



Security Exchange Bank

Cash Management and Business Internet Banking Agreement and Electronic Funds Disclosure

AGREEMENT

This Agreement ("Agreement") is entered into by and between Security Exchange Bank, herein referred to as "Bank", "we", "us" or "our", and the applicant as noted on the enrollment form, herein referred to as "Customer", "you", or "your".

This agreement states the terms and conditions that govern your use of our Cash Management and Business Internet Banking service. These terms and conditions are in addition to those terms and conditions that apply to any accounts you have with us or any other services you obtain from us, including those set forth in any deposit agreement. This agreement shall be governed by and interpreted under Georgia and applicable federal law. We reserve the right to amend or terminate the Internet Banking service at any time. You further agree that all disclosures required to be given by the Bank under Federal Reserve Regulation E in writing for the Internet Banking service may be provided by the Bank electronically through this agreement and the related disclosures.

Once your Cash Management and Business Internet Banking access has been established, it is your responsibility to:

- change your temporary password upon first login;
- safeguard and protect your user ID and password in a secure manner so as to prohibit unauthorized access; and
- refrain from password sharing or insecure use of public computer systems which are likely to collect such data as user ID and password.

By acknowledging the terms of this Agreement for Cash Management and Business Internet Banking, you understand that:

- user ID's and passwords issued can be used to transfer funds from your account(s);
- you will be liable for losses stemming from the disregard of warnings about password security;
- If your account information is accessed by someone using your or your agent's correct user name and password, Security Exchange Bank has a right to consider them to be an authorized user;
- You authorize Security Exchange Bank and its agents to follow any instructions transmitted by the use of your user or your agent's ID and password, and agree to be bound thereby;
- You authorize SEB to disclose information about any of your accounts to third parties in order to complete transactions using Internet Banking;
- Numerous technical issues may render the server unreachable from time to time, or make it impossible to conduct business online at a specific time, and you agree that in those instances you should transact business through other channels the Bank offers;
- Your Email address may be used by SEB to contact you regarding any changes or updates to Cash Management and Business Internet Banking or your accounts and services, and Security Exchange Bank will never provide this address to anyone outside the bank for any purpose at any time.

You understand and agree that the security for the Consumer Internet Banking service is controlled by the Internet Banking User ID, together with the Internet Banking password chosen, entered and maintained by you. You are responsible for all transactions that you or any authorized user makes using this User ID and password. If you wish to terminate that person's authority, you must remove that user's access to Cash Management and Business Internet Banking immediately. The Bank is not liable for any transactions initiated by any person's whose access is still active at the time the transaction is initiated.

You may use the Cash Management and Business Internet Banking service to access your deposit accounts at the Bank from which you have an unrestricted right to withdraw funds. We reserve the right to limit the types of accounts that may be accessed and the types of transactions you may perform. You agree that if any account

being accessed through the Cash Management and Business Internet Banking service is jointly owned, then you will be bound by all transactions in the account authorized by any joint account owner.

You also understand that there is a maximum dollar limit on any payment or transfer that is equal to the available balance in your deposit account(s).

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

- If, through no fault of ours, you do not have enough money in your account to make the payment;
- A legal order prohibits withdrawals from your account;
- Your account has been closed or frozen
- If the payment would go over the credit limit on your overdraft line, or cause an overdraft on the designated account;
- You, or anyone of your agents, commits fraud or violates any law or regulation in connection with Cash Management and Business Internet Banking;
- Any or part of any electronic device connected with the Cash Management and Business Internet Banking service is not functioning properly;
- You do not provide us with accurate or complete information for processing your transaction;
- You do not properly follow the instructions for use of the Cash Management and Business Internet Banking service;
- You are knowledgeable of any outage of any part of the Cash Management and Business Internet Banking service at the time you initiate the transaction;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- Other exceptions stated in your agreement with us.

The Bank reserves the right, without liability, to reject or reverse a transaction if you fail to comply with the terms of this agreement. If you do not have sufficient funds in the Account and the Bank has not exercised its right to reverse or reject a transaction, you agree to pay for such payment obligations on demand. You further agree the Bank, at its option, may charge any of your accounts with the Bank to cover such payment obligations and any related fees as previously disclosed.

Cash Management and Business Internet Banking Fees: There is no fee for the use of Security Exchange Bank's Cash Management and Business Internet Banking Service. You acknowledge that transaction limitations, as described in the Truth in Savings Disclosure you received when you opened your deposit account(s) or subsequently thereafter, apply to transfers or withdrawals from savings or money market accounts. Federal regulations limit transfers or withdrawals to six per statement cycle when initiated by telephone, electronic, or other preauthorized means. You acknowledge that an 'excess transaction' fee as disclosed in the above-mentioned Truth in Savings Disclosure, will apply to transactions that exceed the transaction limitation. You also acknowledge that if you exceed the restrictions on more than an occasional basis, we may close the savings or money market account and transfer the funds to a checking account.

Problems: If you believe an error has occurred, please call 770-419-3337 during regular business hours for assistance.

Change in Terms: We will mail or deliver a written notice to you at least 30 days before the effective date of any change in terms or conditions disclosed in this agreement, if the change would result in increased fees or charges, increased liabilities for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law. We may send any such notice to you only by electronic mail.

Cancellation: We reserve the right to terminate the Cash Management and Business Internet Banking service at any time. You may cancel your Internet Banking access at any time by submitting your request in writing to: Security Exchange Bank, Attn: Internet Banking, 833 South Cobb Drive, Marietta, GA 30060. Or by phoning us at 770-419-3337.

Electronic Funds Transfer Disclosure

CONSUMER'S LIABILITY: You will tell us AT ONCE if you believe your card or code has been lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account. If you believe your card or code has been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card or code and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Limitation of Liability for Unauthorized VISA Point of Sale Transactions. Tell us AT ONCE if you believe your ATM Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized ATM Card transactions that take place on the VISA system is zero dollars (\$0.00). We may require you to provide a written statement regarding claims of unauthorized ATM Card transactions. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see CONSUMER'S LIABILITY paragraph) only if we determine that you were grossly negligent or fraudulent in the handling of your account or ATM/Debit Card.

Also, if your statement shows transfers that you did not make, you will tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money that you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

CONTACT IN EVENT OF UNAUTHORIZED TRANSFER: If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, you will call (770)419-3337 or write SECURITY EXCHANGE BANK, Customer Service Department, 833 South Cobb Drive, Marietta, GA 30060.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your card or check without permission.

BUSINESS DAYS: For purposes of these disclosures, our business days are Monday, Tuesday, Wednesday, Thursday, and Friday. Holidays are not included.

TYPES OF TRANSFERS: You may authorize certain direct deposits to your checking or savings account. You may authorize certain bills and other payments to be deducted from your checking or savings accounts. A merchant may convert your check in payment for merchandise or services into an electronic funds transfer from your account.

You may use your card or code to:

- Pay for purchases at places that have agreed to accept the card or code.
- Transfer funds between your checking and savings accounts.
- Withdraw cash from your checking and savings accounts.

Some of these services may not be available at all terminals.

ELECTRONIC CHECK CONVERSION: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to

- pay for purchases;
- pay bills.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS:

- You may purchase goods or services up to \$300.00 of your available balance using your ATM card or up to \$1000.00 of your available balance using your VISA debit card for point-of-sale transactions per day.
- You can withdraw up to \$300.00 of your available balance using your ATM or VISA debit card per day from our terminals.
- You may not use your ATM/Debit card in Central Europe, Middle East or Africa.

FEES:

- If you use your ATM/Debit card in a foreign country and/or to make a purchase in a foreign currency, you will be charged a currency conversion fee of 1% of the transaction amount.
- If you conduct a transaction involving only U.S. dollars with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of 1% of the transaction amount that will appear on your monthly statement.
- If you conduct a transaction involving multiple currencies with the ATM/Debit card in a country outside of the United States of America, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of 1% of the transaction amount that will appear on your monthly statement.
- During any calendar month or statement cycle, you may not make more than 3 transfers by ATM or debit card on a Money Market or Savings account. If you exceed this limit you will be charged a fee of \$8.00 per item in excess of this limit.

CONFIDENTIALITY: We will disclose information to third parties about your account or the transfers you make:

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

DOCUMENTATION:

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company you can call us at (770) 419-3337 to find out whether the deposit has been made.

Periodic Statements. You will get a monthly account statement unless there are no electronic transfers in a particular month. In any case, you will get the statement at least quarterly.

PREAUTHORIZED PAYMENTS:

Stop Payments. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: call us at (770) 419-3337 or write us at SECURITY EXCHANGE BANK, 833 South Cobb Drive, Marietta, GA 30060, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we can also require you to put your request in writing and get it to us within 14 days after your call. We will charge you \$35.00 for each stop payment order you give us.

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

Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in your agreement with us.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS: You will telephone us at (770) 419-3337 or write us at SECURITY EXCHANGE BANK, 833 South Cobb Drive , Marietta , GA 30060 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. You will:

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days if VISA® Checkcard point-of-sale transaction, and 20 business days if new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if point-of-sale transaction, or new account, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if VISA® Checkcard point-of-sale transaction, and 20 business days if new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. For the purpose of this paragraph, an account is a new account for a period of 30 days from the date of the first deposit to the account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.