

**SOUTH GEORGIA BANKING COMPANY
DIGITAL BANKING AGREEMENT**

Revised 1/2024

Table of Contents

I. GENERAL AGREEMENT	1
II. CONSENT TO RECEIVE ELECTRONIC DELIVERY OF CONSUMER DISCLOSURES	1
III. DISCLOSURES FOR ACCOUNTS SUBJECT TO PREAUTHORIZED ELECTRONIC FUNDS TRANSFER SERVICES	2
A. Disclosures Of Account Information To Third Parties	2
B. Right To Receive Documentation Of Transfers	2
C. Right To Stop Payment Of Preauthorized Transfers	2
D. Right To Receive Notice Of Varying Amounts	3
E. Financial Institution's Liability For Failure To Stop Payment	3
F. Financial Institution's Liability For Failure To Make Transfers	3
G. Unauthorized Transfers	3
H. In Case Of Errors Or Questions About Your Electronic Transfers	3
IV. ALERTS TERMS AND CONDITIONS	4
V. DIGITAL BANKING PRIVACY POLICY	4
A. Definitions	4
B. Our Online Privacy Practices	5
1. What Information We Collect	5
2. How We Collect Information	5
3. Third-Party Information	6
4. How We Use Information	6
5. How We Share Information	6
6. Your Choices	6
7. Third-Party Sites	7
C. How to Protect Your Personal Information	7
D. Changes to this Policy	7
E. Contact Us	7
VI. MOBILE DEPOSIT SERVICE	7
A. Qualification	7
B. Conditions to Provision of the Mobile Deposit Service	8
C. Fees	8
D. Creating and Transmitting Electronic Checks to Us	8
E. Ineligible Deposit Items	8
F. Exception Checks	8
G. Limits	9
H. Processing	9
I. Availability of Funds	9
J. Deposits to the Mobile Deposit Eligible Account	9
K. Your Representations and Warranties to Us	9
L. Your Agreement to Indemnify	10
M. Mobile Deposit Unavailability	11
N. Termination	11
O. Right to Audit	11
P. Card Management Additional Terms	11
Q. Availability/Interruption	11
VII. P2P TRANSFER SERVICE - SPIN®	12
A. General Provisions	12
B. Definitions	12
C. Overview Of Transfer Service	13
1. The Network	13
2. Terms and Conditions of Transfer Service	13

3.	Eligibility to use the Transfer Service.....	13
4.	Registering an email address or phone number.....	13
5.	Use of telephone calls, emails and text messages.....	13
6.	Fees You Will Pay And Mode Of Payment.....	14
7.	Accessing Your Funding Account; Terminating Access.....	14
8.	Privacy; Authorization to Use Information; Obligation to Update Contact Information.....	15
9.	Changes to email addresses and telephone numbers.....	16
10.	Power of Attorney.....	16
11.	Limitation of Liability.....	17
12.	Your Fund Transfers to Others.....	17
13.	Payments to you from other Members.....	19
14.	Refunding Payments Made To You By Members.....	19
15.	Discharge of Obligations.....	20
16.	Requesting Money.....	20
17.	Receiving a Request For Money.....	20
18.	Electronic Fund Transfer Provisions Applicable to CONSUMERS.....	20
19.	Transfer Transaction History.....	21
20.	Your Responsibility For Errors.....	21
21.	Miscellaneous.....	21
VIII.	DIGITAL BILL PAY.....	21
A.	General Description.....	21
B.	Fees.....	22
C.	Stop/Change Payment.....	23
D.	Scheduling Payments.....	23
E.	Errors and Liability.....	23
F.	Termination.....	23
G.	eBills.....	23
H.	Third-Party eBills.....	23
IX.	BANK-TO-BANK TRANSFERS, TRANSFERS AND PAYMENTS BETWEEN YOUR SGBC ACCOUNTS.....	24
A.	Description.....	24
B.	Information Authorization for non-SGBC Accounts.....	24
C.	Accounts.....	24
D.	Transfer Types and Limitations.....	24
E.	Authorization.....	25
F.	Fees.....	25
G.	Suspension, Reinstatement, and Termination.....	26
H.	Account Number Policy.....	26
I.	Your Responsibility for Errors.....	26
J.	Our Liability.....	26
K.	Security.....	27

I. GENERAL AGREEMENT

I hereby request that South Georgia Banking Company allow me to select a Username and Password, to be used to gain access to my accounts via the Internet. I understand and agree that, for security purposes, users will be required by the system to change their Passwords periodically.

I understand and agree that my Username and Password will be known only to me and that they are **CONFIDENTIAL**, and should be safeguarded by me, and that all transactions and other actions conducted using this Username and Password will be considered to be authorized by me, and that I will be responsible for all such actions and transactions conducted under the authority of this Username and Password, just as though I had conducted the transaction personally in a paper medium. My Username and Password should not be revealed to any unauthorized users, even staff. I agree to immediately notify South Georgia Banking Company if I become aware of 1) any loss or theft of my Username or Password, 2) any unauthorized use of my Username or Password, 3) any error involving any transaction that I initiate using my Username or Password.

I understand and agree that this agreement is an addendum to the Deposit Account Terms and Conditions, (and Home Equity Line Agreement, if applicable) which I have previously agreed to, and is incorporated into those agreements by reference. This agreement may modify those agreements in certain ways. I agree to use South Georgia Banking Company's Digital Banking Services only in accordance with this agreement, and for legal purposes, and that South Georgia Banking Company may amend or terminate this agreement upon notice to me via electronic communications or otherwise. My continued use of the service beyond the notice period will confirm my acceptance of the amendment.

I understand that data, including e-mail, electronic communications, and personal financial data may be accessed by unauthorized users when communicated between me and South Georgia Banking Company and that appropriate data security protocols are used to address this possibility. I agree to use software provided by third parties that supports a data security protocol compatible with the protocol used by South Georgia Banking Company. I agree to use software that supports Secure Socket Layer (SSL) protocol accepted by South Georgia Banking Company, and to follow South Georgia Banking Company's log on procedures for electronic services that support such protocols. I acknowledge that South Georgia Banking Company is not responsible for notifying me of any upgrades, fixes or enhancements to such software, or for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet.

I agree to defend, indemnify and hold South Georgia Banking Company harmless from and against any and all claims, losses, liability costs and expenses, (including, but not limited to attorneys' fees), arising from my violation of this Agreement, state or federal laws or regulations, or any third party's rights, including but not limited to the infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. This obligation will survive the termination of this Agreement.

I understand and agree that the services made available via Digital Banking may vary from time to time; that they are subject to the sole discretion of South Georgia Banking Company; that South Georgia Banking Company may cancel this Agreement at any time at its sole discretion, for any reason, including but not limited to my breach of this Agreement, or an unauthorized use of my Username or Password; that South Georgia Banking Company will not be liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with my use of, or inability to use, this service, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if South Georgia Banking Company is advised of the possibility of such damages, losses, or expenses; that no warranty of any kind, implied, express, or statutory is given in conjunction with the providing of this service.

I understand and agree that the information provided is the property of South Georgia Banking Company or other providers and may be protected by copyright. I agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, or commercially exploit the information in any manner. I also agree not to use the information for any unlawful purpose. I understand and agree that any e-mail or secure messages that I may send to South Georgia Banking Company will become the property of South Georgia Banking Company and may be retained by them. I will not use any electronic communications feature of South Georgia Banking Company for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening.

I understand and agree that South Georgia Banking Company may charge a fee for certain services provided under the terms of this agreement, after such fees have been properly disclosed to me as required by law and regulation.

II. CONSENT TO RECEIVE ELECTRONIC DELIVERY OF CONSUMER DISCLOSURES

I understand and agree that Stop Payment Requests placed online under the authorization of my Username and Password will be considered to be written stop payment orders under Georgia law, just as though they bore my signature, and, upon acceptance by South Georgia Banking Company, will be valid for six (6) months unless renewed. I hereby authorize any authorized signer on an account to release a Stop Payment Request that I may have placed via the Digital Banking System. NOTE: You agree to receive and retain electronic copies of all Stop Payment Requests that have been placed via the Digital Banking System. You may receive paper copies of Stop Payment Requests that have been placed via the Digital Banking System by visiting one of our branch locations. You may retain information about these electronic Stop Payment Requests in your computer system and/or print them from your computer system. The hardware and software requirements to do this are listed below. You also may place a Stop Payment Request by visiting one of our branch locations and using our paper-based system.

I understand and agree that any disclosures that various laws and regulations require South Georgia Banking Company to provide or make available to me, concerning transactions in the Digital Banking System, may be provided to me electronically, via the Internet. NOTE: You agree to receive and retain electronic copies of disclosures for transactions that you have initiated on the Digital Banking System. You may retain these electronic disclosures in your computer system, and/or print them from your computer system. The hardware and software requirements to do this are listed below. If you wish to initiate a paper-based transaction, or to receive a paper copy of an Internet transaction, you must visit one of our branch locations.

There is no option to routinely receive paper copies of Digital Banking transactions. If you wish to withdraw your consent to access and retain electronic disclosures, you must close your Digital Banking account and conduct transactions using South Georgia Banking Company's paper-based transaction system. To do this, please see a customer service representative at a branch location.

Hardware and software requirements for access to and retention of electronic disclosures: Your Internet browser software must be configured to support Secure Socket Layer (SSL) protocol, and 128-bit encryption. Your computer operating system software must operate the following software: Internet Explorer Version 9.0 or higher, Google Chrome 9.0 or higher, Firefox 3.5 or higher, Opera 10.0 or higher, Apple Safari 4.0 or higher, and Adobe Reader 9.0 or higher.

You must connect to the Internet with a minimum connection speed of 28.8kbs. If you wish to retain copies of the disclosures electronically, your computer system must be equipped with a hard disk drive, or a diskette drive, or some other type of media to which your computer can save files. If you wish to retain printed copies of the disclosures, your computer system must be connected to a printer.

When these requirements change, you will be provided with the revised hardware and software requirements and will have the right to withdraw your consent to receive electronic disclosures, without the imposition of any penalty.

You should contact us electronically by selecting the Contact Us button on our website, or by sending an e-mail to mobilecustomerservice@sgbconline.com. E-mail should not be used to submit Stop Payment Requests or to send any other confidential information, such as account numbers.

III. DISCLOSURES FOR ACCOUNTS SUBJECT TO PREAUTHORIZED ELECTRONIC FUNDS TRANSFER SERVICES

Business Day

Our Business Days are Monday through Friday. (Federal Holidays are not included.)

A. DISCLOSURES OF ACCOUNT INFORMATION TO THIRD PARTIES

Account Information Disclosure. We will only disclose information to third parties about your account or the transfers you make in the following circumstances.

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

B. RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- (a) **Preauthorized Credits** - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (888) 782-4211 to find out whether or not the deposit has been made.
- (b) **Periodic Statements** - You will get a monthly account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

C. RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

You may place a Stop Payment Order on our website: [Home > South Georgia Banking Company \(sgbconline.com\)](https://www.sgbconline.com) by logging into Personal or Business Digital Banking and selecting Stop Payment, and then follow the directions there. Or you may call us at (888) 782-4211, or write us at South Georgia Banking Company, PO Box 1505, Tifton, GA 31793. All the above actions must be taken in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. The charge for each stop payment request will be the current charge for such service as set out in the applicable Fee Schedule.

D. RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.)

E. FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO STOP PAYMENT

Liability for failure to stop payment or preauthorized transfer - if you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

F. FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to your agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

G. UNAUTHORIZED TRANSFERS

Tell us at once if you believe your Username or Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you believe your Username or Password has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Username or Password without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your Username or Password, and we can prove we could have stopped someone from using your Username or Password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

Contact in the event of unauthorized transfer. If you believe your Username or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed below.

H. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at (888) 782-4211, or write us at PO Box 1505, Tifton, GA 31793 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 the FIRST statement on which the problem appeared.

- Tell us your name and account number.
- Describe the error on 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.
- Tell us the dollar amount of the suspected error. If you tell us orally, 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 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days 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.

IV. ALERTS TERMS AND CONDITIONS

Alerts. Your enrollment in South Georgia Banking Company Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your South Georgia Banking Company account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within South Georgia Banking Company Online Banking and Manage Alerts menu within South Georgia Banking Company Mobile Banking.
- Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. South Georgia Banking Company reserves the right to terminate its Alerts service at any time without prior notice to you.
- **Methods of Delivery.** We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your South Georgia Banking Company Online Banking message inbox, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.
- **Alerts via Text Message.** To stop Alerts via text message, text "STOP" to **662265** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in South Georgia Banking Company Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **662265**. In case of questions please contact customer service at **(888) 782-4211**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. South Georgia Banking Company provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside South Georgia Banking Company's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold South Georgia Banking Company, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages

V. DIGITAL BANKING PRIVACY POLICY

A. DEFINITIONS.

“We”, “our”, “us”, and “the Bank” means South Georgia Banking Company and its affiliates.

“Policy” means this Online Privacy Policy.

“Online platforms” shall mean our website and mobile applications.

“You” and “your” means you, the individual(s) or entity accessing our online platforms subject to the stated guidelines found in this Policy.

B. OUR ONLINE PRIVACY PRACTICES

This Policy applies to use of online services owned and/or controlled by South Georgia Banking Company, including but not limited to our online platforms.

As with information we collect through other means, we use the information you provide online to respond to your needs, service your accounts, and provide you information about other services. This Policy details how we may collect, share, and use information about you based on your interaction with our online platforms, advertisements, third-party websites and South Georgia Banking Company branded social media accounts and the choices you can make about how your information is collected and used. This Policy applies to information collected online only. By using or accessing our online platforms, you confirm your agreement to the terms and conditions of this Policy in effect at that time and consent to our use of cookies and like technologies.

As you review this Policy, please be aware of the following:

- Personal information that you share on South Georgia Banking Company-managed social media accounts, such as Facebook, Twitter, Instagram, LinkedIn, and/or YouTube, are subject to the privacy policies and terms of use of those platforms, respectively. Please refer to those policies before posting any content to those pages. Please do not provide personal information to South Georgia Banking Company through public social media pages.
- Our online platforms are not intended for children under the age of 13. We do not knowingly collect personal information from individuals under the age of 13 without parental consent. To learn more about the Children’s Online Privacy Protection Act (COPPA), please visit the Federal Trade Commission’s website at <https://www.ftc.gov/>.
- This Policy supplements, but does not replace, our Digital Banking Terms of Use for South Georgia Banking Company online platforms. In the event of a conflict between the terms of this Policy and Digital Banking Terms of Use, the terms of this Policy will govern and control with respect to matters addressed in this Policy.

To ensure information remains confidential, South Georgia Banking Company uses encryption technology such as Secure Socket Layer (SSL) to protect information you enter and submit from our online platforms. When using South Georgia Banking Company online platforms, you are accessing your account information using a secured connection and the transfer of your account data from our host system to your personal computer is encrypted.

1. What Information We Collect:

Personal Information

When you visit our online platforms, we collect personal information that you provide, including in our forms, applications, surveys and other online fields. This information may include your name, mailing or email address, telephone number(s), customer number(s) and other personal information you may provide. If you have a financial product or service with us for personal, family, or household purposes, we will share and use information we collect from or about you in accordance with our Privacy Notice available on our website.

Non-personal Information

South Georgia Banking Company and service providers acting on our behalf may also collect non-personal information from your use of our online platforms. This information may include your IP address, browser and/or device information, including location information, if enabled on your device, type of operating system you are using, information about the site or advertisement that brought you to our online platforms, and the parts of our online platforms that you visit.

2. How We Collect Information

We collect information through various methods, including the information you provide directly to us on our online platforms, information collected through third parties, as described below, and in an automated fashion, through your browser, cookies, pixel tags, clear gifs, web beacons, flash cookies, and other technologies.

Pixel tags, clear gifs, web beacons and flash cookies are transparent tags that are placed on a website, email or other message and are used to measure the actions of the visitor opening the page that contains the clear gifs and allow us to evaluate the effectiveness of our communications, detect and prevent fraud, and advertise.

A cookie is a small piece of information that a website stores directly on the computer you are using. Cookies may contain a variety of information from a simple count of how often you visit a website to information which allows customization of a website for your use. South Georgia Banking Company uses cookies to gather data about the usage of our website and to ensure that you have access to your account information. Anytime a cookie is used, personal information is encrypted for our use only and is protected from third party access (a cookie cannot be read by a website other than the one that sets the cookie).

3. Third-Party Information

South Georgia Banking Company contracts with advertising companies to advertise our products and services on third-party websites and mobile applications. We may use other information we collect as described above to assist these advertising companies in selecting which of our advertisements and offers may appeal to you. Please visit the third-party websites and mobile application for their privacy policies. We may also collect information about you from other online and offline sources, including credit reporting agencies and other third-party sources as permitted by law.

4. How We Use Information

The information South Georgia Banking Company collects from and about you is used to increase your service and experience on our online platforms. We may use your information:

- To process your requests, transactions, applications and inquiries.
- To verify your identity using location-based data.
- To allow you to apply for products or services (e.g., to prequalify for a mortgage, open a checking account or other financial product) and evaluate your eligibility for such products or services.
- To provide you with updates on your accounts, products and services, such as changes to terms, conditions or policies.
- To inform you about important information regarding products or services for which you apply or may be interested in applying for, or in which you are already enrolled.
- To monitor website usage and/or performance, improve customer experience on our website, ensure technological compatibility with visitors' computers or other electronic or mobile devices, or to conduct aggregate analyses on usage patterns.
- To perform analytics concerning your use of our online services, including the pages and advertisements you view utilizing Google Analytics and/or other third-party tools.
- To deliver advertising to you directly or on third-party websites.
- To allow you to access your online accounts.
- To recognize you when you return to our online platforms.
- For risk control, for fraud detection and prevention, and to increase security of our online services.
- To provide you with personalized offers and customize your experience with South Georgia Banking Company; and
- To comply with applicable legal requirements.

5. How We Share Information

If you are a South Georgia Banking Company customer, we may share personal information that we collect about you with our service providers, affiliates, joint marketers, and non-affiliates in accordance with our Privacy Notice available on our online platforms. The South Georgia Banking Company Privacy Notice does not apply to business or commercial customers.

Service Providers, Affiliates or Joint Marketers. We may disclose certain personal and non-personal information we collect from your use of our online platforms to companies that perform services on our behalf, including those who assist us in processing transactions, preparing and mailing statements, and responding to user inquiries. In addition, we may disclose that information to service providers that perform marketing services for us and to financial institutions with whom we have joint marketing agreements.

Non-Affiliates. We may disclose information about you to Non-Affiliates as required or permitted by law, such as to comply with a subpoena and/or legal order, respond to discovery and other inquiries from government authorities or defend legal actions.

6. Your Choices

Your browser may allow you to choose to not have your activities tracked by adjusting your browser's cookie settings or permanently using a browser plugin. Note, if you choose to reject cookies, you may not be able to access your accounts online with South Georgia Banking Company. Therefore, if you set your browser options to disallow cookies, you may limit the functionality we can provide when you visit our online platforms.

We or our third-party advertising service providers may use certain information about your online activities, such as websites visited and search key words entered, to help determine which of our advertisements may be of interest to

you. If you would like more information about how Google uses data through Google Analytics, and how you can set your preferences for how Google advertises to you, please follow the links below.

[How Google Uses Information from Sites or Apps that use Google Services](#)

[Google Analytics Terms of Service](#)

We or our third-party service providers may also associate the information that we collect online to recognize you and associate your devices with each other in order to provide you with seamless access and to customize your user experience on our online platforms across your devices. If you prefer not to receive targeted advertising based on your use of South Georgia Banking Company' sites and products, you can opt out of some network advertising programs that use your information. Many network advertising programs also allow you to manage the interest categories as they apply to your online browsing activities. For information about your choices to opt-out of targeted online advertising click here:

<http://www.aboutads.info/choices/> or

<https://www.networkadvertising.org/choices/>

Please remember that even if you opt out of targeted advertising, you may still see our advertisements when you are browsing online. However, the advertisements may not be tailored to you and your interests.

7. Third-Party Sites

South Georgia Banking Company may provide links to other organizations' websites. These links are provided as a service to you, our customer. South Georgia Banking Company is not responsible for the content of these other organizations' websites. We do not guarantee or endorse any of the content in these links. The privacy and security policies on these links may differ from those published and practiced on our online platforms. Please note that when you leave our online platforms and visit a third-party site, your visit is governed by the privacy policies and practices of that website, and not South Georgia Banking Company' policies. We encourage you to read the privacy policies of all websites you visit, especially before providing any personal non-public information.

C. HOW TO PROTECT YOUR PERSONAL INFORMATION

It is important that you protect your personal information. If you access your account thru either of our online platforms or our call-center, we may need to verify your identity by using your personal information. We will never request personal information, such as social security number, account numbers, PINs, or passwords, by email or texts.

Regular email is not secure. You should never provide information that is sensitive or confidential such as your social security number, account number, or PIN through unsecured email.

If you receive an email, call, or text message asking for your personal information that appears to be from South Georgia Banking Company, please contact us at (888) 782-4211 to report the suspicious activity.

D. CHANGES TO THIS POLICY

This Policy is effective as of January 24, 2023. We may periodically change this Policy from time to time. When we make changes to this Policy, we will update this site. Please review this Policy periodically. Changes to this Policy are effective as soon as they are published on this site. You acknowledge and agree that any changes we make are binding on you as of the effective date we dictate, but in any event your use and access of our online platforms on or after the effective date constitutes your affirmative acceptance of such changes.

E. CONTACT Us

If you have any questions about this Policy or the practices of our site, please contact us at (888) 782-4211.

VI. MOBILE DEPOSIT SERVICE

The SGBC Mobile Deposit Service ("Mobile Deposit Service") is only available through the SGBC Mobile app. The Mobile Deposit Service enables you to use a mobile application and certain hardware (such as a smartphone or other mobile device) approved by us to create electronic images of the front and back of certain eligible paper checks and to 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 Section.

"Electronic Check" means the electronic image of, and electronic information derived from, a paper check. After we receive your transmission, we will review each Electronic Check. For each Electronic Check that we determine is eligible for processing as described below, we will:

- Create a substitute check that we will present directly or indirectly to the bank
 - On which the original paper check to which the Electronic Check relates is drawn, or
 - At or through which the paper check is payable (each, a "Paying Bank")

- Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
- Present or post any Electronic Check for which we are the Paying Bank.

A. QUALIFICATION

In order to enroll in the Mobile Deposit Service, you must be designated as an authorized signer or owner of a SGBC checking, savings or money market account that is eligible for this Mobile Deposit Service (Mobile Deposit Eligible Account) and be approved by us.

B. CONDITIONS TO PROVISION OF THE MOBILE DEPOSIT SERVICE

As conditions to our provisioning the Mobile Deposit Service, you shall:

- Maintain the Mobile Deposit Eligible Account in good standing,
- Subscribe to SGBC Online Banking,
- Download the SGBC Mobile app on an eligible mobile device, and
- Comply with such restrictions or dollar limits on the Service as we may communicate to you from time to time.

C. FEES

The Mobile Deposit 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 Mobile Deposit Service. If you continue to use the Mobile Deposit Service after the fee becomes effective, you agree to pay the service fee that has been disclosed or otherwise made available to you, as may be amended from time to time. Further, you will be required to designate an account with us from which fees for the Mobile Deposit Service will be debited (your "Billing Account"). Any applicable fees for the Mobile Deposit 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. CREATING AND TRANSMITTING ELECTRONIC CHECKS TO US

You shall use the SGBC Mobile app to scan eligible paper checks that you wish to deposit to your Mobile Deposit Eligible Account by means of the Mobile Deposit Service and to transmit your Electronic Checks to us.

E. INELIGIBLE DEPOSIT ITEMS

The following items ("ineligible deposit items") may not be deposited through the Mobile Deposit Service:

- Checks previously converted to a substitute check, as defined in Federal Reserve Board Regulation CC.
- Federal government checks.
- International checks.
- U.S. savings bonds.
- U.S. postal money orders.
- MoneyGram money orders.
- Checks drawn against a line of credit (convenience checks or "electronically created items").
- Checks previously deposited at other financial institutions or this financial institution.
- Check images for deposit that you intend to deposit at another financial institution.
- Checks dated more than 6 months prior to deposit.
- Checks that are VOID after 90 days.
- Checks payable on sight or payable through Drafts.
- Checks with any endorsements on the back other than that described in this Agreement.
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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.
- Remotely created checks; and
- Cash.

Except as noted above, only checks drawn on or payable at or through a U.S. bank can be transmitted through the Mobile Deposit Service. Additionally, only items that are made payable to, and endorsed by, you may be transmitted through the Mobile Deposit Service.

F. EXCEPTION CHECKS

Each Business Day on which we review and process your mobile deposits, we will use commercially reasonable efforts to review each deposit and to reject any Electronic Check that we in our sole discretion determine to be ineligible for the Mobile Deposit Service, illegible or contains MICR data that is not machine readable, known as an "Exception Check". We will notify you of Exception Checks using the Mobile Deposit History within the Mobile

Banking App. Even if we do not initially identify a deposit item as an Exception Check the item 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 Check shall not preclude or limit the obligation of you to us under the Section titled "Your Representations and Warranties to Us" of this agreement.

G. LIMITS

In general, you may make deposits to your account, subject to the following limit: \$5,000 each day or 5 checks per day. SGBC reserves the right to change these deposit limits based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as SGBC, in its sole discretion, deems relevant. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

H. PROCESSING

Your Electronic Check(s) If you transmit your Electronic Check(s) to SGBC before 4:30 PM, Eastern Time ("Cut-Off Time"), on any Business Day, we shall review and process your Electronic Check(s) on that Business Day. If you transmit your Electronic Check(s) to us on weekends, Federal Holidays, or after the Cut-Off Time Monday thru Friday, we shall review and process your Electronic Check(s) on the next Business Day. Your Electronic Check(s) is deemed to have been received by us when the Mobile Deposit Service generates a confirmation message.

I. AVAILABILITY OF FUNDS

You agree that items transmitted using the Service are not subject to the fund's availability requirements of Reg CC. In general, if an image of an item you transmit through the Service is received and accepted before the Cut-Off Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Please note that all deposits are subject to verification and may not be available for immediate withdrawal. **Funds deposited using the Service will generally be available the next business day. However, if you are a new customer to the bank (your account is less than 30 days old), funds from your Mobile Deposits will be held for 9 business days. We reserve the exclusive right at our sole discretion to credit deposits sooner than the time frames indicated in this agreement. However, longer holds may apply. The Bank will notify you by postal mail or email if there is any type of additional delay in your ability to withdraw funds for any reason, which may be up to 9 business days. No funds are available until we release the hold or until the hold has expired.**

For the purposes of this Agreement, a business day is Monday through Friday, excluding all federal banking holidays recognized by the federal government.

J. DEPOSITS TO THE MOBILE DEPOSIT ELIGIBLE ACCOUNT

Subject to our right to identify and reject Exception Checks, we shall be deemed to have accepted each Electronic Check that is not an Exception Check for deposit to the Mobile Deposit Eligible Account on the Business Day that we process the Electronic Check, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Check will be deemed to have been deposited at the office where the Mobile Deposit Eligible Account is maintained.

K. YOUR REPRESENTATIONS AND WARRANTIES TO US

You represent and warrant to us that:

- You will use the Mobile Deposit Service only for paper checks payable to, and endorsed by, you.
- Prior to transmitting an image of the check, you will restrictively endorse the back of the check "FOR MOBILE DEPOSIT ONLY AT SGBC".
- You will properly secure all hardware you use in connection with the Mobile Deposit Service (including, but not limited to, securing the hardware with a password, PIN, or other security credentials to prevent unauthorized use).
- You will maintain control over and be responsible for secure retention, storage, and destruction of original paper checks for which you have created an Electronic Check. After transmitting the Electronic Check to us, you will retain the original paper checks for a minimum of thirty (30) calendar days, but no longer than sixty (60) calendar days, from the transmission date ("Retention Period"). You will retain and store the original paper checks in a secure and locked container that is only accessible by persons needing access to such paper checks. During the Retention Period and upon our request, you agree to provide us with the original paper checks. Once the Retention Period has expired, you will securely and irretrievably destroy original paper checks from which you have previously created and submitted to us an Electronic Check.
- You will not submit any duplicate Electronic Checks to us.
- You will not deposit to your Mobile Deposit Eligible Account or otherwise negotiate any original paper check from which you have previously created and submitted to us an Electronic Check, unless we have notified you that the Electronic Check is an Exception Check.
- You will transmit to us only Electronic Checks that are suitable for processing, including, but not limited to, Electronic Checks that are legible and contain machine-readable MICR data.

- You will review and verify for accuracy the information contained in the Electronic Check(s) before you transmit it to us.
- You will only transmit Electronic Check(s) that are drawn on or payable at or through banks located within the United States.
- You will not store or make a back-up copy of the Electronic Check(s).

L. YOUR AGREEMENT TO INDEMNIFY

You will indemnify, defend, and hold us and our parent company and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Section, "Indemnitees") harmless 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):

- Any negligent or intentional act or omission by you in the performance of your obligations under this Section, including, but not limited to,
 - Duplicate scanning of the same original paper checks,
 - Transmission of duplicate Electronic Checks,
 - Calculation errors of deposit totals,
 - Numerical errors on deposit data entry, and
 - Fraudulent or unauthorized use of your hardware, username and/or passwords.
- Any material breach in a representation, warranty, covenant, or obligation of you contained in this Section.
- The violation of any applicable law, statute, or regulation in the performance of your obligations under this Section.
- SGBC 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 Check or an illegible Electronic Check.
- Our presenting to Paying Bank an Electronic Check for payment; and
- Your failure to:
 - Securely maintain your hardware or the original paper check, or
 - Properly and timely dispose of original paper checks in accordance with this Section, in which event such Losses and Liabilities shall include without limitation consequential damages.

You will further indemnify, defend, and hold harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) as follows:

- To a drawer of a draft payable through us, we warrant that:
 - The electronic image accurately represents all the information on the front and back of the original check as of the time the original check was truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check ("Image Quality Warranty") and
 - The drawer will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the drawer will be asked to make payment based on a check it has already paid ("No Double Debit Warranty").
- In the case of transfers for collection or payment, we also make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, and the paying bank. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.
- To an owner of a check, we also make the Image Quality Warranty and the No Double Debit Warranty. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, you will indemnify the Indemnitee and not hold it responsible or liable.
- Through our providing the Mobile Deposit Service to you, we are required to indemnify a depository bank that accepts the original check from which an Electronic Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable.
- If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from:
 - The electronic image or electronic information is not derived from a paper check.
 - The person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or

- A person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid.

If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, you will indemnify the Indemnitee and not hold it responsible or liable. This Section shall survive the termination of the Mobile Deposit Service.

M. MOBILE DEPOSIT UNAVAILABILITY

The Mobile Deposit Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. The Bank does not assume any responsibility or liability for any technical or other difficulties or any resulting damages that you may incur. This service has qualification requirements, and the Bank reserves the right to change the qualifications at any time without prior notice. The Bank additionally reserves the right to change, suspend or discontinue the Service in whole or in part, or Customer's use of the Service, in whole or in part, immediately and at any time without prior notice to you. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches.

N. TERMINATION

You or we may terminate the Mobile Deposit Service at any time.

O. RIGHT TO AUDIT

We may periodically audit and verify your compliance with this Section. You agree to cooperate and provide information or documents at your expense as may be reasonably requested by us in the course of such audit.

P. CARD MANAGEMENT ADDITIONAL TERMS

The card management feature is offered by SGBC (referred to herein as "Card Services", "us", "we" or "our") for use by SGBC cardholders. SGBC's card management feature is intended to allow you to initiate certain payment card related activities for your enrolled SGBC card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off ("Controls")
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases ("Alerts")
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report your card as lost or stolen
- Review your spending by merchant type and/or by month
- View a list of merchants storing your card information for recurring or card-on-file payments

The card management feature may enable access to SGBC and third parties' services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that you accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps, Html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google.

To the extent the card management feature allows you to access third party services, SGBC and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to you.

You agree to allow us to communicate with you via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by your mobile provider for the transmission and receipt of messages and Alerts. SGBC reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in SGBC's card management feature.

Q. AVAILABILITY/INTERRUPTION.

You acknowledge that the actual time between occurrence of an event ("Event") triggering a selected Control or Alert and the time the notification of such event is sent to your mobile device ("Notification") is dependent on a number of factors including, without limitation, your wireless service and coverage within the area in which you are located at that time.

You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, "Commands") are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be

sent to your mobile device in all areas. If you registered to receive Notifications to your mobile device, the card management feature is available when you have your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. SGBC does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas. You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant's registered address. You acknowledge and agree that neither SGBC nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither SGBC nor its third-party service providers shall be liable to you if you are unable to receive Notifications on your mobile device in Your intended area. SGBC, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

VII. P2P TRANSFER SERVICE - SPIN®

A. GENERAL PROVISIONS

The following contains the terms governing your use of the P2P Transfer Service (the "Transfer Service") as offered by South Georgia Banking Company ("The Bank"). Please read this Addendum carefully. By agreeing to this Addendum or using the Transfer Service, you are agreeing to the terms of this Addendum. This Addendum includes, among other things:

- your agreement that each time you use the Transfer Service, you are authorizing and instructing us to send emails and text messages to the recipient on your behalf.
- your commitment to us that each person we send a text message or email on your behalf has given you permission for us to do so.
- your agreement that if you request money from another person using the Transfer Service it will not be for an overdue or defaulted debt, court-ordered amounts such as alimony or child support, a gambling debt, or a debt owed to someone other than you.
- our obligations to you.
- your obligations as a user of the Transfer Service.
- circumstances under which we may reverse or modify transactions or remove funds from your account.
- the ways in which we may send you notices and disclosures.
- your agreement with us to use binding arbitration for most disputes arising under this Addendum or concerning the Transfer Service and to waive the right to a trial by jury.
- your waiver of class-action rights.
- limitations on our liability to you.

Your agreement to these terms is essential to our agreement to provide the Transfer Service and our pricing of the Transfer Service.

B. DEFINITIONS

"Business Day" means Monday through Friday, excluding Saturday, Sunday and federal banking holidays for bank accounts and products and/or services.

"Deposit Account" means a transaction account that has been identified by the financial institution holding the account as eligible to receive funds from Transfer Transactions.

"Funding Account" means a transaction account that has been identified by the financial institution holding the account as eligible to serve as a funding account for Transfer Transactions.

"Member" means a person who is any one or more of the following:

- an individual, business or government agency enrolled in the Transfer Service through any Participating Financial Institution.
- an individual or business that is enrolled in the Transfer Service to receive funds at the Member's Financial Institution; or
- an individual, or business that is not yet enrolled in the Transfer Service, but with whom you attempt to initiate a Transfer Transaction.

"Payment Account" is the Funding Account used for the Transfer Transaction.

"Participating Financial Institution" means any financial institution which is participating in or cooperating with the Transfer Service. South Georgia Banking Company is a Participating Financial Institution.

“**Member’s Financial Institution**” means any financial institution, including a Participating Financial Institution, holding a member’s account that the Member has authorized to receive a transfer of funds as a result of a Transfer Transaction.

“**Transfer Transaction**” means a transaction initiated through the Transfer Service to:

- transfer funds out of your Funding Account to a Member.
- receive a transfer of funds into your Deposit Account from a Member; and/or
- send a request to a Member asking the Member to transfer funds using the Transfer Service

C. OVERVIEW OF TRANSFER SERVICE

1. The Network

We have partnered with the Visa Direct and MasterCard Send to enable a convenient way to transfer money between you and Members who have eligible accounts or enrolled with another financial institution that partners with those same entities. Aliases such as email addresses or mobile phone numbers may be used to prompt a Member to provide eligible account data so that a transfer may take place.

2. Terms and Conditions of Transfer Service

Your use of the Transfer Service will be subject to this Addendum, and also to the following, which are considered part of this Addendum:

- the terms or instructions appearing on a screen when using the Transfer Service.
- our rules, procedures, and policies and the account agreements applicable to the Transfer Service and your Funding, Deposit and Payment Accounts, as amended from time to time; and
- applicable state and federal laws and regulations.

Subject to all the terms and conditions of this Addendum, you may use the Transfer Service to engage in Transfer Transactions with other individuals or businesses who are Members with eligible accounts.

The Transfer Service is an Online Financial Service. You agree that you are enrolling as a Member of the Transfer Service. You agree that you will only use the Transfer Service for Transfer Transactions entered into for lawful purposes. You will not use the Transfer Service to pay taxes or other amounts owed to government entities. You will not use the Transfer Service to pay court-ordered amounts such as alimony or child support.

You also agree that when you request money from a Member via the Transfer Service it will never be for:

- **payment or collection of an overdue or defaulted debt,**
- **court-ordered amounts such as alimony or child support,**
- **a gambling debt, or**
- **an amount owed to someone other than you.**

3. Eligibility to use the Transfer Service

In order to use the Transfer Service, you must have an eligible Funding Account or a Deposit Account. The Funding Account and the Deposit Account may be the same account. For the Transfer Service offered directly through The Bank’s mobile application, eligible Funding Accounts and Deposit Accounts include checking or savings accounts. In order to receive fund transfers into your account, that account must be in good standing. In order to transfer funds out of your Funding Account to another individual or business, you must have an available balance in that account.

You agree that you will not use the Transfer Service to request, send or receive money from anyone to whom you are obligated for tax payments, payments made pursuant to court orders (including court-ordered amounts for alimony or child support), fines, payments to loan sharks, gambling debts or payments otherwise prohibited by law.

We may, from time to time, introduce new features to the Transfer Service. When this happens, we will update our website to include them.

4. Registering an email address or phone number

As part of enrollment into the Transfer Service, your email address or phone number may be stored for the use of prompting to enter account information or notification that a transfer has been initiated.

5. Use of telephone calls, emails and text messages

Sending emails and text messages on your instruction

Each time you send money using the Transfer Service, you are also authorizing and instructing us to send emails and text messages to the recipient concerning the Transfer Transaction. You agree that these emails and text messages

are sent on your behalf. You represent and warrant to us that for each person you instruct us to send emails and text messages, you have received permission from that person for us to do so. Please note:

- Each time you initiate a Transfer Transaction, you are authorizing and instructing us to send both an initial email or text message to the recipient and, at our discretion, a follow-up or reminder message with respect to the same Transfer Transaction.
- These emails and text messages may identify you by name and may state that we are sending them on your behalf and according to your instructions.

Communicating with you

You agree that we may from time to time make telephone calls, send emails and text messages to you in order to:

- notify you of Transfer Transactions, or
- service your accounts.

You agree that we may call using prerecorded/artificial voice messages or send text messages and, for both calls and text messages, may also use automatic telephone dialing systems. We may call you and send messages to you at any email address, telephone number, or mobile phone number you have provided to:

- us,
- any other Participating Financial Institution,
- a Member.

You represent and warrant to us that you are the owner or have the delegated legal authority to act on behalf of the owner to use and control each such email address, telephone number or mobile phone number you have provided to any of these persons for use with the Transfer Service. You further acknowledge and agree that:

- You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.
- You will immediately notify us if any email address or mobile phone number you have registered for use in the Transfer Service is (i) surrendered by you, or (ii) changed by you.
- In the case of any messages that you may forward that we may send or may send on your behalf to an email address or mobile phone number, you represent that you have obtained the consent of the recipient of such emails or automated text messages to send such emails or text messages to the recipient. You understand and agree that any emails or text messages that we send on your behalf may include your name.
- Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us including messages that you may send through us, that we may send, or may send on your behalf.
- To cancel text messaging from us, send STOP when prompted. For help or information regarding text messaging contact our customer service number. You expressly consent to receipt of a text message to confirm your "STOP" request.

In the event you ever withdraw this consent, and notwithstanding that withdrawal, you expressly authorize us to use any of the methods described above to send you messages confirming your instructions sent to us via text message, including a confirmation from us in the event you withdraw your consent.

Declining to use an email address or telephone number

We may, in our sole discretion and for any reason, decline at any time to accept or use, or to continue to accept or use, any specific email address or telephone number provided to us by any person.

6. Fees You Will Pay And Mode Of Payment

Fees for the Transfer Service

Fees may apply to your use of the Transfer Service. Any fee you will be charged will be disclosed before you initiate a Transfer Transaction. Depending on the types of accounts and services you keep with us, fees may be waived.

We may change the fees that apply to the Transfer Service, and the circumstances under which the fees may be waived, at any time for any reason. We will give you reasonable notice of such change as required by law.

Mode of payment

The Funding Account used for the Transfer Transaction will be the account from which fees for the Transfer Service will be paid (your "Payment Account"). You authorize us to collect the fees from your Payment Account.

7. Accessing Your Funding Account; Terminating Access

Gaining access

You authorize us to provide access to your Funding Account and Deposit Account through the Transfer Service to initiate and complete Transfer Transactions.

To access the Transfer Service, you must have a username, a password, and the required hardware and software to use internet banking or the mobile application. You must also comply with any other security procedures and policies we may establish from time to time as provided in online user agreement.

You must provide all telephone and other equipment, software (other than any software provided by us), and services necessary to access the Transfer Service.

Not all types of accounts are eligible for Transfer Transactions. We reserve the right to decline the use of any account as a Funding Account or Deposit Account that we believe may present a risk to you and/or us.

Terminating access

In the event (i) you violate any terms of this Addendum, (ii) there are unauthorized or fraudulent transactions related to your Funding Account, Deposit Account or use of the Transfer Service, or (iii) we incur problems with your use of the Transfer Service, you agree that we may suspend or terminate your access to the Transfer Service at any time.

We may, in our sole discretion, at any time and without prior notice to you or other Transfer participants, suspend or terminate:

- the Transfer Service,
- your ability to send or receive funds through a Transfer Transaction,
- your ability to send funds through a Transfer Transaction, while continuing to permit you to receive funds through a Transfer Transaction,
- your ability to request funds from another Member, or
- your ability to receive requests for funds from another Member.

Application of this Agreement after Reinstatement

In the event your access to the Transfer Service is terminated or suspended for any reason and then later reactivated or reinstated, you agree that this Agreement, or any revised or amended version of this Agreement in effect at the time of reactivation or reinstatement, will continue to apply to your Transfer Transactions and use of the Transfer Service.

8. Privacy; Authorization to Use Information; Obligation to Update Contact Information

Commitment to privacy

We are committed to protecting your privacy. Except as otherwise provided in this Addendum, all information gathered from you in connection with using the Transfer Service will be governed by the U.S. Consumer Privacy Notice and Digital Privacy and Cookies Policy.

Use of personal information to identify you and process Transfer Transactions

You authorize each Participating Financial Institution to use the email addresses and telephone numbers that are associated with you to process and route Transfer Transactions to and from your Funding and Deposit Accounts.

In particular, if you:

- receive notice of a Transfer Transaction via any email address or via text message at any telephone number, and
- authorize or accept completion of the Transfer Transaction, then
- You are also authorizing all Participating Financial Institutions to associate that email address or telephone number with you and with your Funding and Deposit Accounts.

You agree that we may provide information about you to:

- any Member you contact, communicate with, send funds to, or receive funds from, using the Transfer Service, and
- any Member's Financial Institution, or any other person, engaged in processing, facilitating, or delivering Transfer Transactions to which you are a party.

The information we provide may include your name, address, telephone number, and email address. You irrevocably waive any provision of our U.S. Consumer Privacy Notice which would prevent us from providing this information in connection with any Transfer Transaction to which you are a party.

Additional provisions concerning use of information

You agree that we may obtain such additional information as we deem reasonably necessary to ensure that you are not using our Transfer Service in violation of law, including, but not limited to, laws and regulations designed to prevent “money laundering” or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

You understand that in order to complete fund transfers using the Transfer Service, it may be necessary for us to communicate with other financial institutions and other participants in the Transfer Service concerning the Transfer Transactions. You agree that we may use, copy, modify, update, display, and distribute to other persons any information or data you provide to us for the purpose of processing Transfer Transactions or providing the Transfer Service, and you give us a license to do so.

You authorize us and other Participating Financial Institutions to use information you provide to us, and information concerning your Transfer Transactions in order to:

- initiate and complete Transfer Transactions, and
- provide ancillary and supporting services to facilitate your Transfer Transactions and use of the Transfer Service.

Your authorization includes, but is not limited to, providing such information to:

- Members to whom you send funds or from whom you receive funds, using the Transfer Service,
- Member’s Financial Institutions, and
- any intermediary or service that is in any way facilitating or processing the Transfer Transaction.

We may also disclose information to third parties about your account or the transfers you make in order to process your transactions or to verify the existence and condition of your account. The third parties may include transactions processors, clearinghouses, credit bureaus and merchants.

Each time you use the Transfer Service, you represent and warrant to us that:

- you have the right to authorize us to access your Funding Account to effect fund transfers or for any other purpose authorized by this Addendum,
- you are not violating any other person’s rights when you provide us information and instruct us to initiate or complete a fund transfer, and
- all the information you provide to us is true, current, accurate, and complete.

We will maintain audit logs that track your access, view, and use of electronic data in connection with your use of the Transfer Service. These audit logs may include, but are not limited to, detailed information about your transactions and communication with other Transfer Service participants.

9. Changes to email addresses and telephone numbers

You agree that you will notify us immediately in the event of a change to any email address or telephone number that has been provided to us and is associated with you. You may instruct us to change any email address or telephone number we associate with the Transfer Service at any time. Address and telephone number changes may be initiated:

- at your request.
- if we receive notice of change to your email address or telephone number from any Participating Financial Institution or any common carrier; or
- if we receive information from another party in the business of providing correct contact information that the email address or telephone number in our records no longer is associated with you.

We may continue to rely on any email address or telephone number that has been provided to us until you notify us of a change. We may act on any instruction purportedly made on your behalf within a reasonable time after we receive such instruction.

10. Power of Attorney

For as long as you are using the Transfer Service, you give to us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access the Funding and Deposit Accounts, complete fund transfers as described above, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with completing fund transfers, including verifying the content and authenticity of any fund transfer instruction for the purposes of security procedures applicable to Funding and Deposit Accounts, as fully to all intents and purposes as you might or could in person. Once we have actual knowledge that you wish to cease using the Transfer Service as provided in this Addendum and have a reasonable opportunity to act on such knowledge, this limited power of attorney is automatically revoked; provided, however, that any act done by us in good faith before we have actual knowledge of the termination by you and have a reasonable opportunity to act on

such knowledge shall be deemed to be authorized by you. This limited power of attorney shall not be affected by your subsequent incapacity.

You understand and agree that your relationship with each person to whom you send money to, or receive money from, is independent of The Bank and your use of the Transfer Service. We will not be responsible for any acts or omissions by these persons.

YOU ACKNOWLEDGE AND AGREE THAT WHEN THE BANK IS AFFECTING A FUND TRANSFER FROM OR TO ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF ANY THIRD PARTY. You agree that The Bank, its affiliates, service providers, and partners shall be entitled to rely on the authorization, agency, and power of attorney granted by you in this Addendum.

11. Limitation of Liability

YOU AGREE THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED BY YOU AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) OUR ABILITY OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED ON THE ACCOUNTS; (4) ANY CHARGES IMPOSED, OR ACTIONS TAKEN, BY ANY OTHER FINANCIAL INSTITUTION; (5) ANY FUNDS TRANSFER LIMITATIONS SET BY OTHER FINANCIAL INSTITUTIONS; AND/OR (6) LIABILITY ARISING FROM THE RECEIPT OR NON-RECEIPT OF THIRD PARTY NOTIFICATIONS SENT TO TRANSFER FUNDS RECIPIENTS' EMAIL ADDRESSES OR CELL PHONE NUMBERS PROVIDED TO US.

We shall have no liability to you for any such transfers of money, including without limitation, (i) any failure, through no fault of us to complete a transaction in the correct amount, or (ii) any related losses or damages. We shall not be liable for any typos or keystroke errors that you may make when using the Service.

YOU AGREE THAT YOU, NOT WE, ARE RESPONSIBLE FOR RESOLVING ANY PAYMENT OR OTHER DISPUTES THAT YOU HAVE WITH ANY OTHER USER WITH WHOM YOU SEND MONEY TO, OR RECEIVE OR REQUEST MONEY FROM, USING THE SERVICE.

12. Your Fund Transfers to Others

TYPES OF FUND TRANSFERS

We may from time to time make available additional or new features to the Transfer Service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline any Transfer Transaction that we believe may violate applicable law.

You represent and warrant to us that:

- all Transfer Transactions you initiate are for your own account, and not on behalf of another person,
- you are not receiving any fee or compensation from any other person in return for initiating a Transfer Transaction, and
- you are authorized by the receiving Member to make funds transfers to the Member's account at the Member's Financial institution.

SENDING MONEY; DEBITS BY PARTICIPATING FINANCIAL INSTITUTIONS

You may send money to another Member at your initiation or in response to that Member's request for money. You understand that use of this Transfer Service by you shall at all times be subject to (i) this Addendum, and (ii) your express authorization at the time of the transaction for us or another Participating Financial Institution to initiate a debit entry to your Deposit Account. You understand that when you send the payment, you will have no ability to stop it.

In most cases, when you are sending money, the transfer will occur in minutes; however, there are circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person receiving the money. You understand and acknowledge that a person to whom you are sending money and who is not registered as a Member may fail to complete the request for account information required to complete the transaction, or otherwise ignore the payment notification, and the transfer may not occur.

The money may also be delayed, or the transfer may be blocked to prevent fraud or comply with regulatory requirements. We have no control over the actions of other Members, other Participating Financial Institutions or other financial institutions that could delay or prevent your money from being delivered to the intended Member.

FREQUENCY OF TRANSFER TRANSACTIONS

We do not limit the number of transfers you may make; however, you may not make transfers in excess of the number of fund transfers allowed by the rules governing the applicable accounts. We may from time to time for security and risk management reasons modify the limit, the frequency, and the dollar amount of transfers you can make using the Transfer Service. The limits on the frequency and dollar amount of transfers are solely for the protection of The Bank.

DOLLAR AMOUNT OF TRANSFER TRANSACTIONS

You may not make transfers in excess of limits prescribed by The Bank for security purposes and/or in compliance with network operating rules. The amount of money you can send will vary based on the type of Funding Account you use, your recipient and the transaction history for each recipient. Transfers from a Funding Account may be made up to a daily aggregate dollar limit of \$300, a weekly aggregate dollar limit of \$2,100 and a monthly aggregate dollar limit of \$9,000.

Transfer limits applicable to Members of other financial institutions are governed by the Member's Financial Institution's transfer service agreements.

We reserve the right to change from time to time the dollar amount of transfers you are permitted to make using the Transfer Service. For example, in the event that your use of the Transfer Service has been suspended and reinstated, you understand and agree that your use of the Transfer Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us. All transfer limits are subject to temporary reductions to protect the security of Member accounts and/or the Transfer Service. Your transfer limits may vary from those of other Members, depending upon criteria we establish from time to time.

TRANSFER TRANSACTIONS SUBJECT TO THE RULES OF THE FUNDING ACCOUNT

All Transfer Transactions are subject to the rules and regulations governing your Funding Account. You agree not to initiate any payments from an account that are not allowed under the rules or regulations applicable to that account, including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations. You agree that any Transfer Transaction to a Member's account which is not with a Participating Financial Institution will also be governed by the NACHA Operating Rules and any applicable card network rules (e.g., Visa or Mastercard).

TRANSFER TRANSACTION DESCRIPTIONS

We may, in our sole discretion, permit you to add a description or comment concerning the Transfer Transaction that will be transmitted to the recipient. You agree that if we permit you to add a description or comment concerning the payment to your recipient that you will not include inappropriate or abusive language, messages or content in the description or comment. You agree that we may monitor the contents of the description or comment and may delete or edit the message if we believe any of the content is inappropriate or abusive, in our sole and absolute discretion.

FAILURE OR REJECTION OF TRANSFER TRANSACTIONS

We do not make any representation or warranty that any particular Transfer Transaction can be completed, or that it can be completed within a particular period of time. Any estimate we may provide concerning the completion date for the Transfer Transaction is only an estimate and is not binding on us. You understand and agree that we have no control over the actions of other Members, or of other financial institutions (including Member's Financial Institutions), that may prevent a Transfer Transaction from being completed, or may delay its completion. You understand and agree that we may not be able to complete a Transfer Transaction if:

- the receiving Member does not enroll in or register with the Transfer Service.
- the receiving Member does not complete the necessary steps in provided needed information to complete the transfer; or,
- the receiving Member does not register with the Transfer Service the specific email address or telephone number you have provided to us for them.

Upon learning that a Transfer Transaction to transfer funds from your Funding Account to a Member cannot be completed for any reason, we may make a reasonable effort to complete the payment again. If the fund transfer is not completed, we may try to notify you to contact your intended recipient but are not required to do so.

If you do not have enough money in your Funding Account to make a fund transfer, we may reject your request to initiate the fund transfer.

We reserve the right to decline or cancel any payment instructions or orders or to carry out change or cancellation requests. We may, in our sole discretion, decline to initiate or complete a Transfer Transaction for any reason. We may, in our sole discretion, accept instructions from any Member or from a Member's Financial Institution to block your attempts to use the Transfer Service to initiate Transfer Transactions with that Member or Members of that institution.

AUTHORIZATION FOR FUND TRANSFER AND SUSPENSE OF FUNDS

You agree that each payment instruction you give us is an authorization to make a funds transfer on your behalf. You authorize us to withdraw the funds from your Funding Account immediately upon receiving your instruction for the Transfer Transaction and to place the funds in a suspense account pending completion of the Transfer Transaction. You understand and agree that in the case of a Transfer Transaction to a person who has not yet enrolled in the Transfer Service, or if your Funding Account has been open for less than thirty days, we may hold your funds in the suspense account for up to fifteen business days before either returning the funds to you or sending them to the recipient.

You also agree that the Member's Financial Institution receiving the funds for a Transfer Transaction may hold those funds for a reasonable period of time while attempting to identify a Deposit Account for a Member who has either:

- not yet enrolled in the Transfer Service.
- not yet identified a Deposit Account, or
- closed the recipient's prior Deposit Account but still has other accounts open with the Member's Financial Institution.

You understand that the Member's Financial Institution receiving the funds may require a Member to manually accept each funds transfer you send to the Member. If the Member does not accept the funds transfer within the time frame set by the Member's Financial Institution, the funds will be returned to you. **You understand and agree that we have no control over whether or not the Member's Financial Institution will require manual acceptance, or how long the Member's Financial Institution will hold the funds before returning them.**

You authorize us to act as your agent in receiving and processing any return of funds as we deem appropriate.

NO RIGHT TO CANCEL OR STOP A TRANSFER TRANSACTION

Transfer Transactions that are in process cannot be cancelled or stopped. **You agree that you, and not we, will be responsible for resolving any payment dispute with any Member to whom you send money through a Transfer Transaction.**

13. Payments to you from other Members

You authorize other Members to transfer funds to you as part of the Transfer Service.

Fund transfers we receive from a Member on your behalf will be credited to your Deposit Account. All payments received are subject to the rules and regulations governing your Deposit Account.

Most transfers of money to you from other Members will occur within minutes. There may be other circumstances when the payment may take longer. For example, in order to protect you, us, and the other Participating Financial Institutions, we may need additional time to verify your identity or the identity of the person sending the money. We may also delay or block the transfer to prevent fraud or to meet our regulatory obligations.

If you are receiving a payment from a business or government agency, your payment will be delivered in accordance with both this Addendum and the procedures of the business or government agency that is sending you the payment.

You agree that we may hold funds we receive on your behalf for a reasonable period of time while attempting to identify a Deposit Account if you have either:

- not yet identified a Deposit Account, or
- closed your prior Deposit Account but still have other accounts open with us.

We may return all or part of any Transfer Transaction to the sending financial institution, at any time and in our sole discretion, if either:

- we are unable to establish that you are the intended recipient of the Transfer Transaction,
- you do not register with the Transfer Service the specific email address or telephone number the sending Member has provided to us for you,
- we reasonably believe that completing the Transfer Transaction would violate any applicable law or regulation,
- the Transfer Service Participant sending the funds has exceeded any of the sending limits established by the sender's financial institution for Transfer Transactions,
- you have exceeded or will, by receiving the pending Transfer Transaction, exceed any of your receiving limits for Transfer Transactions,
- we are advised that either the Participating Financial Institution, the Member initiating the Transfer Transaction, or the owner of the Funding Account from which the payment was made, has alleged that the Transfer Transaction was fraudulent or unauthorized, or
- you do not identify a Deposit Account within a reasonable time

14. Refunding Payments Made To You By Members

You agree that you are responsible for the full amount of any Transfer Transaction we credit to your Funding Account which is later reversed for any reason. You agree that we may withdraw the full amount, or any portion, of any reversed or disputed Transfer Transaction, plus any applicable fees, from your Funding Account or from any other account you have with us, without prior notice to you. You agree that you, and not we, will be responsible for resolving any payment dispute with any Member from whom you receive money through a Transfer Transaction.

15. Discharge of Obligations

You understand and agree that the extent to which a Transfer Transaction discharges an underlying obligation you have to the recipient of a Transfer Transaction, or an underlying obligation owed to you by the sender of a Transfer Transaction, will be determined by your agreement with the other party and other applicable law.

16. Requesting Money

We may, at our option, offer you the ability to send a request for money to another Member. You understand and agree that:

- All requests for money must be delivered to an email address if a Member has not registered a mobile phone number with us or a Participating Financial Institution.
- You understand and acknowledge that Members to whom you send payment requests may reject or ignore your request. We do not guarantee that you will receive money from other Members by sending a payment request. If a Member ignores your request, we may decide, in our sole discretion, that we will not send a reminder or repeat request to that User. We have no obligation to advise you on whether or not the request has been received.
- You will not make or repeat a request for money to a Member after you have received notice from any person that either:
 - the Member does not wish to receive a request for money from you, or
 - the Member disputes or disclaims the obligation for which the request is made.
- You agree that you are not engaging in the business of debt collection by attempting to use the Service to request money for the payment or collection of an overdue or delinquent debt; to request money that is owed to another person; or to collect any amounts that are owed pursuant to a court order.
- We reserve the right, but assume no obligation, to terminate your ability to send requests for money in general, or to specific recipients, if we deem such requests to be potentially unlawful, abusive, offensive or unwelcome by the recipient.

17. Receiving a Request For Money

We may offer other Members the ability to send you a request for money. You have no obligation to respond to the request, either through the Transfer Service or otherwise. You authorize us to deliver to you all requests made by other Members that we reasonably believe are addressed to you. You understand and agree that:

- We are not able to control the frequency, content, or purpose of requests that may be sent to you by other Members.
- We make no representations or warranties concerning the genuineness or accuracy of any request you receive.
- We do not guarantee that you will receive requests addressed to you through the Transfer Service.
- We may not be able to prevent or block requests from being sent to you, either by specific Members or generally, unless you terminate your enrollment in the Transfer Service.

18. Electronic Fund Transfer Provisions Applicable to CONSUMERS

Applicability

The provisions in this Section apply only to electronic fund transfers that debit or credit a consumer's checking, savings, or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). The Bank may, when applicable, rely on any exceptions to the provisions in this Section that are contained in Regulation E. All terms not otherwise defined in this Addendum which are defined in Regulation E will have the same meaning when used in this Section.

Unauthorized EFTs

You must tell us AT ONCE if you believe that your password has been lost or stolen, or if you believe that an EFT has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

In case of errors or questions about your EFTs

In case of errors or questions about your EFT, telephone us at the number on the back of your card or the number listed on the statement for your account, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement.

We must hear from you no later than 60 days after the date we send the first statement on which the problem or error appeared:

- Tell us your name and account number (if any)
- 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
- Tell us the dollar amount of the suspected error

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 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.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days 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.

Documentation

You have the right to find out whether an EFT was credited or debited to your account. We will send you a monthly statement if there is an EFT in a particular month unless you have opted out of receiving such documents.

19. Transfer Transaction History

Your Transfer Transactions will appear in the online transaction history and in the periodic statements for your Funding Account.

20. Your Responsibility For Errors

You understand that we must rely on the information provided by you and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you, to submit fund transfer instructions on your behalf. You understand that financial institutions receiving the fund transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You agree to accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

21. Miscellaneous

Subject to the terms of this Addendum, the Transfer Services are generally available 24 hours a day, seven days a week with the exception of outages for maintenance and circumstances beyond our or any authorized third party's control. Live customer service generally will be available Monday through Friday during regular bank hours of operations, excluding US bank holidays.

VIII. DIGITAL BILL PAY

A. GENERAL DESCRIPTION

Bill Pay ("Bill Pay") is a free service that lets you schedule bill payments through the Service. You must have at least one Eligible Account that is a South Georgia Banking Company checking account to use Bill Pay. For certain providers, you may have to provide additional identification information to see the bill detail information from our Website, or you may have to visit your provider's site directly to see bill detail information.

You can arrange, at your option, for the payment of your current, future, and automatic (recurring) bills from the Eligible Accounts listed below. Please note that these Eligible Accounts, called "Bill Pay Funding Eligible Accounts," have certain payment limits, also listed below. We may adjust these limits (such as we may establish a lower single payment limit for you) in our sole discretion without prior notice to you, unless otherwise required by applicable law or regulation. We may also establish or adjust limits for total daily, weekly, or monthly payments. For security reasons there may be additional limits on the amount, number, or type of transactions you can make using Bill Pay.

Account Type	Payment Limits		
	Per Transaction	Per Day	Per Month

South Georgia Banking Company Checking Accounts	\$9,999.99	\$9,999.99	\$25,000.00
South Georgia Banking Company Savings and Market Accounts	\$9,999.99	\$9,999.99	\$25,000.00

Eligible Accounts that require two or more signatures or authorizations to withdraw or transfer funds may not be used as a Bill Pay Funding Eligible Account. A Bill Pay Funding Eligible Account must remain linked to the Service in order to use the Bill Pay Funding Eligible Account for current, future and automatic (recurring) Bill Pay payments.

Other than as stated above, there is no limit to the number of payments that may be authorized (except that the number of transfers from an eligible money market or savings account is limited as detailed in the Deposit Account Agreement).

You may pay any payee approved by us in the continental United States, Alaska and Hawaii, and the following United States Territories: Guam, Puerto Rico, and the Virgin Islands. Payments to a person or business with an APO or FPO address will be made via paper check.

Joint account holders may use the same account as their Bill Pay Funding Eligible Account for their individual use of Bill Pay.

If you give us the name and address of a payee, or an image of a payee bill or invoice, you authorize us to follow your payment instructions regarding that payee. In some cases, we may submit payments to the best-known payee name or address. Bill Pay payments sent via paper check with varying payee names may be combined in one envelope if those payments have the same mailing address, and the payee has not registered their full/unique mailing address with the USPS, including their secondary address designation, e.g. - Suite, Room, Floor, Dept., Building, or Unit. If we need to, we'll change or reformat your payee account number to match the account number or format required by your payee for electronic payment processing and eBill activation.

Bill Pay is intended for your use only to pay bills and invoices, and not for any other purpose. Using Bill Pay to process payments on behalf of someone other than an owner is prohibited and will be grounds for termination of Bill Pay and your access to the Service.

We may use non-affiliated third parties acting on our behalf to process Bill Pay payments. These third-party processors must adhere to the Bank's strict security and privacy-protection standards.

The date a Bill Pay payment starts processing is referred to in this Agreement as the "Payment Send on Date." Specific details about the Payment Send on Date will be provided on the Service Web pages when you schedule a Bill Pay payment. We may, at our option, pay or refuse to make bill payments funded by checking accounts, saving accounts and money market accounts, if it would create an overdraft on those accounts. This decision remains discretionary regardless of whether we've previously honored or dishonored overdrafts. Fees may apply depending on the action we take.

If we receive a bill payment drawn against your checking account or savings or money market account and there are insufficient available funds in that account to cover the payment, we may at our sole discretion:

- Pay the bill payment and create an overdraft on your account, or
- Decline the bill payment, or
- Re-attempt the bill payment the following Business Day (until this second attempt is completed, the payment is pending and cannot be canceled).

Any negative balance on your Funding Account will be governed by your applicable account agreements with us and fees may apply.

If your Bill Pay Funding Eligible Account closes or is restricted for any reason, we'll cancel all pending payments associated with the account. It will be your sole responsibility to make all pending and future payments.

B. FEES

There are no monthly service fees for Bill Pay. Account fees (e.g., monthly service, overdraft) may apply to the Bill Pay Funding Eligible Account. There may be additional fees associated with Bill Pay for customer requested services (see below). These charges will only be assessed if you request one or more of the services listed here.

For more information on the account fees, please refer to the account agreement you received when you opened your account.

Payment / Method	Fee
Gift Check	\$2.99
Charitable Donation	\$1.99
Next Business Day Check Delivery	\$34.95
Second Business Day Check Delivery	\$29.95
Second Business Day Electronic Delivery	\$6.95

C. STOP/CHANGE PAYMENT

You have the right to stop or change any scheduled bill payment, if you: (1) do so within the Bill Pay secure online session or by calling Customer Service at **1-888-782-4211**, and (2) have submitted your request in time to provide us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your bill. See Bill Pay Payment Guarantee for further information.

Stop payment requests aren't guaranteed: for example, payees can present paper check payments to their bank before the stop payment has been properly processed, and once a paper check has been cashed by the payee or credited to the payee's account it cannot be stopped. If we successfully stop the payment of a paper check, it may take up to seven Business Days for the funds to be credited back to your account.

D. SCHEDULING PAYMENTS

When making payments through Bill Pay, please allow enough time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date, so that the delivery date is before the payment due date.

Bill Pay payments sent by check will show the payer of the check as the "Name on Bill" you have provided for that payee record.

Payments must be scheduled before 4:00 pm Eastern Time to be processed on that day. We will withdraw funds from your Bill Pay Funding Eligible Account on the Business Day following your Payment Send on Date. Your Available Balance may be reduced by the amount of your payment on the calendar day following your Payment Send on Date, if that day is not a Business Day.

If a paper check is sent and the check is not presented for payment within 90 days, we'll stop payment on the check and credit the check amount back to your Bill Pay Funding Eligible Account.

To avoid sending duplicate Bill Pay payments, if you schedule more than one payment to the same payee for the same amount on the same date, only one payment will be sent.

E. ERRORS AND LIABILITY

Your Liability for Unauthorized Transfers.

Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in General Terms section above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

F. TERMINATION

We may terminate your access to Bill Pay without prior notice:

- If you use or we suspect you have used Bill Pay for other, illegal, fraudulent or unauthorized purposes.
- If you establish more than 999 payees.
- If you close your enrolled account and don't timely designate a new account as a Bill Pay Funding Eligible Account.
- For Eligible Accounts that are in default or subject to an automatic stay in bankruptcy.
- Upon the death of an owner.

If we terminate your use of Bill Pay, your online bill payment information will be lost and all pending payments will be canceled and are your sole responsibility.

G. eBILLS

eBills are the delivery of electronic payment statements for certain types of loans and line of credit products through Bill Pay. At this time, we do not offer eBills for South Georgia Banking Company credit products.

H. THIRD-PARTY eBILLS

Third-party eBills are electronic versions of paper bills made available from participating companies that may not contain the full statement details in them. eBills are updated automatically once the eBill is received from participating companies. If the company you are setting up for bill payment offers eBills, we will let you know that the eBill service is available and guide you through the enrollment process.

Companies may require you to provide certain information in order to verify your identity and validate your eligibility to receive an eBill. We do not control what criteria or information a company uses for their eBill setup. Please refer to the company's privacy notices or contact the company directly if you have concerns over the company's collection, use, and storage of your data. Once an eBill request is submitted, it may take up to ten (10) Business Days for a company to approve your eBill request.

Since eBills are controlled by third-party companies, THE BANK takes no responsibility for any late charges or other adverse consequences if a company delays delivery or fails to deliver a complete or accurate eBill. If you do not receive an eBill or have questions about an eBill, please contact the company directly.

IX. BANK-TO-BANK TRANSFERS, TRANSFERS AND PAYMENTS BETWEEN YOUR SGBC ACCOUNTS

A. DESCRIPTION

The "Transfer & Payments Service" (wires transfers are not a part of this service) lets you transfer funds:

- Between your SGBC Eligible Accounts.
- Between your SGBC checking and savings accounts and your accounts at other U.S. financial institutions; and
- From your accounts at other U.S. financial institutions to make payments to your SGBC credit accounts (such as your eligible home equity lines of credit and loan accounts, auto loan and mortgage loan accounts).

In this Section, "Account(s)" refers to each of the accounts referenced above.

If your SGBC Accounts and/or Service are terminated for any reason, you will have no further right or access to use the Transfer & Payments Service.

B. INFORMATION AUTHORIZATION FOR NON-SGBC ACCOUNTS

We may verify the non-SGBC Accounts that you add to the Transfer & Payments Service. You authorize us to validate the non-SGBC Accounts in a manner selected by us, including through the use of a test transfer, in which one or more low value payments is credited to and debited from your non-SGBC Account. Once the test transfer is complete, we may ask you to access this non-SGBC Account to tell us the amount of the test credit or debit or any additional information reported by your Financial Institution with this test transfer. We may also verify non-SGBC Accounts by requiring you to submit proof of ownership of such Account(s).

C. ACCOUNTS

By using the Transfer & Payments Service, you represent and warrant to us that:

- You own or are an Authorized Signer on the Account held with us and at the non-SGBC U.S. financial institution.
- Your Account at the non-SGBC U.S. financial institution is a United States account.
- Your Account and applicable law permit transfers.
- You have the right to authorize and permit us to access your Accounts to complete such fund transfers or for any other purpose authorized by this Section.
- By disclosing to us and authorizing us to use Account information and complete the transfer you are not violating any third-party rights; and
- Information you provide to us is true, current, accurate, and complete.

You authorize and permit us to use information you submit to make transfers and to configure the Transfer & Payments Service to be compatible with the Accounts.

At all times your relationship with each non-SGBC U.S. financial institution is independent of SGBC and your use of the Transfer & Payments Service. We will not be responsible for any acts or omissions by the non-SGBC U.S. financial institution, including any modification, interruption or discontinuance of any Account by such financial institution or by any other third party, or any fees (including overdraft) that the non-SGBC U.S. financial institution may charge you during the validation process described above.

Not all types of accounts are eligible for Transfer & Payments Service. We may decline the use of any Account that we believe may present a risk to you and/or us. Be sure to check with your U.S. financial institution for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate, and other account types.

D. TRANSFER TYPES AND LIMITATIONS

Type of Transfers. We may add new features to the Transfer & Payments Service, including a next day service and a higher limit service. You will be approved or declined for any such additional service at our sole discretion and additional terms and conditions may apply. We may at any time decline a fund transfer that we believe may violate applicable law or regulation.

Frequency of Transfers. We do not limit the number of funds transfers you may make; however, the account agreement for the relevant Account may provide transfer limits. For security and risk management reasons we may modify the limit, the frequency and the dollar amount of transfers you can make using our Transfer & Payments Service. The limits on the frequency and dollar amount of transfers are solely for the protection of SGBC.

Dollar Amount of Transfers. You may not make fund transfers in excess of dollar limits for the Transfer & Payments Service. We reserve the right to change the dollar amount of fund transfers you are permitted to make using our Transfer & Payments Service. In the event that your use of the Transfer & Payments Service has been suspended and reinstated as provided below (see Suspension, Reinstatement, and Termination), you understand and agree that your use of the Transfer & Payments Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

Failure or Rejection of Transfers. Upon learning that the fund transfer could not be completed, we may, but are not required to, make a reasonable effort to complete the transfer again. If the fund transfer fails, we will notify you to contact your non-SGBC financial institution to learn more about the failure.

We reserve the right to decline: (i) any fund transfer, (ii) to submit fund transfer instructions or orders, or (iii) to carry out change or cancellation requests.

You represent and warrant to us that you have enough money in the non-SGBC Accounts to make any funds transfer you request that we make on your behalf through the Transfer & Payments Service. If we receive a transfer request against your Account and there are not enough available funds in your Account to cover the transfer, we may at our sole discretion:

- Cover the transfer and create an overdraft to your Account; or
- Decline the transfer.

We may make this decision regardless of whether we may have previously honored or dishonored overdrafts. Fees may vary depending on the action we take. Any negative balance on an Account with SGBC is governed by the applicable agreement for that Account, including fees that may apply.

Your Right to Cancel a Transfer. Payments that are in process cannot be canceled or stopped. When the Transfer & Payments Service offers recurring and/or future one-time transfers, you may cancel any transfer as long as we receive the request before the process date of the one-time transfer or the next scheduled recurring transfer. For recurring transfers, you may cancel only the next scheduled transfer or the entire recurring transfer schedule. After the entire recurring transfer schedule is canceled, all future transfers will be canceled, and you must reschedule it if you want transfers to be made in the future.

You may cancel a transfer by logging on to the Transfer & Payments Service or by contacting us at Customer Service at **1-888-782-4211**.

E. AUTHORIZATION

You agree that your transfer instructions are the authorization for us to complete the fund transfer. You authorize us to select any means to execute your fund transfer instructions, such as the Automated Clearing House (ACH), or check. You will be bound by the rules, laws, and regulations that govern the applicable fund transfer systems, such as ACH rules as published by the National Automated Clearinghouse Association (Nacha), or Article 4A of the Uniform Commercial Code.

We will make all reasonable efforts to process your transfer requests in a timely manner; however, we reserve the right to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid. For SGBC Accounts, any interest earned on such funds during the hold period will remain the property of SGBC.

To complete your fund transfer we may utilize ACH transfers or another third-party network which will result in a debit to one of your Accounts and a credit to another of your Accounts. All SGBC ACH transfers go through a SGBC transfer account. For ACH debit entries (which debit your other Account and credit your SGBC Account), SGBC

typically holds funds for 3-4 Business Days to make sure that the item will not be returned unpaid before we will credit your Account. If the ACH transaction is returned for any reason and the payment has been credited to your Account, you authorize us to debit your Account, in whole or in part, for the amount of the returned item and any applicable fees resulting from the return.

F. FEES

Depending on the type of transfer or the type of SGBC Account we may charge fees for the use of the Transfer & Payments Service, and for any additional services or features that we may introduce. We will notify you of such charge in advance of the transaction. If you choose to proceed with the transaction, you authorize us to debit your Account in the amount indicated. You agree to pay all fees associated with the use of the Transfer & Payments Service. Note that your mobile carrier's message and data rates may apply.

G. SUSPENSION, REINSTATEMENT, AND TERMINATION

Without limiting any other right or remedy that we may have under this Agreement or otherwise, we reserve the right to suspend your right to use the Transfer & Payments Service, immediately and without prior notice to you, if we incur a problem with your use of the Transfer & Payments Service. We may do so if, for example, there is a failure in attempting to debit any of your Accounts or to collect any of your fund transfers as described above. You understand and agree that such action is reasonable for us to take in order to protect SGBC from loss. In the event of such suspension, you may request reinstatement of your service by contacting us at **1-888-782-4211**.

In our sole discretion, we may grant or deny reinstatement of your use of the Transfer & Payments Service. If we agree to reinstate you, we may initially reinstate your Transfer & Payments Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions. Based upon your subsequent usage of the Transfer & Payments Service, we may restore your ability to complete transfers subject to such higher limits as may then be in effect.

Subject to applicable law or regulation, we may terminate your right to use the Transfer & Payments Service at any time and for any reason, including if in our sole judgment we believe you:

- Engaged in conduct or activities that violate any of the terms of this Agreement or our rights; or
- Provided us with false or misleading information; or
- Interfered with other users or the administration of the Transfer & Payments Services.

H. ACCOUNT NUMBER POLICY

If the instructions for a transfer under the Transfer & Payments Service identify a bank or beneficiary by name and account number, we or the relevant financial institution may execute those instructions by reference to the account number only, even if the account number does not correspond to the name. You agree that neither we nor the relevant Financial Institution will have responsibility to investigate discrepancies between names and account numbers.

I. YOUR RESPONSIBILITY FOR ERRORS

We must rely on the information you provided, and you authorize us to act on any instruction, which has been or reasonably appears to have been sent by you or your Authorized Representative, to submit fund transfer instructions on your behalf. Financial Institutions receiving the fund transfer instructions may rely on such information. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. If you or your Authorized Representative provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities, or fraud in the information that you provide. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, we may recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of Financial Institutions holding the non-SGBC Account, unless otherwise required by law or regulation. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays, or other problems are the responsibility of the relevant Financial Institution. Any rights you may have against a Financial Institution for such errors, delays, or other problems are subject to the terms of the agreements you have with such Financial Institution, including any time limits during which complaints must be made.

Please see EFT Provisions (Consumers) in Section 3 in this Agreement for terms and conditions that apply to electronic fund transfers that debit or credit a consumer checking, savings, or other asset account and are subject to Regulation E.

J. OUR LIABILITY

If we do not provide a fund transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the Account specified in

the applicable fund transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account.

We are not liable for any costs, fees, losses or indirect, special, or consequential damages of any kind incurred as a result of:

- Our debit and/or credit or inability to debit and/or credit the accounts in accordance with your fund transfer instructions; or
- Inaccuracy, incompleteness, or misinformation contained in the information retrieved on the accounts; or
- Charges imposed by any non-SGBC Financial Institution or by applicable law or regulation; or
- Fund transfer limitations set by the non-SGBC Financial Institutions or applicable law or regulation; or
- Not enough money in your Account to make the fund transfer; or
- System failures at a non-SGBC Financial Institution and we are unable to complete the transfer; or
- Third party causes, including your non-SGBC Financial Institution.

K. SECURITY

Security Procedures. The Financial Institution at which your account is maintained may contact us to verify the content and authority of fund transfer instructions and any changes to those instructions. In connection with the Transfer & Payments Service, we may provide to that Financial Institution such information as may be required to verify the instructions and the verification may constitute a valid security procedure under the rules governing that Account.

Deviating from Security Procedures. You permit us to authorize your non-SGBC Financial Institution to accept funds and transfer instructions in accordance with any authorization procedures you and such Financial Institution have agreed upon, or that we, on your behalf, and such Financial Institution have agreed upon, without verifying the instructions under the established security procedures, regardless of whether you agreed to the security procedures, or we agreed on your behalf. In addition, we may authorize such Financial Institutions to charge and debit your Accounts based solely on these communications.