

Electronic Banking Disclosure

This Disclosure provides information about The Commercial Bank Online Services, Mobile Banking, Bill Payment, and Electronic Statement Services, hereafter referred to as TCB Online Services.

For the purpose of this document, I, Me, My, and Mine refers to each Depositor who signs up for The Commercial Bank's Online Services. You, Your, The Commercial Bank, TCB or Bank shall refer to The Commercial Bank, where the Depositor has a deposit account accessed through The Commercial Bank Online Services. All references to time of day in this Disclosure refer to Eastern Standard Time. Consent applies to all services available through The Commercial Bank's Online Services.

A. Commercial Bank Online Banking Service

TCB Online Banking is a consumer electronic banking service. I may use a personal computer to access TCB Online Services through The Commercial Bank's web site at www.thecommercialbank.net.

B. Designation of Account

I understand that in order to use TCB Online Services, I must be an Owner on at least one valid checking, savings or time deposit account at The Commercial Bank. I can set up both savings and checking accounts for online access, but only checking accounts can be used for Bill Payment Services. Authorized Signers to demand deposit accounts may also be granted online banking access, but that access must be reviewed by authorized bank personnel before online access is provided.

I understand all other disclosures and agreements concerning my deposit, loan and time deposit accounts, provided to me when I opened my account, are still valid and are an integral part of the Online Banking, Bill Payment and Electronic Statement Disclosure.

I can also set up valid consumer loan accounts for online access. I understand that I must be the primary/secondary borrower or guarantor on the loan in order to view it online. Information regarding my loan is displayed on the web site for my convenience. The loan balance shown is not my payoff amount. I can contact the bank at 706-743-8184 to request a loan payoff amount or to otherwise inquire about my loan.

C. Equipment and Technical Requirements

To access TCB Online Services, I must have a personal computer (Windows 7 or newer, or Mac OS equivalent), an Internet connection with an Internet Service Provider, and an electronic mail message (e-mail) address. While Macintosh users may access our online services, we do not certify our systems compatibility with operating systems older than Macintosh OS X.

I understand that I should use the most current version of one of the following browsers: Microsoft Internet Explorer, Mozilla Firefox, Google Chrome and Safari. If I elect not to upgrade my browser, my experience may not be optimal and my browser may not support the latest standards for safe and secure transactions.

If any changes in technical requirements are made, all online customers will be notified ahead of time via primary email addresses and/or secure messaging inside of the online environment.

D. Business Day

For purposes of this Disclosure, the Bank's business days are Monday through Friday, excluding Federal bank holidays. For purposes of this Disclosure and unless otherwise stated, the Banks close of business day is 4:00 p.m. However, there are certain on-us transactions such as transfers that are processed seven days per week.

E. Features Available through TCB Online Services

TCB Online Services currently allows me to:

1. View account balances in real-time
2. View current account activity
3. View or obtain current and past statement information
4. View check and deposit images.
5. Transfer funds within accounts at the Bank (Transfers)
6. Access a checking account to pay most bills (Bill Payments)
7. Receive electronic statement notifications
8. Receive account notifications
9. Reorder checks
10. Request a stop payment on a check or a range of checks
11. Process a loan payment
12. Obtain certain Bank product and service information
13. Submit a Change of Address request

F. Change in Terms

The Commercial Bank may, from time to time, introduce new online services. Additionally, not all features listed in section E are available with all clients. The Bank may update this Disclosure to notify me of the existence of new services or changes in the terms and conditions of the services at any time upon written notice to me; by e-mail; by regular mail sent to my address as it appears on my account records; or otherwise, in the manner required by law. This Disclosure is intended to cover all services offered through TCB Online Services. By using any new services offered, I agree to be bound by the rules contained in the Disclosure as in effect at that time.

G. General Information about Commercial Bank Online Services

Accessibility - I may use TCB Online Services virtually any time, day or night, 7 days a week. On occasion, TCB Online Services may be temporarily unavailable due to the Bank's daily processing, record updating, technical difficulties or circumstances that are beyond the Bank's control. To utilize TCB Online Services, I will need to enter my assigned User ID and password. Customers who choose to self-enroll will be required to create a password during the first online session through the Create My Password procedure.

Other Agreements - In addition to this Agreement, I agree to be bound by and will comply with the requirements of the applicable Account Disclosure Statement, the Security Policy, the Privacy Policy, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable state and federal laws and regulations. The Commercial Bank agrees to be bound by them also.

H. Notifications

The Bank will use either e-mail or the secure messaging service within the online environment to report account or transaction-processing problems; to inform me about new services or changes in current services; and to deliver my periodic account(s) statement notification(s). I must have an active, valid e-mail account to use TCB Online Services. ***If at any time my e-mail addresses change, I will update them immediately by notifying the Bank.***

I. Security Measures

The Bank will use commercially reasonable measures, consistent with industry standards, to maintain a reasonable level of security over the information contained in the electronically-delivered account statement notifications and online banking notices.

J. Transaction Procedures

Transfers

IntraBank Transfers (Transfers) can occur at one of three different times: today, at a future date, or on a recurring basis. When submitting a Transfer, I will provide a due date for the Transfer. The Transfer processing date is the date the funds are withdrawn from my account in order to process the Transfer. I must have funds available in my account by 4:00pm ET on the Transfer processing date for the Transfer to occur.

- **Today - All** Today Transfers submitted before 4:00 p.m. are processed that same day. Today Transfers submitted after 4:00 p.m. are processed the next day. Today Transfers are reflected in the available balance of the affected account(s) online and at ATMs within 5 to 10 minutes of submission. To ensure that transferred funds are available to pay items that are processed against my account overnight, I must enter the transfer before the 4:00 p.m. cut-off time. I must have sufficient funds available in my account at the time the Transfer is processed or the Transfer will fail. I cannot cancel Today Transfers once I have ended a Commercial Bank Online Services session.

- **Future** - If I designate a Transfer as a Future transaction, I may request that the transaction be made on a future date that I may designate in advance of the Transfer date. I must have funds available in my account by 4:00 pm on the Transfer processing date for the Transfer to occur. I can cancel or change Future transactions until 4:00pm on the business day preceding the Transfer processing date.

- **Recurring-** If I designate a Transfer as a Recurring transaction, I will request and the Bank will use a Transfer due date that recurs on a specified regular basis (i.e. weekly, biweekly, monthly, etc). I will designate a Start date and can designate an End date. Once I have submitted a Recurring transaction, the Bank will continue to process the recurring transaction until I cancel it or until TCB Online access is disabled. I may cancel or change Recurring transactions until 4:00pm on the business day preceding the Transfer processing date.

- **Loan Payments** - Loan Payment Requests can occur at one of two different times: today or a future date. When submitting a Loan Payment Request (a future-date transaction), I will provide a payment date for the Loan Payment Request. I cannot select weekends or bank holidays as a payment date.

The payment date is the date the funds are withdrawn from my deposit account in order to process the Loan Payment Request. I must have funds available in my account at the start of business on the day the loan payment is processed (the payment date).

K. Transactions - General Information

Bill Payments

- **Account Designation and Payees** - Bill Payments I make through TCB Online Services will be deducted from my designated checking account provided it is authorized for online access. Any payee I wish to pay through TCB Online Services must be located in the United States and the Payment must be payable in U.S. Dollars. I am responsible for ensuring that payee information is correct and for submitting any payee changes.

I have the ability to pay Payveris, LLC a fee of \$19.95 (EXP PM Fee) to have a check delivered faster than by U.S.Mail. This service is offered by the bill pay vendor, Payveris, and applies only to payees that are paid by check, not electronically. I understand that this fee will be deducted from my account at the time the check is processed.

I may use TCB Online Services to make Federal, state or local tax Payments, court-ordered Payments, foreign Payments, or any other category of Payments that you may establish.

- **Processing Liability** - I must allow sufficient time for TCB Online Services to process my request and submit the Bill Payment to the payee. If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken or imposed by the payee. If I schedule my Bill Payment with sufficient time, and the Bill Payment was not received by the payee, or was received late, the Bank may assume responsibility subject to certain limitations.

The Bank is responsible only for exercising ordinary care in making Payments upon my authorization to the designated payee. The Bank is not liable in any way for damages I incur if I do not have sufficient available funds in my account to make the Bill Payment on the Payment processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the Bill Payment in a timely manner, or for any other circumstances beyond the control of The Commercial Bank.

IntraBank Transfers

- **Account Designation.** Through TCB Online Services, I can Transfer funds electronically between any of my savings or checking accounts at the Bank that have been activated for online access under the same User ID. I must be an owner or authorized signer on these accounts.

- **Funds Availability.** Unless otherwise indicated in this Disclosure, Online Transfers are subject to the same terms and conditions outlined in the Deposit Agreement and disclosures I received when I opened my account(s).

I can Transfer only amounts equal to the available balance in my accounts. If my account does not have sufficient funds to complete the Transfer on the Transfer processing date, the Transfer may not be completed.

If the Bank, in its sole discretion, makes the Transfer as an accommodation to me, I am responsible for any overdraft that is created.

Loan Payment Requests

- **Account Designation.** Through TCB Online Services, I can access information about my consumer loans. I must be a direct borrower or guarantor on the loan account. Online Loan Payments are made by debiting funds from any linked Demand Deposit Account and crediting my loan account.

- **Payment Processing.** Requesting a Loan Payment does not constitute application of payment. For my convenience, the status of my payment request will be available online after processing is complete for that business day.

If the deposit account that I request to pay from does not have sufficient funds on the payment date, the Loan Payment Request will not be processed. The loan account may incur late fees and other penalties if payment is not made on time.

L. Electronic Statement Notification

The following provisions constitute an amendment to the Deposit Agreement Terms and Conditions (the Terms) of The Commercial Bank concerning electronic delivery of statement notifications and notices concerning accounts, including time deposits, maintained by me. To the extent there is any conflict between any statement made in this Disclosure and the Terms, this Disclosure shall control.

- **Election and Authorization for Electronic Notification Delivery.** By agreeing to the TCB Online Banking Services Application, I elect and authorize you, *after obtaining customer consent*, to electronically deliver my account statement notification and notices that you are required to provide to me under applicable Federal and State statutes and their implementing regulations, as amended from time to time, including, but not limited to the

following: Truth in Lending Act, Truth in Savings Act, Fair Credit Reporting Act, Electronic Funds Transfer Act, Home Mortgage Disclosure Act, Fair Housing Act, Equal Credit Opportunity Act and the Consumer Leasing Act.

Customers electing to maintain paper delivery of their account statements can be assessed a charge of \$2 per statement per cycle.

- **Statement Access** - Statements for all deposit accounts accessible through online banking will be available through the Accounts portal within TCB Online Services. The only additional requirement for viewing, printing, emailing and archiving statements is an updated version of Adobe Acrobat Reader. Paper statements are also available for \$2/ per cycle needed.

Additional statement request options

1. Visit any branch in person.
2. Request a statement through Secure Messaging Services within the online environment.
3. Call 706-743-8184 and speak to a Customer Service Representative

- **E-Mail Address** - E-statement notifications will be delivered to the most current e-mail address I have provided to the Bank. I may change my e-mail delivery address by notifying a TCB Customer Service Representative at any time. Changing my e-mail address will affect all future e-statement notifications delivered to me. I agree that my failure to provide the Bank with an accurate e-mail address is a lack of ordinary care on my part.

If I have a multiple-party account as defined in the Terms, my e-mail address may be changed using the procedure described above by any authorized party to my account. The Bank shall have no obligation or liability to any of the parties to a multiple-party account if the e-mail address is changed using the procedures set forth above.

- **Opting out of E-Statements** - The Commercial Bank encourages all TCB Online Banking customers receive their account statements electronically. *Opting out of this agreement with the intent to maintain online services will reactivate your paper statement delivery and cost you \$2.00 per statement per month.* There is no fee for opting out of Online Services. Please refer to **Section X** of this agreement for Opt-Out Instructions.

- **Prompt Review Of E-Statements** - For purposes of disputes, the statement date will be considered the date that the e-mail statement notification is sent (the E-mail Date).

I must review my e-statement and any accompanying items with reasonable promptness and notify you of any unauthorized signatures or alteration regardless of when I receive and/or open the e-statement.

For EFT errors on consumer accounts, I must notify the Bank no later than 60 days after the E-mail Date. For all other statement errors, I must notify the Bank within 15 days of the E-mail Date.

- **Retention of Statements** - The Commercial Bank will maintain the availability of all demand deposit account statements within the online environment for no less than 90 days.

M. Stop Payments

At my request and risk, I can submit stop payment requests for a single check or a range of checks. Online stop payments for ATM/Debit card and ACH transactions are **not valid**. My login credentials are sufficient for verbal permission to order an online stop payment, and the stop payment order can be effective for 6 months after submission. However, the bank may require me to present my request in writing within fifteen (15) calendar days after I initiated the online stop payment. **Stop Payment requests may possibly be renewed for additional 6 months thereafter by writing us during the period the stop payment is in effect. The bank reserves the right to deny my renewal request.**

Although stop payment items are on-us items that are processed each business day, The Bank requires a full day to process online requests. I must contact the Bank to cancel or modify a stop payment request. If the check has already been paid, the request will be denied and will display on the web site with a status of Check Paid.

I acknowledge that all information I provide to the Bank must be correct and accurate, and if I provide incorrect information (even if the information is a close approximation) the Bank is not liable for payment of the check. I understand that for a stop payment to be effective, the stop payment order must precisely identify the number, date and amount of the check, and the payee thereof. I agree to hold the Bank harmless for the amount of any check on which I have requested a stop payment and to indemnify the Bank against any loss, expense, or cost incurred by reason of the Bank's refusal to pay such check or debit. If a stop payment is placed on a range of checks, I understand the Bank may require that I close my account and open a new account to protect against fraud. The Bank assumes no liability if an account has been compromised.

If I place a stop payment request, I agree to pay a fee for each stop payment request in the amount set forth in the Bank's schedule of fees.

N. Stopping or Modifying Commercial Bank Online Services Authorized Payments

If I am unable to cancel or change a Bill Payment or Transfer under the circumstances described above, I may nonetheless be able to cancel or change the transaction by contacting Commercial Bank by phone at 706-743-8184. In order for the cancellation to be effective, however, the Bank may require that I put my request in writing within 24 hours of my verbal notification.

O. Authorization to Charge Accounts

I am responsible for all Transfers or Bill Payments I, or an authorized representative, submit using TCB Online Services.

I authorize you to charge my designated account(s) for any transactions accomplished through the use of TCB Online Services. I agree that you may comply with instructions entered by any one person using an authorized User ID and password notwithstanding any provision that may be contained in any other account documentation purporting to require more than one signature to withdraw funds from the account. If I permit another person to use TCB Online Services or give them my User ID and password, I am responsible for the transactions that person submits involving the deposit account(s) even if that person exceeds my authorization.

I authorize you to process Bill Payments and Transfers according to my instructions whether oral, in writing, or through TCB Online Services. I authorize you to initiate any correcting entry in order to correct any mistaken entry. I understand that if a Bill Payment or Transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number even if it identifies a person different from the named beneficiary. My obligation to pay the amount of the Bill Payment or Transfer to the Bank is not excused in such circumstances.

P. Fees

- **Service Fees** - The Commercial Bank reserves the right to change the charges, fees or other terms described in this Disclosure. When changes are made to any fees, charges, or other material terms, The Commercial Bank will update this Disclosure and will either send a notice to my physical address on their record or to my e-mail account 30 days prior to assessment of the fee. As always, I may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these charges relate. The Bank also reserves the option, in its business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Account Disclosure.

- **Monthly Service Fee** - The Commercial Bank currently does not charge a fee for Online Services. However, the Bank reserves the right to change this policy at any time as long as I am given sufficient notice as to the new charges.
- **Transaction Fees** - If the deposit account from which the Bill Payment or Transfer is made incurs per-item fees for excess debit transactions pursuant to the terms of my Deposit Agreement, a fee will be charged for each Bill Payment or Transfer in excess of the specified limit. The transaction fee may not apply to other accounts. The amount of this fee is set forth in the disclosures I received when I set up the account.

- **Applicable to All Fees and Charges.** If I do not have sufficient available funds in my account on the date the fee or charge is payable, I authorize you to automatically deduct the payment from my account as soon as funds are available.

Q. Changing My Password

If I would like to change my online services password, I can do so after logging into TCB Online Services (www.thecommercialbank.net). I can change my password as often as I like. If I choose to self-enroll in online banking, I will create my initial password to use going forward. If I use the alternate registration method, a password will be assigned, and I will be required to change my online services password the first time I log in.

If I have a multiple-party account as defined in the Terms, my password may be changed using the procedures described above by any authorized party to my account. The Bank shall have no obligation or liability to any of the parties to a multiple-party account if any password is changed using the procedures set forth above.

I agree that The Commercial Bank has no control as to the persons who have access to my personal computer and my password once they are in my possession. The Commercial Bank will not be liable for any unauthorized access to my personal computer using my password. I agree that it is my responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to my personal computer or unauthorized use of my passwords.

R. Online Account Inactivity

The Commercial Bank reserves the right to deactivate online accounts that have been inactive for a period of 3 months (90 days).

S. Limitation of Liability

Unless otherwise required by law or stated elsewhere in this Disclosure, I agree that The Commercial Bank is not liable for any loss, damage or injury, whether direct, indirect, special, incidental, or consequential caused (i) by any negligent act of The Commercial Bank, (ii) related in any way to my use of Commercial Bank Online Services, (iii) arising out of the installation, use or maintenance of the software, (iv) resulting from a failure or delay in the delivery or processing of any Bill Payment, or (v) arising as a result of any defect, virus, or malfunction of my personal computer, software, modem or telephone line.

Notwithstanding any provision to the contrary contained in this Disclosure, The Commercial Bank shall be responsible only for performing the online banking services as expressly provided for in this Disclosure.

The Commercial Bank shall be liable only for material losses, which are the direct result of your own gross negligence or intentional misconduct in performing these online banking services. The Commercial Bank shall have no liability for failure to perform any online banking services or for any disruption or delay in performing online banking services in the event such failure, disruption or delay is due to circumstances beyond your reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, my

Internet Service Provider, or weather conditions. The Commercial Bank shall have no liability for any consequential, special, incidental, punitive or indirect damages or loss under any circumstances.

Except to the extent that you are liable under this agreement, I agree to indemnify and hold the Bank and its directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorneys fees) arising out of or in any way connected with the performance of these online banking services. I agree that this indemnification shall survive the termination of this agreement.

T. Liability for Unauthorized Use

The rules for liability in the event of unauthorized use of my accounts at the Bank are outlined specifically in the Electronic Funds Transfer disclosure that I received when I opened my account with the Bank. These same rules apply for unauthorized use of TCB Online Services as well.

If I believe my e-statement is lost, my online services User ID and Password is lost or that someone has obtained access to either without my permission, I will call you at 706-743-8184 or email you at operations@thecommercialbank.net.

U. Liability for Failure to Make Payments or Transfers

If you do not send a Bill Payment or make a Transfer on time or in the correct amount according to my instructions given in accordance with this Disclosure, you may be liable for damages as provided by this Disclosure and other law. However, there are some exceptions. You will not be liable, for instance, if:

- Through no fault of yours, my account does not contain sufficient available funds to make the Bill Payment or Transfer.
- The Bill Payment or Transfer would go over the credit limit on my overdraft line of credit.
- The equipment, network, phone lines or computer systems were not working properly or were temporarily unavailable.
- Circumstances beyond your scope of control, such as fire or flood, prevented the Bill Payment or Transfer despite reasonable precautions that you have taken.
- A court order or legal process prevents you from making a Transfer or Bill Payment.
- I have previously reported my password lost or stolen, or you have a reasonable basis for believing that unauthorized use of my password has occurred or may be occurring.
- The payee does not process a Bill Payment correctly or in a timely manner.
- I default under any agreement with you or if you or I terminate this Agreement.

In no event shall The Commercial Bank be liable for damages in excess of my actual loss due to the Bank's failure to complete a Bill Payment or Transfer and the Bank is not liable for any incidental or consequential damages.

If any of the circumstances listed in subparagraph 3) or 4) shall occur, you shall assist me with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have been processed incorrectly.

V. Disclaimer of Warranty

The Commercial Bank makes no warranties of any kind with respect to any software programs I use to access any online services. The Commercial Bank does not warrant that the software program or that e-statements service will meet my specific requirements. You make no warranties of any kind, whether express or implied, with respect to the use and adequacy of the software programs or the online services you provide under this agreement. You

disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

W. Other Conditions

- **Terminate Agreement.** The Bank reserves the right to terminate my TCB Online Banking Services Application and my access to TCB Online Services, in whole or in part, at any time for any reason.

If an account, which I access through TCB Online Services, is closed, the Online Banking Services may terminate.

If, for any reason, I decide to cancel TCB Online Services, the Bank strongly suggests that I cancel all future bill payments before canceling my service, either by deleting the payments myself or by contacting the Bank at 706-743-8184. This ensures that all future payments and transfers will not be duplicated.

- **Assignment.** The Commercial Bank may assign this Disclosure to its parent corporation or to any now-existing or future direct or indirect subsidiary of the parent corporation. The Commercial Bank may also assign or delegate certain of its rights and responsibilities under this Disclosure to independent contractors or other third parties.

X. Governing Law/Jurisdiction/Severability

This Disclosure shall be governed by and interpreted in accordance with the laws of the State of Georgia and any applicable Federal laws and regulations. I irrevocably submit to the jurisdiction of any Federal or State court sitting in the State of Georgia for any action that I bring and agree that, in any action brought under this Disclosure, venue shall be placed in Oglethorpe County. A determination that any part of this Disclosure is invalid or unenforceable will not affect the remainder of this Disclosure.

Y. Termination of Consent.

To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through TCB Online Services will also be terminated. There is no fee charged for termination of Online Services. You may notify the Bank by one of the following methods:

By sending an e-mail to: operations@thecommercialbank.net

By calling (706) 743-8184

Addendum to Electronic Banking Disclosure for Mobile Remote Deposit Capture (Updated 3/25/15)

Mobile Remote Deposit Capture User Agreement

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of The Commercial Bank ("TCB") Mobile Check Deposit and/or other remote deposit capture services that TCB ("TCB", "us," or "we") may provide to you ("you," or "User"). In this agreement, the words "we", "our", "us" and "Bank" refer to TCB. "You" or "your" refers to each person with authorized access to your Account(s) who applies for and uses TCB's Mobile Check Deposit Service. Other agreements you have entered into with TCB, as applicable to your TCB account(s), are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing check images and delivering those images and associated deposit information to TCB or TCB's designated processor.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after TCB has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, TCB reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties beyond our control. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software. TCB is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.
5. **Your Authentication Method.** You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that

we require (these components are referred to herein collectively as your "Authentication Method"). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered "in writing" under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions; Checks deposited, Check images, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

6. **Fees.** The Bank charges \$.50 per deposit. You authorize the bank to deduct any such fees from any bank account in your name. You also agree that the Bank can Change any established fee for the services if the Bank provides you with written notice at least 30 days before implementing the fee change.
7. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to TCB is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
8. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered **ineligible** items.
9. **Ineligible Items:**
 - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
 - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
 - Checks payable jointly, unless deposited into an account in the name of all payees.
 - Checks previously converted to a substitute check, as defined in Reg. CC.
 - Checks drawn on a financial institution located outside the United States.
 - Checks that are remotely created checks, as defined in Reg. CC.
 - Checks not payable in United States currency.
 - Checks dated more than 6 months prior to the date of deposit.
 - Checks or items prohibited by TCB's current procedures relating to the Services or which are otherwise not acceptable under the terms of your TCB account.
 - Checks payable on sight or payable through Drafts, as defined in Reg. CC.
 - Checks with any endorsement on the back other than that specified in this agreement.
 - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
 - Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
 - Postdated checks

10. **Endorsements and Procedures.** You agree to endorse any item transmitted through the Services as "FOR MOBILE DEPOSIT ONLY, account # ____" and date of deposit or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Services as the Bank may establish from time to time. Endorsements must be made on the back of the check within endorsement area, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Bank account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Bank account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Bank account using the Services.
11. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from TCB that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
12. **Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available within three business days from the day of deposit. TCB may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as TCB, in its sole discretion, deems relevant.
13. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from TCB that we have received an image that you have transmitted, you agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted as an image, mark it "VOID" and the date of deposit, or otherwise render it incapable of further transmission, deposit, or presentment. During the retention period, you agree to promptly provide to TCB upon request within two Business Days, at your expense, the requested original check in your possession.
14. **Deposit Limits.** The Bank reserves the right to establish and assign to you deposit limits for the Mobile Deposit Services (including limits on the dollar amount and /or number of Checks that you may transmit through the Service each Day) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. Our current daily deposit limits is \$1,000 per item and \$1,500 per day. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Daily and monthly deposit limits may vary for users of other services.
15. **Rejection of Deposits.** You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretions, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against

you due to the Bank's rejection of any Check that you transmit for deposit through the Service. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a Check being returned. You acknowledge and agree that, we may reject any Check transmitted through the Service in our sole discretion with notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for remote deposit, you must physically deposit the original Check.

16. **Availability of Service/Contingency.** In the event you are unable to capture, balance, process, produce or transmit a file to the Bank, or otherwise comply with the term of the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the original of all checks to the closest Bank location. The deposit of original checks at an office of the Bank shall be governed by the terms and conditions of the deposit *Important Account Information for our Customers* and not by the terms of this Agreement.
17. **Errors.** You agree to notify TCB of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable TCB account statement is sent. Unless you notify TCB within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against TCB for such alleged error.
18. **Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. TCB bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
19. **Image Quality.** The image of an item transmitted to TCB using the Services must be legible, as determined in the sole discretion of TCB. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by TCB, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
20. **User Warranties and Indemnification.** You warrant to TCB that:
 - a. You will only transmit eligible items.
 - b. You will not transmit duplicate items.
 - c. You will not re-deposit or re-present the original item.
 - d. All information you provide to TCB is accurate and true.
 - e. You will comply with this Agreement and all applicable rules, laws and regulations.
 - f. You are not aware of any factor which may impair the collectability of the item.
 - g. You agree to indemnify and hold harmless TCB from any loss for breach of this warranty provision.
21. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
22. **Termination.** We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Bank Services Agreement, Commercial Bank Services Agreement or any other agreement with us.
23. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or

unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

24. **Ownership & License.** You agree that TCB retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to TCB's business interest, or (iii) to TCB's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.
25. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
26. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF TCB HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.