

# FIRST STATE BANK ONLINE BANKING & ONLINE BILL PAYMENT E-STATEMENTS & MOBILE BANKING TERMS AND CONDITIONS

Welcome to First State Bank Online Banking. Your use of Online Banking is subject to all terms and conditions contained in this online Agreement (the "Agreement"). Please read the Agreement carefully before proceeding. When you use Online Banking you agree to the terms and conditions of the entire Agreement.

## I. GENERAL TERMS AND CONDITIONS

### 1. Definitions:

Throughout this Agreement, the words "you" and "your" refer to every person who is listed on our records as an owner of the Account who has enrolled in Online Banking. "We", "us" and "our" mean First State Bank. "Authorized Use" means you or any other person who either (i) is actually authorized by you to use Online Banking on your behalf; (ii) accesses Online Banking using your online password, whether or not such person has actual authority to do so. "Account" means your primary checking account or other account designated by you. "Business Day" means Monday through Friday, except for legal holidays. "Transaction" means any transaction requested using Online Banking, including requests for transfers between your accounts and Bill Payment requests. "Site" means our internet website.

### 2. Terms of Agreement:

You agree to the rules in this Agreement every time your password is used to access Online Banking. Your use of Online Banking may also be affected by the agreements between us for your linked First State Bank accounts. When you link an account to Online Banking you do not change the agreements you already have with us for that account, (for example – loans, money market accounts). You should review those agreements for limitations on the number of transactions you can make and for other restrictions that might impact your use of an account with Online Banking.

### 3. Electronic Funds Transfer Act:

This Agreement applies to personal accounts and certain business accounts, unless an exception is noted. Personal accounts may be subject to the Electronic Funds Transfer Act ("EFTA"), some personal accounts will be governed both by the rules of the EFTA and this Agreement. If the EFTA applies to the account and there is a conflict between the rules of the EFTA and this Agreement, EFTA's provisions will control. Please see the Electronic Fund Transfers section of the Customer Agreement for special rules applicable to personal accounts.

### 4. Online Banking Available Services:

The following types of services are available any time, day or night, 7 days per week:

- Access history on your accounts for a period up to 12 months;
- Check account balances;
- Transfer funds electronically between your linked accounts;
- View images of paid checks;
- Initiate Stop Payments;
- Initiate electronic bill payments through Bill Pay services;
- Obtain information about Bank products and services.

**Business customers only** – Initiate ACH transactions

### 5. Transfers:

Transfers can be made in two ways, one-time and recurring. One-time transfers are used when transfers occur on an infrequent or irregular basis, or which vary in amount. One-time transfers can be scheduled as immediate or future dated. You may use the recurring transfer feature when you transfer a set amount at regular intervals, for example from your checking to your savings account. One-time and recurring transfers may be made from your linked First State Bank personal or business checking, and savings accounts. Transfers from or to your linked loan accounts can be done as a One-Time transfer. Your ability to transfer funds between certain accounts is limited by federal law, as described in the Customer Agreement. For example, transfers and bill payments made using Online Banking are counted against the permissible number of transfers, as are the other transfer methods described in the Customer Agreement. The completion of a transfer is subject to the availability of sufficient funds at the time of final processing. If you do not have enough available funds, you may incur a non-sufficient funds (NSF) fee. Please refer to the applicable account agreement and fee schedule for details. Transfers you submit are immediately reflected in your balances for that account. Transfers entered before the cut-off time of 5:00pm (EST) on a bank business day are processed on that bank business day. Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day.

**6. Online Banking Bill Payment Processing:**

Please refer to the Bill Payment Terms and Conditions located at the bottom of this Agreement.

**7. Online Banking ACH Origination:**

For business customers only. The Customer acknowledges that the ACH feature of the Service is an alternate entry system for issuing ACH transaction orders between the Customer and the Bank. Business customers must complete an application in person at their local branch. A separate ACH Origination Agreement is also required. The bank will review the completed application and accompanying documents. After approval and signed agreement, the Customer and CSR will establish an online company user id, company admin user, and establish the ACH origination parameters, user limits for the customer.

**8. Stop Payments:**

We may accept a stop payment on any item from anyone accessing your Online Banking account. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop payment orders are handled by computers, to be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Generally, your stop payment order is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop payment order expires. A release of the stop payment request may be made only by the person who initiated the stop payment order. Please refer to the applicable account agreement and fee schedule for details.

**9. Changes in Service Charges and Terms:**

We reserve the right to change the terms described in this Agreement. When changes are made to any service charges, or other material terms we will update this Agreement and if required by law send a notice to you at the address shown on our records. For changes involving additional service charges for online transactions, limits on the type, amount or frequency of transactions, or any increase in your responsibility for unauthorized transactions, such notice will be posted or sent at least thirty (30) days in advance of the effective date of any change, unless immediate change is necessary to maintain the security of the system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change, as required by law. You may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to

waive, reduce or reverse service charges in individual situations. Changes to service charges applicable to specific accounts are governed by applicable account disclosures. We also reserve the right to terminate this Site, make access unavailable, and change the Site content, with or without reasonable notice at any time.

**10. Privacy Policy; Disclosures of Information to Third Parties:**

We understand you are concerned about privacy, and your need to safeguard your information and records from unauthorized use and disclosure. Please see our Privacy Policy for information about how we treat information you provide us through our Site.

**11. Information Accuracy:**

We strive to provide complete, accurate and timely account information through Online Banking. All information is either generated by us or obtained from sources believed by us to be accurate and reliable as of the date posted to the Site. However, because of the possibility of human and mechanical error, delayed updates, as well as other factors such as the difficulty of securing a web site from unauthorized alterations or the occurrence of a system breakdown or other unavailability, neither we nor any of our affiliates provide any representations or warranties regarding the Site or any information in it, and we will not be liable to you if any such information is unavailable, delayed or inaccurate. THE SITE AND ALL INFORMATION IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND WE MAKE NO REPRESENTATIONS AND DISCLAIM ALL IMPLIED WARRANTIES OF EVERY KIND, INCLUDING WARRANTIES OR ANY DUTIES (IF ANY) AS TO ACCURACY, TIMELINESS, AND COMPLETENESS SUITABILITY, AVAILABILITY, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR LACK OF NEGLIGENCE OR VIRUSES. We do not provide any warranty against infringement or of quiet enjoyment, and make no other express warranties. With respect to electronic funds transfer problems, such as unauthorized transfers or our failure to properly complete authorized transfers, the extent of our liability is described in this Agreement and in the Electronic Funds Transfer section of the Customer Agreement.

**12. Computer Virus Information:**

It is possible to contract a computer virus by using the Internet or materials downloaded from it. We attempt to keep our Site virus free, but we cannot assure you that the Site and any software or other information downloaded will be virus free. We are not responsible for any electronic virus related problems that may be associated with the use of Online Banking.

**13. Your Computer and Software:**

To access your accounts through First State Bank's Online Banking, you must have a First State Bank account and complete the First State Bank Online Banking self-enrollment process. In addition, you will need a personal computer, Internet Service through the provider of your choice, and a compatible web browser with 128-bit data encryption. You may download a compatible web browser free at: Microsoft Internet Explorer or Netscape Navigator. You are responsible for the installation, maintenance and operation of your computer and your browser software. You assume all risk of error, failure, or non-performance, including the risk that you do not operate your computer or your software properly. We are not responsible for any errors or failures from any malfunction of your computer or your software. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of your computer or your software. We are not responsible for limitations of functionality when your browser software or other software is not compatible with Online Banking. WE MAKE NO WARRANTY TO YOU REGARDING YOUR COMPUTER OR YOUR SOFTWARE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**14. E-Mail:**

E-mail transmissions are not secure. We recommend that you do not send us or ask for sensitive information via any general or public e-mail system. You must not use Online Banking e-mail function for communication that is time sensitive, such as stop payments, making fund transfers, reporting lost or stolen debit or credit cards or checks, or reporting

an error on your account. If you send us a message using e-mail, we will receive it by the following business day. You agree we may take a reasonable period of time to act on any message. You agree that the Bank may respond to you by e-mail with regard to any non-confidential matter related to Online Banking services. Any message we send you shall be considered received within three (3) days of the date sent, regardless of whether you check your e-mail messages within that time frame.

**15. Account Statements and Error Resolutions:**

All transactions completed on Online Banking will appear on your periodic account statement. Please refer to the Customer Agreement provided to you at the time your account was established for rules applicable to account statements. If you think your statement is incorrect or if you need more information regarding a transaction, please see the Error Resolution Notice in the Customer Agreement.

**16. Service Interruptions:**

Online Banking may be unavailable at certain times when computer systems require maintenance or upgrades, unforeseen maintenance is necessary, or major events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. We will make all reasonable efforts to ensure the availability of Online Banking. However, we are in no way liable for the unavailability of all or any portion of Online Banking.

**17. Termination of Online Banking:**

We reserve the right to terminate your use of Online Banking at any time and for any reason. If you should wish to cancel Online Banking, you must cancel all future bill payments and transfers using Online Banking at the time you cancel your enrollment. We will not be liable for any payments or transfers made consistent with a request that you have not cancelled. If you do not access your accounts via Online Banking for any six (6) month period, the Bank reserves the right to disconnect your service without notice.

**18. Unauthorized Transactions:**

Notify us immediately if you believe another person has obtained your Online Banking Identification or Password. Also notify us if someone has transferred or may transfer money from your deposit account without your permission or if you suspect any fraudulent activity on your account. To notify us, call an Online Banking Representative at 800-547-6502. Representatives are available between 9:00 a.m. and 5:00 p.m. (EST) Monday-Friday. You may also write to us at:

First State Bank  
PO Box 555  
Wrens, GA 30833

Additionally, you may also email us at [customerservice@firststate.net](mailto:customerservice@firststate.net). However, electronic mail (e-mail) transmissions are not secure. We therefore, request that you do not send us or ask for sensitive information, etc. via any general form of e-mail system. E-mails through [www.firststate.net](http://www.firststate.net) are not secure.

**19. What to do if You Think You Find a Mistake on Your Statement:**

If you think there is an error on your statement, account or transaction information through First State Bank Online Banking write to us at:

First State Bank  
PO Box 555  
Wrens, GA 30833

In your letter, give us the following information:

**Account information:**

Your name and account number

**Dollar amount:**

The dollar amount of the suspected error.

**Description of Problem:**

If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement.

**You must notify us of any potential errors in writing.**

You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**While we investigate whether or not there has been an error, the following are true:**

We cannot try to collect the amount in question, or report you as delinquent on that amount;

The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

We can apply any unpaid amount against your credit line.

**II. SECURITY PROCEDURES:****1. Your Role:**

Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you think your statement is wrong or if you need additional information about a transaction, please see the Error Resolution Notice in the Customer Agreement. You are responsible for keeping your password and ID confidential. Use of your password will be considered the same as your written signature in authorizing us to complete any transaction you may request. We are acting on any instructions we receive under your password, and you assume all risk resulting from any such access. In addition to protecting your Online Banking ID, password and other account information, you should take precautions to protect personal identification, such as your driver's license, Social Security Number and the like. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. We will exercise good faith and reasonable care in processing your transactions. You will similarly exercise good faith and reasonable care in observing and maintaining security procedures, in communicating with us and in reviewing your account statements for any errors or discrepancies. For further information, please see our Security Statement.

**2. Your Password:**

During self-enrollment, you will select your personal user name and an initial password. If you elect to have Customer Service setup your Online Banking, then you will be assigned a user name and temporary password. You will be required to change this password the first time you sign on. You will also be asked to complete a series of challenge questions and you may need to verify certain information that you have provided earlier as part of multi-factor authentication. Please follow the requirements for setting your password. We encourage you to modify your password on a regular basis and recommend that you do not use your telephone number, birth date or any easily guessed password. You are authorizing First State Bank to act on instructions received under your Online Banking ID and password. You are responsible for keeping your accounts number(s) and other account data confidential at all times.

**III. LIMITATION OF LIABILITY**

**1. Limitation of Liability for Loss:**

To the fullest extent allowed by law, you agree neither we nor any of our affiliates will be liable to you or any third party for any loss, property damage, bodily injury, any consequential or incidental damages (including but not limited to lost profits or lost opportunity), or any other indirect, special, or punitive damages whatsoever, (i) that arise out of or are related to the Site or any use of the Site or the information contained within it, (ii) resulting from any failure to complete any transactions, or (iii) resulting from the installation, use or maintenance of any equipment, software, Internet browser or access software, even if we have been advised of the possibility of such damages. This inclusion of damages includes damages claimed in any cause of action, including but not limited to legal or equitable proceedings and claims relating to contract, tort or products liability.

**2. Exclusive Remedy:**

You agree that your recovery for any damages that you incur shall be limited, at our election, to: (i) a refund of any amount (if any) you paid for information from the Site, or (ii) correction or replacement of the information. Any failure or unconscionability of that or any other remedy does not affect the enforceability of the limitations on and exclusions of consequential, incidental and other damages described in the preceding paragraph.

**3. Specific Situations:**

Notwithstanding, and without limitation, we will have no liability whatsoever if:

Through no fault of ours, you do not have enough money in your account to make a transfer or Bill Payment;

A transfer or Bill Payment would cause your balance to go over the credit limit on your credit lines;

Online Banking was not accessible or otherwise not working properly and the breakdown should have been apparent to you when you attempted to request a transaction;

Circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party, including the post office) prevent a transfer or payment, despite reasonable precautions we have taken;

The funds are subject to legal process or other encumbrance restricting transfer;

The account is closed or frozen to transactions;

You, or anyone you allow, commits any fraud or violates any law or regulation;

Any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly;

You have not properly followed our instructions and the Payee's instruction on how to make a transaction or if you provide us with wrong, incomplete or inaccurate information electronically, orally or in any written materials completed by you in connection with Online Banking.

The payment date you requested does not allow sufficient time for the payee to credit your account properly, or if you requested a payment of less than the full amount due to the payee; or

We have completed any transaction requested by an authorized user.  
There may be other exceptions contained in other agreements with us that govern your account.

**4. Your Liability:**

Except as otherwise provided by law, you will be liable for any loss or damage resulting from your breach of this Agreement or to which your negligence contributed, or which resulted from unauthorized, fraudulent, or dishonest acts by others (others than us). Such liability includes instances when someone effects one or more transactions to your detriment. You are liable for all payments that you make or which are made or requested by an Authorized User, even if such Authorized User exceeds your authority and even if such Authorized User is not an authorized signer on your account.

#### **IV. OTHER TERMS AND CONDITIONS**

**1. Waivers and Severability:**

We may delay exercising our rights without losing them. Any waiver or partial exercise of one right is not a waiver of other rights or the same right at another time. If any provision of this Agreement, or its application to any person or set of circumstances is held invalid or unenforceable to any extent, the remainder of this Agreement, and the application to any other persons or set of circumstances is not impaired or otherwise affected.

**2. Governing Law,**

**Forum, and Limitation of Actions, Severability:** This Agreement is governed by the laws of the State of Georgia. You agree that a printed or electronic version of these terms and conditions (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records. If you ever believe we have not adhered to this contract or are liable for any reason, please contact us immediately. If you feel compelled to bring a lawsuit or proceeding, you must do so within one (1) year of the date you have a right to sue. Any clause of this Agreement declared invalid shall be deemed severable and not affect the validity or enforceability of the remainder.

**3. Our Right to terminate this Agreement:**

We reserve the right to terminate this Agreement and your access to Online Banking, in whole or in part at any time for any lawful reason.

**4. Assignment:**

You may not assign this Agreement or any portion hereof. We may assign this Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of us or our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other parties.

**5. How to Contact Us:**

For all matters affecting this Agreement, you may call us at 800-547-6502, or you may write to us at First State Bank, PO Box 555, Wrens, GA 30833.

#### **Online Bill Payment Terms and Conditions**

##### **BILL PAYMENT SERVICE**

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

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

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

When you sign onto the bill pay system you will establish your list of Merchants by selecting the Add button on the Set up Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry

your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. First State Bank reserves the right to refuse the designation of a Merchant for any reason.

First State Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

### **THE BILL PAYING PROCESS**

First State Bank will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by First State Bank, which is currently 3:00 p.m. EST. Variable bill requests received after the business day cut off time, or at any time on a non-business day will be processed on the next business day. First State Bank reserves its right to change the cut-off time by giving you notice if it changes.

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

YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATE RECURRING PAYMENTS) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is at least five (5) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

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

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

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

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



First State Bank, at its option, may charge any of your accounts with First State Bank to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

**RETURNED PAYMENTS**

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

**LIABILITY**

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

**AMENDMENT AND TERMINATION**

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

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

**FEES**

There are no fees for Bill Paying Service and our service can include an unlimited number of monthly payments.

**Additional Charges for Customer requested Services and Other Items:**

These charges will only be assessed if you request one or more of the services listed here. There will be NO Charge for any item if needed to correct a Financial Institution error. If you do request one or more of the services listed here, you must contact the branch 800-547-6502 as First State Bank does not have an option available to make your request on line.

Stop Payment..... \$33.00  
Research Fee for items over 8 months old ..... \$ 20.00 hour / - 1  
hour min.

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

Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic

Fund Transfers Disclosure Statement included, or, received when you opened your account, which discloses important information concerning your rights and obligations.

### **Responsibility**

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

### **Unauthorized Transactions**

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

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

### **Electronic Mail (E-mail)**

Sending E-mail is a very good way to communicate with First State Bank regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to First State Bank. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. First State Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

**Disclosure of Information**

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

**Links to other Sites**

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

**Virus Protection**

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

**Damages and Warranties**

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

**Indemnification**

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

**Additional Remedies**

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

**Termination and Changes in Terms**

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

**Applicable Rules, Laws, and Regulations**

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

**Assignment**

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

**Integration**

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

**Severability**

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

**Waiver**

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

**Force Majeure**

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

**Construction**

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

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.

## **E-Statements!**

Thank you for your interest in electronic account statements from First State Bank. This service is available to you at no cost, and will allow you to view your current and past account statements for all of your accounts on a secure website. As part of the registration process, please read the following Consent and Authorization disclosure and indicate your acceptance at the bottom.

Consent and Authorization for Electronic Transmission of Account Statements and Notices.

In this Consent and Authorization, the words "I," "Me," and "My" mean each person who electronically 'signs' below by clicking the 'Accept' button. The word "Account" mean the Login or User ID that I entered in order to access this Consent and Authorization. The words "Account Number" mean any and all accounts held at First State Bank under the Account, including but not limited to account numbers held under a suffix number, such as checking, savings, and retirement, money market, and certificate and loan accounts.

I understand that pursuant to My account and/or loan agreements with First State Bank, I may be entitled to receive periodic account statements and notices in connection with My Account, such as savings account statements and/or loan statements ("Account Statements"), and/or CD renewal notices. By indicating my acceptance of these terms and conditions, I authorize First State Bank to discontinue sending Me such periodic Account Statements and Notices via postal mail service for My Account and to instead deliver such periodic Account Statements and Notices to me electronically ("E-Statements"). I understand and agree that First State Bank will send Me an e-mail on an ongoing basis to My e-mail address, as indicated below, notifying Me that My E-Statement account statement(s) or notice(s) are ready to be viewed on the Financial Institution website. I understand and agree that I will no longer receive paper copies of My periodic Account Statements and Notices.

I further understand and agree that:

1. I am the authorized signer [primary accountholder] of the Accounts being accessed. My electronic signature executed in conjunction with this Consent and Authorization and any electronic transaction on this Account shall be legally binding on all owners on the account including myself and such any transaction performed pursuant to this Consent and Authorization transaction shall be considered authorized by Me.

2. If any Account Number specified within this Consent and Authorization is a joint account, I acknowledge that I am the primary accountholder of the joint account and that My consent and authorization has been authorized by each of the joint accountholders. All joint accountholders owners on the account are legally bound by the terms and conditions of this Consent and Authorization.

3. My ongoing consent to receive subsequent Account Statements and Notices electronically is voluntary and may be withdrawn at any time. I may withdraw consent at any time in writing, by telephone [or by sending First State Bank an e-mail at customerservice@firststate.net.] and Subject to First State Bank's confirmation of My request, such withdrawal shall become effective no later than fifteen (15) days after receipt by First State Bank. Upon termination, I understand and agree that I will no longer have access to My Account Statements and Notices online and that I will receive all Account Statements and Notices in paper form via postal mail service [subject to the fee as set forth in First State Bank's Schedule of Fees and Charges].

4. My computer system meets the minimum system requirements set forth below. In addition, I have and will maintain a printer capable of printing any E-Statements account statements and notices that are made available on First State Bank's E-Statement website. In the alternative, I have and will maintain the ability to electronically save and visually display on my computer screen any E-Statements account statements and notices that are made available on First State Bank's website. I understand that First State Bank recommends that I retain or print a copy of any E-Statement or Notice and this Consent and Authorization for My records.

5. I agree to maintain a valid, active e-mail address. I must promptly notify First State Bank of any change in my e-mail or postal address by contacting First State Bank at 1-800-547-6502 or at any of First State Bank's branch locations. First State Bank is not liable for any third party-incurred fees, other legal liability, or any other issues or liabilities arising from E-Statements or notifications sent to an invalid or inactive e-mail address or postal address that I have provided.

6. I understand and agree that by signing up for E-Statements, I will no longer receive return envelopes by mail to send/mail in my loan payments. I understand and agree that I may request transaction envelopes at any time to mail in my loan payments by contacting First State Bank in writing, by telephone or by sending First State Bank an e-mail at customerservice@firststate.net. I understand and agree that although I will no longer receive my loan statements by mail, I will be responsible for timely making all regular loan payments either electronically by accessing First State Bank's electronic internet banking product and/or by mailing the payments to: First State Bank, PO Box 555, Wrens, GA, 30833. I further understand and agree that I will be responsible for making all loan payments pursuant to the terms and conditions of the loan agreements and disclosures which may be revised from time to time and remain effective for all other aspects of the Account involved.

7. I may also request a paper copy of any periodic regular Account Statement. [A fee may be charged for any such paper copies, subject to the fee as set forth in First State Bank's Schedule of Fees and Charges].

8. I understand and agree that First State Bank reserves the right to change the terms and conditions of this Consent and Authorization. First State Bank will notify Me before the effective date of any change. This means First State Bank will mail Me notice using the

**United States Post Office** at the address First State Bank currently has on file. By accessing My E-Statements after I receive any notice of change will constitute my agreement to such change(s). First State Bank reserves the right to discontinue the E- Statements program at any time.

Security Procedures: I understand that I cannot sign up for the E-Statements program and cannot access my regular account statements without first signing up for and obtaining a Remote Access Password. I AGREE THAT USE OF A REMOTE ACCESS PASSWORD TO SIGN UP FOR THEE-STATEMENTS PROGRAM AND TO ACCESS MY ACCOUNT STATEMENTS CONSTITUTES A REASONABLE SECURITY PROCEDURE. I further understand that if I disclose My Remote Access Password to other people, they may also have the ability to access my regular account statements, and I will be responsible for any transactions they may complete. I agree to notify First State Bank immediately if I believe any of my accounts have been accessed or an Access Code has been used without my permission to access my accounts. The terms and conditions in this Consent and Authorization only apply to the E-Statements program. Provisions in other First State Bank agreements and disclosures, including but not limited to First State Bank's Account Disclosure and in any and all loan agreements and disclosures, may be revised from time to time and remain effective for all other aspects of the accounts involved. I am an authorized signer on this account. I understand First State Bank will send me an e-mail notifying me that my statement(s) are ready to be viewed. In order for First State Bank to notify me of my E-Statement delivery, it is my responsibility to inform First State Bank with any changes in my e-mail address on this site, by contacting them at 1-800-547-6502 or at any of their branch locations. I understand I may cancel this authorization at any time upon written request at which time the First State Bank will resume mailing of all my future periodic statements and I will no longer have access to my statements online.

Minimum system requirements: To receive and review disclosures electronically, and to view, download, and print your electronic statements, you will need a currently supplied internet browser tool such as; Microsoft Internet Explorer, Mozilla Firefox, Apple Safari, Google Chrome and a currently supported version of Adobe Acrobat Reader. Cookies and JavaScript must be enabled in the browser options.

By pressing the "Accept" button below, I agree to the terms and conditions of this Consent and Authorization as described above.

**IMPORTANT: PLEASE PRINT AND RETAIN THIS CONSENT AND AUTHORIZATION**

You will be notified by e-mail when new documents are available for viewing.

Please verify your e-mail address.



**Confirmation Code: 17a632**

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**FIRST STATE BANK TERMS & CONDITIONS END USER TERMS**

This service is provided to you by First State Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and FIRST STATE BANK. Section B of these End User Terms is a legal agreement between you and the Licensor.

## SECTION A

### FIRST STATE BANK TERMS AND CONDITIONS

Thank you for using First State Bank Mobile Banking combined with your handheld's text messaging capabilities. For help, text "HELP" to 49794. To cancel your plan, text "STOP" to 49794 at any time. In case of questions please contact customer service at mobile@firststate.net or call 1-800-547-6502.

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from First State Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by First State Bank and not by any other third party. You and First State Bank are solely responsible for the content transmitted through the text messages sent to and from First State Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)
3. Debit Card Alerts. Message frequency varies by account. Message and data rates may apply. Text HELP to 72586 for help or call 1-800-547-6502. Text STOP to 72586 to cancel. Participating carriers include AT&T, Sprint, T-Mobile, Verizon Wireless, Boost, Virgin Mobile, MetroPCS, AlltelAWCC, Cricket, Google Voice, and U.S. Cellular.

## SECTION B

### END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE"



BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Georgia excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Georgia and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.