after you learn of the loss, theft or compromise of your User ID or Password and we can prove we could have stopped someone from using it without your permission if you had told us, you could lose as much as \$500. Also, tell us AT ONCE if your statement shows transfers that you did not make or authorize. If you do not tell us within 60 days after that 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 you believe that someone has transferred or may transfer money from your account without permission, call or write us at the telephone number or address listed in this disclosure.

Errors and Questions

In cases of errors or questions concerning transactions completed with Internet Banking (including Bill Pay), do one of the following, as soon as possible:

- Telephone our Internet Banking Department at (912) 375-4228; or
- Write to Internet Banking Department; P O Box 628, Hazlehurst, GA 31539;

In cases of errors or questions concerning transactions other than those above, do one of the following, as soon as possible:

- Telephone Customer Service at (912) 375-4228; or
- Write to Customer Service, P.O. Box 628, Hazlehurst, Georgia 31539;

We must hear from you within 60 days after we sent you the first statement or notification in which the error or problem appeared. Please include the following information:

- Name
- Account Number and User Access ID
- Description of the error or what you are unsure about, plus an explanation of why you believe it is an error or why you need more information. Please include any reference numbers or descriptive language shown on the statement or receipt that will help us identify the transaction
- Tell us the amount of the suspected error.

For a Bill Payer error tell us:

- Account number used to pay the bill
- Payee name
- Date the payment was sent
- Confirmation number
- Payment amount
- Payee account number for the payment in question.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. We may take up to 20 business days if the transfer involved a new account. (An account is considered new for 30 days after the first deposit is made, if you are a new

customer.) If we need more time, however, we may take up to 45 days (90 days if the transfer was not initiated within a state or involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will notify you of the results of our investigation within 3 business days after it is finished. If we believe there was no error, we will notify you in writing. You may ask for copies of the documents that we used in our investigation. You will be liable to us for any amounts credited pending our investigation.

Disclosure of Account Information to Third Parties

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

- It is necessary to complete a transaction.
- To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
- To comply with a governmental agency or court order.
- If permission is given to us by you, which we may require to be in writing.
- Where otherwise required or permitted under state or federal laws and/or regulations.

Termination

You may terminate the use of Internet Banking by contacting us in writing by mail, e-mail sent through the Internet Banking website, or personal delivery to us. If your account is closed or restricted for any reason, Internet Banking accessibility will automatically terminate.

Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND BY THE INTERNAL LAWS (BUT NOT THE LAW OF CONFLICTS) OF THE STATE OF GEORGIA TO THE EXTENT APPLICABLE AND BY REGULATIONS OF ANY GOVERNMENTAL AGENCY HAVING JURISDICTION OVER US.

A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Amendments

Unless applicable law requires otherwise, this Agreement may be amended by us at any time by notice mailed to you at your last address known to us, or via electronic mail to your last e-mail address known to us, to be effective not less than 30 days after the date mailed. If you do not want to be bound by the amendment, you have the right to terminate the Account before the effective date of the amendment. Either you or we may terminate this Agreement at any time without notice to the other.

This Agreement will continue to govern matters relating to your Account whether such matters arise before or after termination.

Conflict with Clearing House Association Rules

If the terms of the Agreement conflict with the rules or operating guidelines of any clearing house association of which we are a member, the rules and operating guidelines of such clearing house association shall govern for all purposes.

Entire Agreement

This Agreement supplements any other agreements or disclosures related to your account(s).

In the event of a dispute regarding your Account, we will try to resolve this disagreement with you by looking to 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 will control. In the event of any disagreement hereunder or if conflicting demands or notices are made upon us relating to this Agreement, we may, at our discretion, refuse to comply with any claims or demands, or refuse to take any other action hereunder with regard to the subject matter of dispute so long as such dispute continues, and we may, at our discretion, pay the balance of the Account into the Registry of the Court for a judicial determination, and the parties with conflicting claims agree to pay our court costs and attorney's fees and, in any such event, we shall not become liable to any person for failure or refusal to act or for the dishonor or refusal of any items presented for payment. For the purposes of this paragraph, this Agreement shall include any written agreement between you and us relating to electronic funds transfer, to the extent such agreement relates to an Account subject to this Agreement.

Your use of Internet Banking is considered your acceptance of these terms and conditions. Please select the <u>AGREE</u> tab to confirm.

Bill Pay Agreement

Through Bank of Hazlehurst's Online Banking Service, you may use IBT's bill paying service to direct IBT to make payments from your designated checking account to the "Payees" 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 Bill Pay service allows you to schedule payments through your online banking system for current, future and recurring bills. You must designate a specific Bank of Hazlehurst checking account as your bill pay account, and bills will then be paid from this designated account subject to your available balance.

Setting Up Payees/Payments

If you want to add a new "PAYEE", select the "Payee" tab located in the service or speak to a service representative.

You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information.

Most other additions, deletions, or changes can be made in writing or by using the service.

You may pay any "Payee" with-in the United States (including U.S. territories and APO's / AEO's).

The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

The Financial Institution reserves the right to refuse the designation of a "Payee" for any reason.

Bill Pay Procedure

Single Payments – a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, which is controlled by IBT, is currently 4:00 PM EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

Single and Recurring Payments

The system will calculate the *Estimated Arrival Date* of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees".

Allow sufficient time for your payments

Any payments made with Bill Pay require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. All payments must be scheduled five (5) full Business Days in advance of the due date of your payment. Not all payees accept electronic bill payments. In the event that the payee for your scheduled payment does not accept payment via the electronic system, your payment will be made by mailing a paper check.

Joint Account Holders

Each Bill Pay account may consist of either one individual account holder, or multiple (joint) account holders.

Each account holder will need unique Bank of Hazlehurst Online Banking sign on credentials.

Joint account holders will share the same payee list.

The terms of this online banking agreement apply to all account holders enrolled in the Online Bill Pay program.

Either account owner may close the bill pay service.

Bill Pay Fees

You will be charged .45 per debit after 15/per cycle.

Liability

If you fail to schedule your payment according to the recommended time frame, Bank of Hazlehurst will not be responsible for the late fees or finance charges. We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges or late fees. Paper checks are mailed to the address you supply. Bank of Hazlehurst will not be responsible for processing incorrect information, which is supplied by you through the bill pay system, or for failure of the payment to process due to incorrect information. In addition, we will not be liable if any third party, through whom any bill pay is made, fails to properly transmit the payment to the intended payee. We will not be liable for indirect, special or consequential damages due to the use of Bill Pay.

Termination of Bill Pay

Bank of Hazlehurst reserves the right to terminate your use of Bill Pay at any time. If for any reason you should wish to terminate your use of Bank of Hazlehurst's Bill Pay, we recommend that you cancel all future bill payments and transfers.

Bank of Hazlehurst Mobile Deposit Terms & Conditions

- A. Description of the Bank of Hazlehurst Mobile Deposit Service. The Service enables you to use a Bank of Hazlehurst Mobile Deposit Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of certain Paper Items1 and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Addendum. "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:
- 1. Create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
- 2. Include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
- 3. Present or post any Electronic Item for which we are the Paying Bank.
- **B. Qualification.** In order to enroll in the Service, you must be designated as an authorized signer or owner of a The Bank of Hazlehurst Account (the "Account") that is eligible for this Service, and be approved by The Bank of Hazlehurst.
- **C. Conditions to Provision of the Service.** As conditions to Bank's provision of the Service, you shall (a) maintain the Account in good standing and comply with such restrictions on the Service as we may communicate to you from time to time.
- **D. FEES.** The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at The Bank of Hazlehurst from which fees for the Service will be debited (your "Billing Account").

Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

D.1. Hardware. In order to use the Service you must use the type of hardware that we designate. Any hardware that we provide to you free of charge will, at all times, remain the sole property of Bank of Hazlehurst. Upon termination of the Service, you must promptly return any hardware that we provided to you.

- **E. Creating and Transmitting Electronic Items to Bank of Hazlehurst.** You shall use hardware approved (Android & iPhone) by Bank of Hazlehurst to create electronic images of checks that you wish to deposit to your Account by means of the Service, and to transmit your Electronic Items to us.
- **F. Processing Your Electronic Item(s).** If you transmit your Electronic Item(s) to The Bank of Hazlehurst before the cut-off time we separately disclose to you (the "Cut-Off Time") on any Business Day2, we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) to us after the Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by the Bank when the Service generates a confirmation message.
- **G. Exception Items.** Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item via text message or phone call at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to The Bank of Hazlehurst under Paragraph J.
- H. Deposits to the Account. Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at the office where the Account is maintained.
- **I. Security Procedures.** Any individual authorized by you to access the Service (a "User") shall do so by entering a user name and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). From time to time, we may require you to use additional security and authentication procedures, as specified in the TERMS AND CONDITIONS OF SERVICE.
- J. Your Warranties to Bank of Hazlehurst. You represent and warrant to The Bank of Hazlehurst that:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT THE Bank of Hazlehurst PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS

FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY THE Bank of Hazlehurst IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

- J.1. You will use the Service only for Paper Items that are payable to, and indorsed by, you.
- J.2. You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.
- J.3. You will not submit any duplicate Electronic Items to us.
- J.4. You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.
- J.5. You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.
- J.6. You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us.
- J.7. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank of Hazlehurst is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- *Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- *Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- *Checks payable jointly, unless deposited into an account in the name of all payees.
- *Checks previously converted to a substitute check, as defined in Reg. CC.
- *Checks drawn on a financial institution located outside the United States.
- *Checks that are remotely created checks, as defined in Reg. CC.
- *Checks not payable in United States currency.
- *Checks dated more than 6 months prior to the date of deposit.

- *Checks or items prohibited by Bank of Hazlehurst's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Bank of Hazlehurst account.
- *Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- *Checks with any endorsement on the back other than that specified in this agreement.
- *Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- *Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

Errors. You agree to notify Bank of Hazlehurst of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Bank of Hazlehurst account statement is sent. Unless you notify Bank of Hazlehurst within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Bank of Hazlehurst for such alleged error.

- J.8. You will not store or make a back-up copy of the Electronic Item(s).
- K. Your Agreement to Indemnify Bank of Hazlehurst. You will indemnify, defend, and save harmless Bank of Hazlehurst, its parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph K, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):
- K.1. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or Security Credentials.
- K.2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum;
- K.3. The violation of any applicable law, statute, or regulation in the performance of your obligations under this Addendum;
- K.4. The Bank of Hazlehurst acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item or an illegible Electronic Item;
- K.5. Our presenting to Paying Bank an Electronic Item for payment; and
- K.6. Your failure to (i) securely maintain your hardware or the original Paper Items, or (ii) properly and timely dispose of original Paper Items in accordance with Paragraph J.2, in which event such Losses and Liabilities shall include without limitation consequential damages.

This Paragraph K shall survive the termination of the Service.

- **L. Termination.** You or we may terminate the Service at any time. In the event your use of the Service is terminated, we may require you to return any hardware that we provided to you free of charge. The Bank may terminate the use of Mobile Deposit if the customer breaches the Terms and Conditions of Mobile Deposit and if the customer uses Mobile Deposit for any unauthorized or illegal purposes.
- **M. Right to Audit.** We may periodically audit and verify your compliance with this Addendum. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by The Bank of Hazlehurst in the course of such audit.
- **N. Entire Agreement; Conflicting Terms.** This Addendum forms part of and is incorporated by reference into the TERMS AND CONDITIONS OF SERVICE. Except as amended by this Addendum, the TERMS AND CONDITIONS OF SERVICE remains in full force and effect. In the event of any conflict between this Addendum and the TERMS AND CONDITIONS OF SERVICE, this Addendum shall govern with respect to the Service.

A "Business Day" is every day except Saturdays, Sundays, and federal holidays.

Terms and Conditions for Enabling Biometric Authentication with Bank Mobile Banking.

BANK OF HAZLEHURST P O BOX 628 / 22 S TALLAHASSEE ST HAZLEHURST, GA. 31539

To enable biometric authentication (using Touch ID, Fingerprint, or Face ID), you are required to save your Bank of Hazlehurst Online ID on this device. The Bank of Hazlehurst does not control the functionality of Touch ID, Fingerprint, or Face ID and does not have access to your fingerprint(s) or facial recognition information. If any other individual has registered a biometric characteristic (such as a fingerprint) on this device, or is able to access this device due to a biometric characteristic similar to yours (as may be possible via facial recognition applications), that individual will also be able to access this application without entering a user name or password. You are solely responsible for all activities that occur using the Bank of Hazlehurst Mobile app. We expressly disclaim any liability with respect to unauthorized use of the Bank of Hazlehurst Mobile app via biometric authentication. Notify us immediately if you think that any unauthorized access has occurred.

For more information on how biometric functionality works for your device, please refer to your device manufacture's support resources. There may be circumstances where biometric authentication will not function as expected and you may be required to provide your username and password to sign in.

By choosing Accept, you agree to these Terms and Conditions. Choose Decline to cancel set up.

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ELECTRONIC BANKING ACCOUNT STATEMENT/NOTICE DISCLOSURE AND AGREEMENT

This Electronic Banking Account Statement/Notice Disclosure and Agreement "Agreement" is made between you and Bank of Hazlehurst and provides your request and consent to receive statements and notices for your Bank of Hazlehurst account(s) by electronic delivery. These electronic statements and notices are called "E-Statements". This Agreement is in addition to the terms and conditions described in the Bank of Hazlehurst Online Banking Terms and Conditions Agreement and Electronic Fund Transfer Act Disclosure and corresponding Fee Schedule. By clicking on "I Agree" below, you agree that we may provide you with your periodic banking account statements, including, but not limited to any future disclosures, amendments, privacy policies, letters, correspondences, and any other notices that may be legally required to be provided to you, in electronic form. Once enrolled in the E-Statements service you will receive your next statements, notices, and documents electronically. You must be enrolled in our online banking product in order to sign up for and view E-Statements.

ACCESSING YOUR E-STATEMENTS

You will receive an email notification of all E-Statements. Then you will be able to view your E-Statements, on the bank's online banking site upon login. You will need to ensure that your computer software meets the following system requirements in order to view, print, and/or save your E-Statements. • Computer with the capability to access the Internet • Internet Browser that supports 128-bit encryption and is on the list of supported browsers. http://info.netteller.com/go/Supported-Browsers • Adobe Acrobat Reader. Your statements and notices will be available to you online for 12 months. You will continue to have the option to request historical statements, for which fees may apply; please refer to the applicable account agreement and disclosures for details. If you wish to receive a paper copy of a disclosure or other information presented to you electronically you can contact us by phone at (912)375-4228 or by writing us at Bank of Hazlehurst, P O Box 628, Hazlehurst, Ga. 31539. We will use our best efforts to deliver your E-Statements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your E-Statements because of the existence of any one or more of the following circumstances: a. Our website or Bank of Hazlehurst Internet Banking is not working properly and you know or have been advised by us of the malfunction; or b. Circumstances beyond our control (such as, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent proper delivery and we have taken reasonable precautions to avoid those circumstances.

DUTY TO REVIEW PERIODIC STATEMENTS

You must promptly access/review your E-Statement and any accompanying items and notify us in writing immediately of any error, unauthorized transaction, or any other irregularity. If you allow someone else to access your E-Statement, you are still fully responsible to review the E-Statement for any errors, unauthorized transactions or any other irregularities. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the E-Statement notification date regardless of when you access and/or review your E-Statement. If you do not immediately report to Bank of Hazlehurst any non-receipt of E-Statements or any error, irregularity, discrepancies, claims or unauthorized debits or items, you shall be deemed conclusively to have accepted all matters contained in the E-Statements to be true, accurate and correct in all respects.

EMAIL ADDRESS MAINTENANCE

It is your responsibility to notify us if you change your email address. You may update your email address by going to the Profile tab in online banking, clicking on *Online Banking Settings* and then *Update Profile/Preferences*, and making changes to your information.

CHANGE STATEMENT DELIVERY METHOD

At any time and at no charge, you can change the way we send you E-Statements by going to the Statement tab in online banking, clicking on "Manage E-Delivery", and removing the checkmark from the account(s) you want to remove from E-Statements. When you change your settings, the change will take place the next statement cycle.

CHANGES AND/OR TERMINATION

Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement at any time. When changes are made, we will update this Agreement on online banking. Online banking will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it can't be disclosed without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this Agreement by de-enrolling in the E-Statements service. Your continued enrollment in the E-Statements service is your acceptance to the Agreement. Changes to fees or terms applicable to eligible accounts are governed by the agreement otherwise governing the applicable account. It is your responsibility to review this Agreement including Bank of Hazlehurst Privacy Policy from time to time in order to be aware of any such changes.

External Transfers Agreement

PO Box 628
Hazlehurst, GA 31539

Online Banking External Funds Transfer Agreement

This external fund transfer authorization and agreement (the "Agreement") states the conditions for the electronic funds transfer service to and from non-Bank of Hazlehurst accounts (the "service") that will enable you to perform the transactions described in this agreement. When you use, or permit authorized persons to use, the services, you agree to be bound by the terms of this agreement. These terms and conditions are in addition to those terms and conditions outlined in the online banking terms and conditions and those that apply to any account you have with us. If the terms and conditions of this agreement conflict with the terms and conditions contained in the online banking terms and conditions, the online banking terms and conditions will control. By clicking on the button by which you elect to enroll in the service, you acknowledge that you have read, understand and agree to the terms in this agreement.

DEFINITIONS

Throughout this agreement, the words "Bank of Hazlehurst", "we", "us" or "our" mean, collectively, its subsidiaries and affiliates and all of their respective successors or assigns. "You" or "your" mean each authorized person who has an interest in the accounts that are accessible through the service. Whenever "you" is more than one person with respect to any such account or relationship, the obligations and agreements applicable to you under this agreement shall be deemed to be joint and several and solidary wherever appropriate.

Wherever other capitalized terms are used in this agreement, they shall have the meaning ascribed to them in the online banking terms and conditions.

EXTERNAL FUNDS TRANSFERS

Within online banking you may separately enroll for the option of transferring funds between your linked personal deposit accounts at Bank of Hazlehurst and certain deposit (checking, savings, or money market accounts) at other financial institutions. An inbound transfer moves funds into an account at Bank of Hazlehurst from an account outside Bank of Hazlehurst. An outbound transfer moves funds from an account at Bank of Hazlehurst to an account outside Bank of Hazlehurst. You will need to register each of your non-Bank of Hazlehurst accounts that you wish to use for these transfers. You agree that you will only attempt to register accounts for which you have the authority to transfer funds. Bank of Hazlehurst will post inbound transfers to your account on the "Delivery By" date. For outbound transfers, your funds will be debited on the business day following the "send on"

date and arrive at your external financial institution on the "deliver by "date. Consult your external financial institution for details on when funds will post to your account.

You authorize us to validate the external accounts through the use of a test transfer, in which one or more low value payments will both be credited to the account. The test credits will always be of the same or less amount, so the balance in any of your accounts will never be less than the actual balance.

Once the test transfer is complete, we will ask you to access your account to tell us the amount of the test credit or debit or any additional information reported by your financial institution. We may also verify your external account by requiring you to submit proof of ownership of the account.

Cut-off Time:

The cut off time for same business day transfers is 4:00 PM EST. Any transfer initiated after the applicable cut off time will be considered as being initiated on the next business day.

Modifying or Cancelling Transfers:

Pending transfer instructions can be cancelled or modified until the status changes to "in Process'. Instructions cannot be cancelled or modified after cut-off time for the transfer date.

Transfer Fees:

There is no fee to initiate inbound or outbound external funds transfers.

We may change our fee schedule at any time. If we make a change, you will be notified in writing as required by applicable law. Cancellation of the services for which fees are charged does not release you from liability for any and all fees assessed by us but not yet paid prior to your cancellation of such service.

Transfer Limits:

Transfer limits are defined at enrollment to the service. These daily and monthly dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. A transfer remains "in Process" until fully processed and it will appear as "in Process" on your transfer funds tab within online banking. Standard transfers typically remain "in Process" until the close of the third business day after the transfer is initiated.

We may change your transfer limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits without prior notice upon occurrence of a disqualifying event.

Disqualifying Events:

- Any of your accounts with Bank of Hazlehurst are not current or are not in good standing
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Bank of Hazlehurst account during the current or three prior calendar months.
- You have had any prior transfer to or form a non-Bank of Hazlehurst accounts cancelled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

Status Email:

Bank of Hazlehurst may periodically send messages to your primary email address during the external funds transfer process. These messages will provide information pertaining to the trial deposit process, confirm account linkages, and contain status updates for transfers in progress. Primary email address is defined in online banking and you are responsible for updating the address should it change. Email messages regarding the funds transfer process do not contain any non-public personal information and cannot be suppressed.

Unlawful or Prohibited Use:

You warrant to us that you will not use this service for any purpose that is unlawful or not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and represent that you will not use this service in any manner that could damage, disable, overburden or impair the service or interfere with any other party's use of the service.

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Please tell us AT ONCE if you believe your password has been lost or stolen. Contacting us by telephone is the best way of keeping your losses down. You could lose all the money in your account. If you believe your password has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your password, 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, please tell us AT ONCE if you statement shows electronic fund transfers that you did not make. Telephoning is the best way of keeping your possible losses down. 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. Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your account statement upon receipt. If you believe that your password has been lost or stolen or you find that our records and your records disagree, you must call us at 912-375-4228. PLEASE DO NOT NOTIFY US BY EMAIL.

GENERAL

External transfer ACH service is subject to applicable Georgia and federal law, including but not limited to the Electronic Funds Transfer Act. External transfer ACH service is also subject to the rules of the National Automated Clearing House Association (NACHA).

OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

If we do not complete a transfer to or form your account on time or in the correct amount according to your agreement with you, we will be liable for your losses or damages only up to the amount of the

transfer. However, there are some exceptions. We will NOT be liable: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; or if we are ever obligated by law to pay interest on the amount of a transfer, you will be paid interest on a daily basis equal to the current annual percentage rate that is otherwise applicable to the account from which the funds transfer should have occurred; (iii) for any other reason stated elsewhere in the agreement. In the event we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 912-375-4228, or write us at P.O. Box 628 Hazlehurst, GA 31539 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. 1. Tell us your name and account number. #. Describe the error or the 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. 3. Tell us the dollar amount of the suspected error. If you tell us verbally, we may require that you send us your complaint or question in writing within 10 business days. WE will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business day to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

AMENDMENTS

We have the right to change this agreement, including the fees and charges applicable to this service at any time, which changed may include the addition of new charges or terms. If we make changes, you will be notified as require by applicable law.