

# Online Banking Agreement

## Peoples Banking Online Banking and Mobile Services Agreement

### Introduction

This Online Banking Services Agreement ("Agreement") governs the use of the Online Banking, Mobile Banking, Online Bill Pay, and other services offered from time to time (collectively, "Services") of The Bank ("Bank").

The Services and product offered under this Agreement allows you to perform a number of financial management functions through the use of a personal computer device and mobile device and the Internet to access the Services offered by the Bank. This Agreement establishes the terms and conditions for electronic access to the Services and products offered hereunder. When you use any of the Services or products described in this Agreement, you agree to the terms and conditions of this Agreement. You also agree to abide by the terms and conditions set forth in your deposit agreement.

For purposes of this Agreement, the words "we," "our," "us," "Bank" and other similar terms mean The Bank. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder and anyone else authorized by that account holder to exercise control over account holder's funds through the Services. "Account" or "accounts" means your deposit and loan accounts at the Bank. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions and transfers to and from your Bank accounts (including Bill Payment) using the Services.

If you are an individual, you agree to use our Services only for consumer or personal transactions. A "consumer transaction" means the use of our Services to electronically transfer funds to or from a consumer account. A "consumer account" is an account which you own or over which you are authorized to exercise control that is established primarily for personal, family or household purposes.

If you are not an individual, including, but not limited to, a sole proprietor, corporation, partnership, limited-liability company, unincorporated business entity or association, then you agree to use our Services only for non-consumer transactions. A "non-consumer transaction" means the use of the Services for any purpose that is not a consumer transaction (for example, to transfer funds to or from a business account or any account that is not a consumer account) and in addition includes use

of the Services if the use is not covered by the Electronic Fund Transfer Act and its implementing Regulation E.

All information contained in the Services is subject to copyright and/or ownership by Bank or others, as applicable. The information contained in Services may not be copied, reproduced, downloaded, distributed, licensed, transmitted or used for commercial purposes without the written permission of Bank or the holder of any copyright. You agree that Bank may employ the services of third-party providers in connection with the Services and you agree to be bound by the terms and conditions of our agreements with those third-party providers. Furthermore, you acknowledge and agree that the third-party providers are not agents of Bank, and that the Bank and the third-party providers are independent contractors operating at arm's length.

### **Online Banking**

To use Peoples Banking Online Banking and the Services, you must have at least one account at The Peoples Bank, acquire the mobile telephone or computer hardware and software required to access the Services, World Wide Web access through an Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, firewall hardware or software, anti-virus software, anti-spyware software and a valid e-mail address. The Services can be used to access only the Bank accounts which you have designated for access by the Services. You can add, change, or delete any of your Bank accounts or User access by completing the required documentation as promulgated by the Bank from time to time. Access to your accounts through the Services will be based upon the identification of users and authority levels specified by you. While Bank implements commercially reasonable methods to prevent unauthorized access to the Services, Bank cannot provide absolute assurance that unauthorized access will not occur. As such, you acknowledge and agree that Bank has no obligation to monitor transactions through the Services to determine that they are made on behalf of the account holder.

### **Access**

Access is based upon the type of deposit account arrangement you have with the Bank:

- Individual Accounts. Persons with individual accounts may access individual accounts of which they are an owner and may also access joint accounts for which they are an owner.
- Joint Accounts. Persons will only be able to access accounts for which they are designated as an owner or signer. Each joint account holder must enroll separately, and each enrolled joint account holder is jointly and severally liable for all transactions performed by any enrolled joint account holder.

- Commercial (non-consumer) Accounts. Access may be authorized and governed by separate agreements.

In your transactions with us, you acknowledge and accept the obligation to use your User ID, Password and Authentication Method as may be required by us to initiate a secure Services session with us. You may then use the tools provided by us within the Services. These authentication methods may change from time to time and must be accepted by You.

When we commence your ability to access the Services, we will establish access for you by using a temporary Password. You will be required to change your Password upon your first login. Your Password must be:

- Eight to twenty-five characters in length
- Consist of both alpha and numeric characters.
- Minimum Requirements:
  - One letter
  - One number
  - One special character with a choice of + \_ % @ ! \$ \* ~ #
- We recommend that you create a Password that utilizes both upper- and lower-case characters. Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We have no responsibility or liability for the determination of your Password.

You understand the importance of your role in preventing misuse of your accounts through the Services and you agree to promptly examine your periodic electronic or paper statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts.

We are entitled to act upon instructions we receive with respect to the Services under your User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We have no responsibility for establishing the identity or authorization of any person who uses your User ID, Password and Authentication Method.

You agree to take appropriate actions to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to you, your agents, representatives, employees or officers (as may be applicable) are protected and kept confidential and you agree to use and maintain your personal computer device(s), electronic mobile device(s), internet service and related equipment, and employ the security procedures required or offered by the bank, in a manner which protects and maintains the confidentiality of your User ID's, Passwords, Authentication Methods and any other applicable security procedure. The Bank requires the use of authentication methods for the Services, which methods may vary from time to time. Customer accepts/ assumes the obligation to use such authentication methods. Any change to such methods must be agreed to by the Bank and Customer in writing and Customer accepts/assumes all risks of any such change(s) and agrees to indemnify Bank for any losses Bank suffers as a result. The Bank undertakes commercially reasonable methods to prevent unauthorized access to the Services and prevent unauthorized or fraudulent transactions; however, the Bank cannot provide absolute assurance of the effectiveness of such methods. You agree to notify the Bank in the event your use of the Services necessitates a level of security that exceeds that offered by the Services. If you fail to notify the Bank, you acknowledge and agree that the general current security aspects of the Services are appropriate for your needs and provide you with a commercially reasonable degree of security against unauthorized use. If you discover that your User ID, Password and Authentication Method have been stolen or compromised, you agree to notify the Bank immediately.

By directing us to complete a transaction using the Services in conjunction with your User ID, Password and Authentication Method, you authorize the Bank to complete such transaction. Any requests or instructions we receive from you through the Services using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, transfers, check images, changes to accounts or Services or any other communication you provide us through the Services using your User ID, Password and Authentication Method.

Data transferred via the Services may be encrypted by us to provide transmission security and the Services utilizes identification technology to verify that the sender and receiver of Services transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Services is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services will not be monitored or read by others.

Information displayed through the Services is generally current. However, your account balance may include deposits still subject to verification or other items memo posted to the account and may not include outstanding checks or credits. Transfers initiated through the Services may not result in immediate availability because of the time required to process the request. The Bank cannot control when transactions initiated by you may be presented to the Bank.

## **ONLINE BILL PAY**

You acknowledge that we may employ the services of a third-party bill payment service providers ("BPSP") in connection with our online bill payment ("OBP") Services.

OBP Services Definitions • "Payee" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be. • "Payment Instruction" is the information provided by you to the BPSP for a bill payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date). • "Payment Account" is the checking account from which bill payments will be debited. • "Billing Account" is the checking account from which all BPSP fees will be automatically debited. • "Scheduled Payment Date" is the day your Payment Account will be debited and is also the day the BPSP will begin processing your payment unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered the next Business Day. • "Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period. • "Scheduled Payment" is a payment that has been scheduled through the BPSP but has not begun processing.

## **PAYMENT SCHEDULELING**

OBP Transactions begin processing on your Scheduled Payment Date. When scheduling payments, you must select a Scheduled Payment Date that is before the actual Due Date, not the late date or the grace period. Payment Authorization and Payment Remittance

By providing the BPSP with names and account information of Payees to whom you wish to direct payments through the OBP Services, you authorize the BPSP to follow the Payment Instructions that it receives through the OBP Services. In order to process payments more efficiently and effectively, the BPSP may edit or alter payment data or data formats in accordance with Payee directives.

When the BPSP receives a Payment Instruction, you authorize the BPSP to debit your Payment Account and remit funds on your behalf so that the funds arrive as soon as reasonably possible after the Scheduled Payment Date designated by you. You also

authorize the BPSP to credit your Payment Account for payments returned to the BPSP by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the BPSP.

The BPSP will use its best efforts to make all your payments properly. However, the BPSP shall incur no liability if the BPSP is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the BPSP, your Payment Account does not contain sufficient funds to complete the transaction;
- The payment processing center is not working properly, and you know or have been advised by the BPSP about the malfunction before you execute the transaction;
- You have not provided the BPSP with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/ or,
- Circumstances beyond control of the BPSP (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the BPSP has taken reasonable precautions to avoid those circumstances.

## **PAYMENT METHODS**

The BPSP reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

## **PAYMENT CANCELLATION REQUEST**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the BPSP has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

## **STOP PAYMENT REQUEST**

The BPSP's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The BPSP may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact us. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. A \$30.00 charge will be assessed for each Stop Payment.

## **PROHIBITED PAYMENTS**

Payments to Payees outside of the United States or its territories are prohibited through the BPSP and our OBP Services.

## **EXCEPTIONS PAYMENTS**

Tax payments and court ordered payments may be scheduled through the BPSP; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Bank nor the BPSP be liable for any claims or damages resulting from your scheduling of these types of payments. The BPSP has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis posted or misdirected payments will be the sole responsibility of you and not of the Bank nor of the BPSP. This Agreement and the Contract does not alter your liability or obligations that currently exist between you and your Payees.

## **FAILED OR RETURNED TRANSACTIONS**

If we or the BPSP is unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the BPSP. In such case, you agree that:

- You will reimburse the Bank immediately upon demand for the transaction amount that has been returned to the Bank.
- You will reimburse the Bank for any fees imposed by your financial institution because of the return.
- You will reimburse the Bank for any fees it incurs in attempting to collect the amount of the return from you.
- The Bank is authorized to report the facts concerning the return to any credit reporting agency. Payee Limitation

The Bank or BPSP reserves the right to refuse to pay any Payee to whom you may direct a payment. The Bank or BPSP will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a payment the Bank or BSBP deems prohibited under applicable law.

## **RETURNED PAYMENTS**

In using the OBP Services, you understand that Payees and/or the United States Postal Service may return payments to the BPSP or Bank for various reasons such as, but not limited to:

- The payee's forwarding address expired.
- The payee account number is not valid.
- The payee is unable to locate the account.
- The payee account is paid in full.

The Bank and BPSP will use our best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from us or the BPSP.

## **MOBILE DEPOSIT**

Remote Deposit Capture (RDC) is an optional service that provides you with a process to use certain devices to electronically scan, capture the check image, and transmit checks for deposit to a checking or savings account with us. The deposit account or savings must be an Eligible Transaction Account selected for access in the RDC Service. The RDC Service is subject to the terms and conditions set forth in this Agreement. You agree that no RDC Service transaction is an "electronic funds transfer" as defined by the federal Electronic Funds Transfer Act and/or Regulation E of the Consumer Financial Protection Bureau.

In the event of inconsistency between a provision of this section and any of the Uniform Commercial Code, the Check 21 Act, the Federal Reserve Board's Regulation CC, any other law, rule or regulation affecting the subject matter hereof, and including any clearinghouse agreements, operating circulars, and any image exchange agreements to which we are a party, or any other law or regulation which permits waiver or modification by agreement, to all of which you agree to be bound as governing the subject matter of this agreement and all of which is hereinafter referred to at times as the "Controlling Law", then the provisions of this section shall prevail.

The Peoples Bank Terms and Conditions for Online and Mobile Banking Services  
Effective Date: June 1, 2023.

## **DEFINITIONS**

Unless otherwise defined in this section, capitalized words or phrases shall have the meanings set forth in the Uniform Commercial Code and the Check 21 Act. The following capitalized words shall have the following respective meanings:

- "Business Day" is defined as Monday through Friday except for Federal Holiday and other days that the bank is legally closed.
- "Check" means (a) a draft, payable on demand and drawn on or payable through or at an office of a bank, whether or not negotiable, that is handled for forward collection or return, including a substitute check and a traveler's



check; (b) does not include a noncash item or an item payable in a medium other than United States dollars.

- "Check 21 Act" shall mean the federal Check Clearing for the 21st Century Act and any federal regulations issued in furtherance thereof.
- "Check Claim" shall mean any claim against us for loss, liability, or expense (including the costs and expenses of investigating and defending against such claim and all reasonable attorney's fees in connection therewith) resulting from or arising out of or in any way related to (whether directly or indirectly) any Check which has been captured as an image by you and transmitted by you to us, including, but not limited to, any claim against us with respect to any such Check under any Controlling Law.
- "Unacceptable Check" shall mean any item which (a) is not a Check, (b) is a foreign check drawn on a non- U.S. bank, (c) is a Check payable to any person or entity other than you, (d) is a Check drawn on any account owned by you or on which you are an authorized signer, (e) any Check that is dated more than six months prior to the date of the mobile remote deposit submission, (f) any Check that is a money order, cashier's check or traveler's check, (g) any Check that is payable jointly unless the Check is being deposited to an Eligible Transaction Account in the name of all payees on the Check, (h) any check that is drawn on or otherwise issued by the United States Treasury Department, (i) any check that has previously been submitted as a direct bank deposit or as a (m) any Check that is prohibited by our then current procedures or is a violation of any law, rule or regulation, (n) any Check that is payable on sight or is payable through draft, as defined in Reg CC, or (o) due to its physical condition or other properties, yields (i) an incomplete image, (ii) an image failing to fully conform to the technical specifications required under Section Mobile Remote Capture and Transmission of Checks below, or (iii) an image failing to satisfy the requirements of Section Technical Specifications below.

## **REMOTE DEPOSIT CAPTURE AND TRANSMISSION OF CHECKS**

You may capture electronic images of Checks and electronically transmit the same to us for deposit in accordance with this Agreement.

### **TECHNICAL SPECIFICATIONS**

Each Check captured and transmitted by you to us using the RDC Service must strictly comply with and meet, in our sole and absolute discretion, the standards, and requirements of legibility that we establish from time to time. Check images must also comply with the applicable standards and requirements of the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve

Board, and/or any other regulatory agency, clearinghouse, or association. The RDC Service is currently only available on certain iPhone, iPad, and Android devices. Please refer to our Site for the most current device information.

### **CHANGE OF TECHNICAL SPECIFICATIONS**

The technical specifications prescribed under Section Technical Specifications above may be modified, superseded, or replaced by us at any time without prior notice to you.

### **TIMELINESS**

Mobile deposit transactions made before 4:00 P.M Central Time on Business Days, or earlier if the bank has altered hours, will be evaluated prior to giving credit. Transactions received after 4:00 P.M. or on any day which is not a Business Day shall be deemed received on the next Business Day. Your RDC transmission is subject to normal deposit deadlines, image quality standards, etc., which will together determine whether a deposit will be posted to your account, as well as the amount and date of that transaction. The availability of your RDC transaction may also be subject to factors such as creditworthiness, the length and extent of your relationship with us, transaction and experience information and such other factors we deem relevant, in our sole and absolute discretion.

The Peoples Bank Terms and Conditions for Online and Mobile Banking Services Effective Date: June 1, 2023.

### **DEPOSIT ACCOUNT(S)**

All Checks captured and transmitted to us by you and accepted by us shall be deposited to the Eligible Transaction Account designated by you at the time of the RDC request.

### **TRANSACTION LIMITS**

We reserve the right to modify deposit limits, transaction limits or restrict the use of the RDC Service from time to time without notice to you. Exceptions to standard RDC deposit limits may be granted by us based on factors such as creditworthiness, the length and extent of your relationship with us, transaction and experience information and such other factors we deem relevant, in our sole and absolute discretion.

## **REJECTION OF DEPOSIT TRANSACTIONS**

We may reject any RDC transaction transmission which does not strictly comply with the technical specifications prescribed under Section Technical Specifications above or which exceeds any transaction limit prescribed under Transaction Limits above. It shall be your sole responsibility to redeposit such rejected transaction. We shall have no liability for any losses incurred by you, including, but not limited to, costs, fees or expenses incurred by you, for rejection of RDC transactions. In the event of any dispute as to whether any transaction or any portion thereof complies with the technical specifications prescribed above, our determination as to compliance shall be final and conclusive.

## **UNACCEPTABLE CHECKS**

You shall not capture and attempt to deposit images of Unacceptable Checks. RDC transactions containing Unacceptable Checks may be rejected by us, in whole or in part, in our sole and absolute discretion. We shall have no liability for any losses incurred by you, including, but not limited to, costs, fees or expenses incurred by you, for rejection of Unacceptable Checks. Unacceptable Checks, if acceptable for deposit at all, must be deposited by you by conventional means, preferably at one of our branches during normal business hours or by certified, registered or otherwise traceable mail addressed to:

**Mobile Remote Deposit  
The Peoples Bank Call Center  
305 East Jefferson Street /P.O. Box 419  
Ripley, MS 38663**

Items sent by certified, registered or otherwise traceable mail must be endorsed and accompanied by a properly completed deposit ticket, all in accordance with the Account Agreement governing the deposit account(s) identified in Deposit Account(s) above, as such agreement may be amended by us from time to time. Any items received that are not accompanied by a completed deposit ticket will be returned to the customer. You agree not to send cash deposits to the above address. Deposits containing cash must be made by you at one of our branches during normal business hours.

## **DEPOSIT**

You acknowledge and agree that neither mere RDC submission of a Check to us nor our acknowledgment of receipt of such transaction submission shall constitute deposit of any such Check. No Check RDC transaction submitted to us shall be deemed to be deposited with us until the file containing such image has been

imported, captured, and balanced by us on our image processing system. All deposits made by you pursuant to this Agreement are deemed made at Ripley, Mississippi.

## **RETENTION, SAFEGUARDING AND DESTRUCTION OF CHECKS**

You shall retain the originals of all Checks which you capture as images and transmit to us for not less than 30 days and shall make such originals available to us on demand. During the time that you retain the originals of Checks, you shall use care to protect such originals from unauthorized access to guard against theft and further negotiation, depositing, presentment for payment or imaging. At such time when you determine to no longer retain the originals of such Checks (whether at the end of the minimum retention period set forth above or any longer period), you shall destroy such Checks by a process which ensures that such Checks are rendered no longer readable or capable of reconstruction and which ensures that the safeguards set out above are observed in the destruction process.

## **ENDORSEMENTS**

All Check images submitted for RDC deposit must contain the restrictive endorsement "For Mobile Deposit Only at TPB" along with the Eligible Transaction Account number and your signature to endorse the check.

## **ERRORS**

You agree to notify us immediately in the event you become aware of or suspect any errors in connection with your use of the RDC Service. We must hear from you no later than sixty (60) days after we sent you the first statement in which the problem or error appeared. Your Liability depends on how the timeliness of your notice impacts your liability for unauthorized transfers.

You agree to fully cooperate with us and to assist us, and to provide such records and documentation as we may request, in the investigation, correction, and resolution of any errors or problems related to your use of the RDC Service.

## **YOUR REPRESENTATIONS AND WARRANTIES TO US**

### **INDEMNIFICATION**

The transmission of any image of a Check to us shall constitute your assumption of all liabilities, indemnities, responsibilities and duties under Controlling Law, including, but not limited to, the Check 21 Act. When you use the RDC Service to transmit any

Check image to us, you represent and warrant to us that: (i) the Check is not an Unacceptable Check, (ii) you are entitled to endorse the Check, (iii) all signatures on the Check are authentic and authorized, (iv) the Check is not a counterfeit item, (v) the Check has not been altered, (vi) the Check is not subject to a defense or claim in recoupment of any party that can be asserted against you, (vii) you have no knowledge of any insolvency proceeding commenced with respect to you or the drawer of the Check, (viii) the Check, in the event of any dishonor or nonpayment by the drawee, is enforceable against both you and the drawer of the Check, (ix) the Check image transmitted by you to us contains an accurate representation of the front and the back of the Check and otherwise complies with the requirements of RDC (including, but not limited to, any endorsement requirements), (x) you will neither create nor transmit through the Services any duplicate image of the Check, nor will you deposit or otherwise negotiate the original Check, (xi) no person or entity will be asked to make payment on the Check more than once, (xii) neither we nor any subsequent transferees of the Check or its image will sustain a loss as the result of the fact that an image of the Check, instead of the original Check, was accepted by us through the Services, presented for payment, or returned, (xiii) the image of the Check contains no computer viruses or other harmful, intrusive, or invasive codes, (xiv) all information you have provided to us in connection with RDC and the transaction is true, accurate, and current, and (xv) the transaction otherwise complies in all respects with your duties, obligations, and agreements under this Agreement.

YOU AGREE TO INDEMNIFY US AND OUR AFFILIATES AND SERVICE PROVIDERS AND TO HOLD US AND OUR AFFILIATES AND SERVICE PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, SUITS, DAMAGES, CLAIMS, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) ARISING FROM OR RELATED IN ANY WAY TO YOUR BREACH OF THE FOREGOING REPRESENTATIONS AND WARRANTIES, YOUR USE OF THE RDC SERVICE, AND/OR OUR PROVISION OF THE RDC SERVICE TO YOU. YOUR AGREEMENT TO INDEMNIFY US AND OUR AFFILIATES AND SERVICE PROVIDERS AND HOLD US AND OUR AFFILIATES AND SERVICE PROVIDERS HARMLESS WILL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

### **BUSINESS DAYS**

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays.

## **CONTACT IN THE EVENT OF UNAUTHORIZED ACCESS OR TRANSACTION**

If you believe your User ID, Password or Authentication Method has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, you may contact us as described in this Agreement.

## **CONTACTING THE BANK THROUGH E-MAIL**

Sending a secure message through the Customer Message Center is one way to communicate with us. However, you agree and acknowledge that e-mail is not a secure method of communication. You should not send an e-mail message if you need to communicate with us immediately. Do not use e-mail to send banking instructions or to request services provided through the Services.

Do not send account information or transaction information by e-mail. If you e-mail us or ask us to reply to you by e-mail you agree to hold us harmless and indemnify us from any consequences, including financial loss, costs and attorney's fees incurred, resulting from any unauthorized use or disclosure of your account or personal information resulting from email. Also, if you send us an e-mail, it will be deemed to have been received on the following business day. The Bank will have reasonable time to act on your e-mail. We are not required to act on any e-mail received and we are not responsible for misdirected or lost e-mails.

## **CONSENT TO ELECTRONIC DELIVERY OF NOTICES**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, and any other communications from us concerning your account(s), information about the products and services we offer and other information we believe may be of interest or value to you, may be made electronically by posting the notice on the Bank Services website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

## **CHANGE IN TERMS, FEES, SERVICES OR PRODUCTS**

From time to time the Bank, in its sole discretion, may introduce, amend, modify, add or delete or remove terms to this Agreement, the Services or products provided thereunder, or the fees and charges related thereto (collectively, a "change"). By using these Services or products when they are changed or added, you agree to be bound by the change to the terms and conditions in this Agreement, and/or the Services and products provided thereunder, and fees or charges related thereto. You also acknowledge that the Bank has no obligation to continue all Services or products offered hereunder. If advance notice of the change is not required, and

disclosure does not jeopardize the security of the account or our electronic fund transfer Services, you agree that we may notify you of the change in terms by mail or by posting a notice on our website. You understand that a change to the Services or products provided under this Agreement may render all such prior versions obsolete. We reserve the right to terminate this Agreement as to all such prior versions of the applications, Services, and/or related material and limit access to only the more recent revisions and updates with respect to the applications, Services and/or related materials or products provided hereunder.

## **RELEASE OF LIABILITY AND INDEMNIFICATION**

You agree to release, not make any claim against, indemnify, and hold harmless, the Bank, the Bank's subsidiaries and affiliates, successors and assigns, all officers and employees thereof, and service providers, from any and all claims, losses, liabilities, and damages (whether such damages are to property, or injury or death to persons), including those from third parties, and to be responsible for all expenses and costs (including, but not limited to, reasonable attorneys' fees), which directly or indirectly arise out of or result from:

- the failure of any person or entity to provide you with access to the Services, whether caused by the equipment, software, the Bank, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you;
- acts beyond the Bank's control, including but not limited to, communication failures, energy shortages, war, acts of government, natural disasters or man-made disasters that may restrict or impair your use of Services, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.
- If you do not have enough available funds in your account to make a transfer;
- If a legal order directs us to prohibit withdrawals from the account;
- If your account is closed or if it has been frozen.

If you, or anyone you allow, commits any fraud, or violates any law or regulation. If any electronic terminal, telecommunication device or any part of the electronic fund transfer system was not working properly and you knew about the breakdown when you started the transfer or, in the case of a recurring transfer, at the time such transfer should have occurred. If you have not provided the Bank with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment • If you have not properly followed the instructions for using the Bank's online banking services; or

any Internet access, Internet Service Provider, financial software or other product or service relating to your computer or the World Wide Web or your telephone or

telephone service • any interruption in your electrical power or telephone service; the disconnecting of your telephone service by your telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem or telephone service. • the Bank honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method, are caused by or arising from your connection to or use of the Services, • any change to authentication methods for the Services; • your violation of the terms and conditions of this Agreement and other related agreements, or your infringement or violation of the rights of others. The obligations contained in the preceding sentence will continue after your use of the Services, or any part thereof, is terminated.

## **TERMINATION**

We reserve the right to cancel or terminate this Agreement or limit your use of the Services at any time and for any reason, at our sole discretion, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Services without prior notice include, but are not limited to: • If you breach this or any other agreement we may have with you; • If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s); • If there are conflicting claims as to the funds in any of your account(s); • If you request us to do so; • If you have insufficient funds in any one of your Bank accounts; • If you do not access the Services for a period of one hundred eighty (180) days, resulting in the account being dormant; • If after 365 days of inactivity the Services will be deleted and the printed statement fee will be charged monthly per your deposit agreement: or You may cancel your Services at any time by contacting us in writing as described in this Agreement. Your access to the Services will be suspended within three (3) business days of our receipt of your instructions to cancel the Services. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of, or resulting from, termination. Termination will apply only to the Services and does not terminate your other relationships with us.

## **GOVERNING LAW**

This Agreement shall be entered into and construed in accordance with and governed by the laws of the State of Mississippi. Venue for any action involving this Agreement shall be in Tippah County, Mississippi, unless otherwise agreed to in writing by Bank.



You and your authorized representatives agree that any and all transactions processed through the Services comply with your obligations under Agreement, as well as all local, state, and federal laws, rules and regulations, including but not limited to, all Automated Clearing House system rules, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement, or hereafter enacted, and as amended from time to time. It shall further be the responsibility of you and your authorized representatives to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)

#### **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY**

WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, OR THOSE WARRANTIES WHICH MAY ARISE BY COURSE OF DEALING, OR COURSE OF TRADE, REGARDING ANY MATTER, INCLUDING BUT NOT LIMITED TO THE ABSENCE OF ANY LATENT OR PATENT DEFECTS, VIRUSES, OR THE ACCURACY OR FREEDOM FROM ERROR, OF THE DATA OR THE PROGRAM USED BY OR FURNISHED TO THE BANK OR TO YOU BY SUCH LICENSER OR OTHERS, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BANK MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AGAINST ANY INFRINGEMENT OF ANY PROPRIETARY RIGHTS OF ANY OTHER PARTY. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES, THE SUITABILITY OF THE SERVICES, AND WITH RESPECT TO ANY DOCUMENTATION. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT BY EITHER ACCOUNT HOLDER OR THE BANK, AND ALSO LIMITS THE LIABILITY OF ANY AGENT, EMPLOYEE OR AFFILIATE OF THE BANK. WE DO NOT AND CANNOT WARRANT THAT THE SERVICES WILL OPERATE WITHOUT ERRORS OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIME. WE PROVIDE THE SERVICES ON AN "AS IS," AS AVAILABLE, BASIS, WITH ALL FAULTS, AND HEREBY DISCLAIMS, AND YOU HEREBY RELEASE, US FROM, ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, NONINTERFERENCE, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, OR THOSE WARRANTIES WHICH MAY ARISE BY COURSE OF DEALING, OR COURSE OF TRADE.

In no event, unless specifically stated otherwise in this Agreement, shall the liability of the Bank and its affiliates exceed the amounts paid by you for the Service and products provided hereunder.

### **SEVERABILITY**

If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

### **WAIVER**

Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

### **ASSIGNMENT**

You may not assign this Agreement. The Bank may assign this Agreement either in part or in whole at any time and with or without notice to you. This Agreement is binding upon your heirs and permitted successors and the Bank's successors and assigns.

### **ACCEPTANCE AND UNDERSTANDING OF THIS AGREEMENT**

By accepting this Agreement, you acknowledge that you have read and understand this Agreement and the separate agreements, disclosures, schedules and exhibits as they appear on the Bank's website or given to you, including but not limited to, separate agreements for optional services (if selected by you). You represent and warrant that you are acting with full authority for the applying entity, and that you are duly authorized to execute this Agreement on behalf of the applying entity.