#### Online Banking Services Agreement and Disclosure

This Online Banking Services Agreement and Disclosure ("The Agreement") explains the terms and conditions governing the Online Banking Services offered by Altamaha Bank & Trust ("AB&T"). It also describes the rights and obligations of Altamaha Bank & Trust. Please read this Agreement carefully. All Online Banking Services of any kind whatsoever offered or afforded by AB&T will be referred to collectively as "Services" in the Agreement. Altamaha Bank & Trust shall be referred to as "AB&T". By requesting or using one of these Services, you agree to abide by the terms and conditions of this Agreement as well as Your Deposit Account Terms and Conditions Agreement. "You" and "Your", (whether or not such words appear capitalized) refer to each person who opens or is authorized to use any account at AB&T and any person who has a User ID or Password for accessing the Services. The term "business day" means all days except Saturday, Sunday and all banking holidays.

This Agreement, all applicable federal regulatory disclosures and Your Deposit Account Terms and Conditions govern all Online Banking Services. All applicable fee schedules published by AB&T from time to time will apply to the Services. You are responsible for the payment of any fees incurred by you on any account, for any Service, at any time. You agree to pay all such fees upon request of AB&T. Further, you agree to pay all telephone charges or fees incurred by you in accessing the Services.

Your initial use, or subsequent use, of any Service in connection with your account at AB&T constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of Your Deposit Account Terms and Conditions Agreement. Such initial use, and subsequent use, acknowledges your receipt and understanding of this Agreement and Your Deposit Account Terms and Conditions Agreement.

You agree that AB&T may, as permitted by law, provide all applicable disclosures to you electronically. You are responsible for downloading or printing the disclosures or specifying and providing AB&T with a non-electronic address to which the disclosures may be mailed.

#### **Definitions**

The following definitions apply in this Agreement.

"Online Account" means any Altamaha Bank & Trust account from which you will be conducting transactions using a Service:

"User ID" is your personal logon identification;

"Password" is your personal code used in combination with your User ID to access your account information. You agree not to give your password, or make it available, to any person not authorized to access your accounts.

"Multifactor Authentication" adds another layer of security for additional user protection.

"Time of Day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable.

"We," "us", "Altamaha Bank" and "Bank" or AB&T refer to Altamaha Bank & Trust which offers the Services and which holds the accounts accessed by the Services.

"You" or "your" refers to the person(s) subscribing to or using the Service.

"Business days" means Monday through Friday, excluding Saturday, Sunday and Federal Holidays.

## **Access to Services**

AB&T will provide instructions on how to use the Online Banking Services. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your Password and User ID.

#### **Use of your Security Password**

You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

AB&T is entitled to act upon instructions received through any Online Banking Service under your User ID or Password and without inquiring into the identity of the person using that User ID or Password. However, you agree

that you will not, under any circumstances, disclose your User ID or Password by telephone or any other means to any person. You acknowledge that no person from AB&T will ever ask for your Password and that those AB&T employees do not need and should not ask for your Password. You agree never to provide your User ID and Password to anyone, including anyone claiming to represent AB&T. You are liable for all transactions made or authorized using your User ID or Password. AB&T has no responsibility for establishing the identity of any person or determining the validity of any transaction.

You agree that if you give your User ID or Password to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your User ID or Password will have access to your accounts. You agree to notify AB&T immediately in the event your User ID or Password is lost or stolen or is otherwise compromised. At any time, you may ask AB&T to disable your Online Banking Service.

For joint accounts, each person will be liable for all transactions that are made on that account. Each person on a joint account authorizes all transactions made by any other person on the account. Each person on a joint account agrees to be liable for the actions of the other person(s) on the account.

You hereby indemnify and release AB&T from any and all liability and agree not to make any claim against AB&T or bring any action against AB&T for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account or when you have provided your User ID or Password to that person. You agree to reimburse AB&T for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of AB&T's honoring or allowing transactions on the account where the User ID or Password was used.

#### If your Password has been lost or stolen

If your Password has been lost or stolen, call AB&T <u>immediately</u> Monday thru Friday 9:00 a.m. to 4:00 p.m. Eastern Standard Time. Telephoning AB&T is the best way of minimizing your losses. 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 uses 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.

## If your statement shows transfers that you did not make

If your statement shows transfers that you did not make, notify us immediately by calling AB&T 9:00 a.m. to 4:00 p.m. Eastern Standard Time, Monday thru Friday or writing AB&T at:

Altamaha Bank & Trust Attention: Operations P O Box 489 Vidalia, GA 30475

If you do not notify AB&T within 60 days after the statement was delivered to you, you may not recover any money lost after the 60 days which would not have been lost if AB&T had been notified in time. If a good reason (such as a long trip or hospital stay) delayed you from contacting AB&T, we will extend the time periods.

# **Banking Transactions with Online Banking**

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- 1. Transfer funds among your checking accounts, savings accounts and money market accounts. NOTE: Because regulations require AB&T to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:
  - a. Statement savings account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.

- b. Money Market savings account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking and no more than three (3) of these may be by check, draft or debit card.
- 2. New services may be introduced for Online Banking from time to time. AB&T will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules, which will be made available to you concerning these services.

## **Bill Payment**

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated Online Bill Pay Account to third parties you wish to pay. Your Bill Pay Account must be a checking account. Through the Bill Payment service, you can pay bills from your Bill Pay Account to businesses or individuals.

All payments you make will be deducted from the account that you designate as your Bill Pay Account for the Bill Payment Service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the 50 United States and territories. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Bill Payment service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Pay Account on the scheduled payment date. If the date you schedule a payment to initiate falls on a non-business day (Saturday, Sunday or holiday), the payment will be processed on the previous business day, and funds must be available in your Bill Pay Account the following business day (e.g., Monday). AB&T may make the payment either by transferring funds electronically to the payee or by mailing the payee a check. Funds are withdrawn from your checking account on the next business day to cover the payment sent.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly or semi-monthly intervals. When you create a new payee in the Bill Payment Service, it has a temporary status until we have had sufficient time to set up the account, and for your business payees, verify information about your account. You should schedule a payment to a new payee at least ten (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least five (5) business days for check payments and (3) business days for electronic (ACH) payments between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other action taken by the payee. If you schedule your payment and follow instructions provided, but the payee does not receive the payment in a timely manner, AB&T will work with the payee on your behalf to attempt to have any late fees or charges reversed.

AB&T is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. AB&T will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Pay Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of AB&T.

If the session during which you schedule a payment or transfer ends by 3:00 p.m EST, AB&T will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the Service, the time recorded by the Online Banking Service controls.

If your Bill Pay Account does not have sufficient funds to make a payment as of the date the transfer or payment is attempted or scheduled to be made, the transfer or payment will be canceled, and no further attempt will be

made by AB&T to make the transfer or payment. AB&T shall have no obligation or liability if it does not complete a transfer or payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the payment or rescheduling the payment through the Service. In the case of fixed recurring payments, only the payment currently scheduled will be canceled. Fixed payments scheduled for future dates will not be affected unless there is a lock on your account due to insufficient funds.

The way to cancel or change a payment is to use the Service. Payments must be changed or canceled using the Service prior to 10:00 p.m. EST on the business day before the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders, whether oral, written, or electronic, will be in effect for a period of six months. If requested by AB&T, you will confirm any stop payment order in writing. After six months, any stop payment will terminate and must be renewed in order to continue in effect. AB&T may pay any item that is presented following the lapse of any stop payment order. A fee may also be assessed for a request for images of checks sent to payees. If we agree to cancel or stop a transfer request after it is issued and we do not do so, we will be liable for your losses or damages.

#### **Electronic Mail**

If you send AB&T an electronic mail message, AB&T will be deemed to have received it on the following business day. AB&T will have a reasonable time to act on your e-mail.

You should <u>not</u> rely on electronic mail if you need to communicate with AB&T immediately - for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

You agree that AB&T may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by AB&T shall be considered received within three (3) business days of the date sent by AB&T, regardless of whether or not you sign on to the Service within that time frame.

## **Other Agreements**

In addition to this Agreement, you and AB&T agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking Service and other Online Banking Services of any kind is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you opened your accounts at AB&T including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct the fees related to this Service from your account each month.

# **Hours of Operation**

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, AB&T's business days are Monday through Friday, excluding Bank holidays. All Online Banking transaction requests received after 3:00 p.m. EST on business days and all transactions that are requested on Saturdays, Sundays or holidays, on which AB&T chooses to remain closed, will be processed on the next business day. AB&T's business day begins at 9:00 a.m. EST.

#### **Modifications to this Agreement**

AB&T may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will be deemed to have received it three (3) days after it is sent. The agreement will also be available on our web site for your review. We reserve the right to terminate this Agreement and your use of the

Services in whole or in part at any time without prior notice. If this Agreement is modified, your continued use of the Account or Services will represent your acceptance of the changes.

#### **Errors and Questions**

In case of errors or questions regarding any Online Banking transaction, call AB&T at 912-537-1665 or write us at:

Altamaha Bank & Trust Attention: Operations P O Box 489 Vidalia, GA 30475

We must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- 1. Your name and account number (if any).
- 2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
- 3. The dollar amount of the suspected error and date on which it occurred.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### **Statements**

You will continue to receive your regular account statement monthly or semi-annually, depending on the type of account.

# **Online Statements**

If you elect to utilize our optional Online statement functionality, your statements will be made available to you within the Online banking product and you will no longer receive a paper statement in the mail. You are required to have the latest version of the free Adobe Reader installed on your computer to view your Online statements, and your acceptance of this agreement is your confirmation that you have the capability to view your statements Online.

# **E-Sign Disclosures and Online Statements Terms of Use**

#### When you enroll in Online Statements, you will no longer receive a paper statement in the mail.

Altamaha Bank & Trust ("AB&T") is legally required to provide you with certain disclosures and information about the electronic delivery of Online Statements (the "Service"). This notice contains important disclosures and information that you are entitled to receive before you agree to the electronic delivery of the AB&T Online Statements Terms of Use (the "Terms of Use"). Your agreement also permits the general use of electronic records and electronic signatures in connection with your use of the Service. Please read this notice carefully and print or

save a copy for your files. If you have any trouble printing out, saving, or accessing the Terms of Use or future amendments to the Terms of Use, you may call AB&T at 1-912-537-1665 and request paper copies. After you have read this information, if you agree to receive the Terms of Use electronically, and if you agree to the general use of electronic records and electronic signatures in connection with your enrollment in the Service, please click the "I Accept" button at the bottom of the page within Online banking to request this service.

To use the Online Statement Service, you must agree to the terms and conditions described below in the Terms of Use. The Terms of Use detail information about using the Service, your responsibilities, and how we deliver Online Statements to you. When you click the "I Accept" button within Online banking, you agree to the Terms of Use and authorize AB&T to deliver Online Statements to you electronically.

You have the right to receive the Terms of Use in paper or non-electronic form. The Terms of Use are available by calling AB&T at 1-912-537-1665 to request them to be mailed to your street address. There will be no charge for you to receive the paper Terms of Use.

By clicking the "I Accept" button within Online banking, you consent to participate in the Online enrollment process for the Service and to receive the Terms of Use electronically. Your consent will apply to the Online enrollment process for Online Statements and the receipt of any amendments or updates to the Terms of Use, and any additional disclosures required by law to be provided to you in electronic form. Notices of how you may access such amendments, updates, and additional disclosures required by law will be delivered to you at the e-mail address you have provided to AB&T, and will be made available at <a href="http://www.altamaha.bank">http://www.altamaha.bank</a>. You are responsible for sending us your updated e-mail address from time to time as necessary and for making sure your privacy settings allow acceptance of e-mails from AB&T.

At any time after enrolling for the Service Online, you may withdraw your consent to receive amendments, updates, and additional disclosures required by law electronically. However, withdrawing your consent will result in termination of your use of the Service. To withdraw your consent, or to update your e-mail address or contact information, you must: call 1-912-537-1665, or write us at Altamaha Bank & Trust, Attn: Operations, P. O. Box 489, Vidalia, GA 30475.

# Altamaha Bank & Trust Online Statements Terms of Use Agreement (the "Terms of Use"). See below for the full text of the Terms of Use.

The Online Statements Service (the "Service") is provided by Altamaha Bank & Trust ("AB&T", "we" and "us"). These Terms of Use describe the terms and conditions for any use of the Service.

You signify your agreement to the terms and conditions contained herein and accept responsibility for your use of the Service by clicking the "I Accept" button appearing at the end of these Terms of Use within Online banking. You should read these Terms of Use carefully before you click the "I Accept" button and accept them. If you click the "I Do Not Accept" button within Online banking, you will not be enrolled in the Service.

Please note that use of the Service is subject to all applicable federal, state and local laws and regulations, and that unauthorized use of the Service is strictly forbidden.

# 1. <u>Description of Online Statements</u>

AB&T offers Online Statements for consumer checking accounts, savings accounts, and money market accounts. Online Statements will replace your mailed paper statement with an electronic PDF version that you can view, save to your computer, or print at your convenience. Any legal disclosures that normally accompany your mailed statement will be delivered to you electronically. AB&T reserves the right to modify, add to, or delete any feature of the Service in our sole discretion. When you enroll in Online Statements, you will no longer receive a paper statement in the mail.

#### 2. How to Enroll for Online Statements

You must first be a AB&T Online Banking customer before you can use the Service. You must accept the E-

Sign Disclosures and the Terms of Use Agreement to become a user of the Service. To have access to the Service, you must enroll at the Altamaha Bank & Trust web site. For accounts with multiple owners, only one account owner need enroll an account in the Service. In accordance with the terms of AB&T's Customer Agreement for Depository Accounts, all account owners will be bound by the decision of the account holder who enrolls in or cancels the Service. When you enroll to receive Online Statements for a designated account, AB&T will no longer mail paper statements or cancelled checks to you for such account.

## 3. Accessing Online Statements

A periodic statement of your Online Statement and any legal disclosures will be provided to you in the Service when you connect to Altamaha Bank & Trust's Online Banking. You will need Adobe Acrobat Reader v. 6.0 (or higher) to view, print, and/or save your E-Statement and any legal disclosures. We will provide a link to <a href="http://www.adobe.com/">http://www.adobe.com/</a> at no charge to you if you need to download the adobe reader software. You will be able to view the current month's Online Statement and previous Online Statements for the number of months you have been enrolled in the Service (up to a maximum of the previous eighteen (18) Online Statements. Should you wish to request paper copies of previous statements, please refer to the Altamaha Bank & Trust Fee Schedule for applicable fees.

#### 4. <u>Canceling Online Statements</u>

You may turn off Online Statements and resume receiving paper statements at any time by contacting us. To withdraw your consent to Online Statements, or to update your e-mail address or contact information, you must: call AB&T at 1-912-537-1665, or write us at Altamaha Bank & Trust, Attn: Operations, P O Box 489, Vidalia, GA 30475.

When you turn off Online Statements, you will automatically begin receiving paper statements in the mail with your next statement cycle, and will be subject to applicable charges associated with your paper statements.

Should AB&T reasonably believe that you may not be receiving the e-mail messages we are sending to your e-mail address notifying you of the availability of your Online Statement, we may cancel your use of the Service and begin sending you paper statements in the mail.

## 5. Third Party Services

Through the Service, you may access goods or services from third party entities other than AB&T ("Third Party Services"). AB&T makes no warranties or representations with respect to Third Party Service providers' goods or services. When we include links to such websites, AB&T is not endorsing the material on such websites. AB&T will not be responsible or liable to you for any damages, losses, or injuries you may sustain through any transactions conducted at a third party's website. When you access the services offered on websites of third parties, your rights and obligations will be governed by the third parties' agreements and policies related to the use of their services.

## 6. Security and Equipment

Information you provide in connection with the Service will be stored on AB&T's secure servers and protected by certain encryption techniques. However, the security of the Service depends upon your efforts to protect your username and password for the Service. You must take all necessary precautions to safeguard your username and password, which allows you to access the Service. You also have the responsibility to provide any equipment (telephone, computer, etc...), software, and services necessary to use the Service.

## 7. AB&T's Proprietary and Intellectual Property Rights

Other than information related to your account(s), all content available on the Service (including its arrangement) is the property of AB&T or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights. Your use of the Service does not grant you a license or right to use any AB&T trademark without the express written approval of Altamaha Bank & Trust. In addition, your use of

the Service does not grant you a license or right to use any third party trademark without the express written approval of the third party possessing rights to such trademark.

## 8. Change in Terms of Use and Termination

AB&T has the right to amend these Terms of Use at any time. Any amendments to these Terms of Use will be effective when they are posted on <a href="http://www.altamaha.bank">http://www.altamaha.bank</a>. You are responsible for checking <a href="http://www.altamaha.bank">http://www.altamaha.bank</a> periodically for any such amendments. Although we will attempt to notify you by e-mail when material changes are made, you are responsible for sending us your updated e-mail address from time to time as necessary, and for verifying we are added to your list of accepted e-mail addresses (if you use e-mail filtering). These Terms of Use will be effective beginning the date you enroll in Online Statements and while you are using the Service. Either we or you may terminate this Agreement and your use of the Service at any time without notice. The provisions of these Terms of Use shall survive termination by either AB&T or you of the Service.

#### 9. Limitation of Liability

Neither AB&T nor any third parties represent or warrant that you will have continuous or uninterrupted access to the Service, or that any of the functions of the Service will be error-free. The Service is provided to you "as is" and "as available", and AB&T and its service providers make no representation or warranty relating to the Service, including, without limitation, its performance, availability, content, or functions. Your sole remedy for any failure or non-performance of the Service shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the Service.

In no event will AB&T or its officers, directors, employees, shareholders, parent company, subsidiaries, affiliates, agents, licensors, or third party service providers (the "Legal Entities") be liable for any consequential, indirect, incidental, special or punitive damages, under any legal theory including, but not limited to breach of contract or negligence, arising out of, in connection with, or related to these Terms of Use, use of the Service, or inability to use the Service, even if AB&T has been advised of the possibility of such damages. The aggregate liability of the Legal Entities under these Terms of Use shall not exceed \$500.

# 10. Acknowledgement and Indemnification.

You acknowledge that under the AB&T Customer Agreement for Depository Accounts, you have certain time limits to review your Online Statement(s) and accompanying check images and to report any forgeries, alterations, or any other unauthorized withdrawals or transactions to AB&T. You agree that the time limit to report these matters to AB&T will commence on the day your Online Statement is made available for your review via AB&T Online Banking.

You agree to indemnify, defend and hold harmless the Legal Entities from any third party claims, liability, damages and costs (including reasonable attorney's fees) arising from, related to, or in connection with your breach of these Terms of Use, any fraud committed by you, your violation of any law or rights of a third party, your use of the Service, or use of your account by any third party. AB&T reserves the right, at its own expense, to assume the exclusive defense of any matter subject to indemnification by you, and you agree to cooperate with AB&T in such defense. You agree that you will not settle any action or claims on AB&T's behalf without the prior written consent of AB&T.

# 11. Governing Law and Venue

These Terms of Use will be construed in accordance with the laws of the State of Georgia. Jurisdiction and venue for actions relating to the Service and the Terms of Use shall be the state and federal courts located in Georgia.

#### **People Pay**

Using People Pay Service, your account must have sufficient funds to cover the payment before you can send payment through People Pay.

Types of People Pay transactions:

**Send to Email or Mobile** - You can send a transaction to a person's Email or Phone number - Funds will be subtracted from your account when the receiver claims the money.

**Deposit to a Bank Account -** You can send money directly to a person's checking account - Funds will be subtracted from your account when the payment is sent.

**Send Money instantly using PayPal -** You can send money to a person's PayPal account - Funds are subtracted from your account when the payment is sent.

#### **Computer Requirements**

In order to use Online banking you must have a mobile device, laptop or personal computer ("device") with internet access, 128-bit encryption and will support a version of the identified web browsers located on our website at (https://www.altamaha.bank/manage/tools/faqs.html). For maximum security you should use the latest version of supported browser and operating system, maintain updated virus protection that regularly scans your device, operate behind a secure firewall, and apply current security patches for your operating system and software.

You are solely responsible for maintaining the secure operations of the device you use to access online banking. Altamaha Bank & Trust shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your device or software.

## **Receipt of the Terms of Use**

The Terms of Use, and all other amendments, updates, and required disclosures pertaining to the Service will be available Online at the <a href="http://www.altamaha.bank">http://www.altamaha.bank</a> web site. You will receive notice at your e-mail address of record, or any updated e-mail address you provide to the Bank, when important amendments, updates, or required disclosures are posted on the <a href="http://www.altamaha.bank">http://www.altamaha.bank</a> web site from time to time. You will continue to receive Online Statements for the accounts you select unless you choose at a later time to cancel the Service for such accounts.

#### Consent

By checking the "I Accept" button during the enrollment process for Online Banking, you agree and consent:

- 1. To be bound by the Terms of Use;
- 2. That your computer meets the stated requirements specified above;
- 3. That you have an account with an Online service provider, and that you are able to send e-mail and receive e-mail with hyperlinks to websites;
- 4. That you can access the Terms of Use in electronic form and view this agreement and consent;
- That you have read the Terms of Use and other information about the use of electronic records, disclosures, notices and e-mail;
- 6. That you expressly consent to the use of electronic records for the electronic delivery of the Terms of Use, and any amendments, updates, and additional required disclosures thereto in connection with your use of the Service with Altamaha Bank & Trust;
- 7. To the use of electronic records and electronic signatures in connection with your use of the Service with AB&T in place of written documents and handwritten signatures; and

- 8. That you are authorizing AB&T to replace your periodic paper statements with periodic Online Statements accessible through AB&T Online Banking (if you opt-in for Online statements); and
- 9. That you are consenting on behalf of all other co-owners and/or authorized signers to enroll the accounts you have selected in the Service, as applicable, and that you are authorized to consent on their behalf.

#### Our Liability for Failure to make a Transfer

If we do not properly 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 the amount of any losses or damages incurred by you and resulting directly from such failure. We will not be liable in the following instances:

- 1. If through no fault of AB&T, you do not have enough money in your account to make the transfer.
- 2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken.
- 3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
- 4. If your funds are subject to legal process or other encumbrance restricting the transfer.
- 5. If your transfer authorization terminates by operation of law.
- 6. If you believe someone has accessed your accounts without your permission and you fail to notify AB&T immediately.
- 7. If you have not properly followed the scheduling instructions on how to make a transfer included in this Agreement.
- 8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- 9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed in subparagraph 2 or 8 above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

## **Inactivity; Termination**

You are responsible for complying with all terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your electronic banking privileges (including the Bill Payment Service) under this Agreement without notice to you if you do not pay any fee required by this Agreement when due or if you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking and/or Bill Payment service, you must notify AB&T and provide your name; address; whether you are discontinuing Online Banking, Bill Payment, or both; and the effective date to stop the service. When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be

terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify AB&T by one of the following methods:

- 1. By sending an e-mail to altamahabank@altamaha.bank.
- 2. By calling 1-912-537-1665 / 9:00 a.m. through 4:00 p.m. EST Monday through Friday.
- 3. By writing a letter and sending it to the following address:

Altamaha Bank & Trust Attn: Operations P O Box 489 Vidalia, GA 30475

**Governing Law** 

The laws of the State of Georgia and applicable federal law govern this Agreement.

## **Fee Schedule**

AB&T offers the benefits and convenience of Online Banking service to you free. The OPTIONAL Bill Payment Service Option is free also. You may apply for the OPTIONAL Bill Payment Service once you have Online access. The withdrawals for Bill Payments initiated by you will be deducted automatically from the checking account you specify for bill payment. All fees are subject to change.

## **Disclosure of Account Information**

We will disclose information to third parties about your account or electronic fund transfers made to your account:

- 1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- 2. In order the verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- 3. In order to comply with government agency or court order; or
- 4. With your consent.

Updated May 2021