

AB&T National Bank

Online Banking Agreement and Disclosure

General Information

This Online Banking Agreement and Disclosure ("Agreement") sets forth your rights and responsibilities concerning the use of AB&T National Bank's Internet Banking Service. By using the Internet Banking Service you agree to abide by the terms and conditions of this Agreement. This Agreement will be governed by and interpreted in accordance with federal laws and regulations, along with any State laws governing your use of this service.

Definitions

- You and Yours – Those who sign as applicants or each and all signers on an account.
- Account – any type of account of "yours" held at AB&T National Bank
- Transaction – all debits or credits on an account, including withdrawals, deposits, transfers and purchases.
- Our, We, Us, and Bank – AB&T National Bank
- Bank Business Day – Monday through Friday, excluding legal federal holidays.

Internet Banking Access

To use the Internet Banking Service, you must have at least one deposit or one loan account and access to the Internet. To utilize the Bank's bill payment service, you must have at least one checking account. You will be required to register for online access at the bank's website www.abtgold.com. Once you have completed the registration form, your application will be reviewed and you will receive notification of your approval status within one business day. You are solely responsible for the equipment and software you use to access the Internet Banking Service. The Bank is not responsible for the cost of upgrading your equipment and/or software to stay current with the Internet Banking Service.

Internet Banking Services

The following services are currently available:

- Perform account inquiries on deposit and loan accounts
- Obtain statement information, download and print statements and copies of imaged checks
- Download information into Quicken, QuickBooks, and MS Money.
- Sort and search information by account, date, amount, check number, transaction type, etc.
- Transfer funds between your accounts
- Make loan payments
- Request stop payments
- Pay Bills
- View Check Images
- Obtain product and interest rate information

Please note that from time to time, we may offer and introduce new Internet Banking services. The Bank will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by the rules, which will be communicated to you, concerning these services.

We do not warrant that our Internet Banking Service or the Internet will be available on a specified date or time or that our Internet Banking Service or your Internet Provider will have the capacity to meet your demand during specific hours. The Bank will not be liable for any damage that you may suffer arising out of use, or inability to use, the service or products provided hereunder. In addition, the bank currently has a cut-off time of 4 PM for all transactions

posted during a business day. For transactions posted on a non business day, the transaction will be process on the next business day.

Balance Information

Balances shown online are updated each evening with transactions that posted to your account during the day. Therefore, these balances may not include all deposits or debits (checks, debit card purchases, ach, etc.). We have a right to cancel transactions if sufficient funds are not available in your account. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Fees and Charges

There are no fees for consumer Internet Banking Service or for the Basic Business Internet Banking Service. However, fees, as described in the applicable account disclosure (Schedule of Fees and Charges), may apply to products and services purchased online (for example, stop payment fees). Please refer to your Schedule of Fees provided at the time of your account opening.

The Bank does reserve the right to change the fees or other terms described in this Agreement at any time. However, when changes are made to any fees, we will notify you in writing or online (if you accepted the terms of receiving online disclosures) at least thirty (30) days prior to any changes. Changes to fees applicable to specific accounts are governed by the applicable account disclosure statement.

Security and Preventing Misuse of your Information

Your role in preventing misuse of your account through the Internet Banking Service is extremely important. Below are some suggestion to help protect yourself and your accounts;

- Keep your password for Internet Banking confidential at all times, the Bank should never ask you for your password.
- Install a good antivirus and anti-spyware software on your computer and update them on a regular basis. Most software products allow for you to schedule updates daily, weekly, etc. Make sure you scan your computer for viruses and spyware on a regular basis – once a week at least.
- Install and use firewalls on your computer and your communications equipment (cable or DSL modems).
- Stay away from websites that seem suspicious.
- Do not download programs from the Internet or an email without being certain you really want the program and that you trust the company or person from which it originates. *** Make sure your virus software is updated prior to downloading any files ***
- Always be aware of changes in your computer. If it suddenly slows down (your overall computer, not just your connection to the Internet) – then something could be running in the background. If it happens more than once or twice, run a virus and spyware scan, if nothing shows up and this problem continues you may want to have a professional exam it.

The bank's Internet Banking Service utilizes security technology (Secure Signon) to protect your identity from whatever computer you're using, whether at home, at the office, or on the go. It identifies you as the true "owner" of your accounts by recognizing not only your password, but your computer as well. If your computer isn't recognized by us, such as you've logged in from a public computer or one you haven't used before, we'll ask you to request a onetime passcode that will be sent to a device previously linked to your account, such as a mobile phone, home phone, or email address. Once you receive the passcode on the external device you will be asked to input this code into Online Banking before the system will allow you access to your accounts. This measure is used as additional line of defense to prevent unauthorized access.

Please notify us immediately if you believe your password has been stolen or if you believe your computer has been compromised. We can remove any lost devices from your account, lock your account, or change your personal information to protect your identity.

Terms and Conditions

The first time you access your account(s) through the Internet confirms your agreement to be bound by all of the terms and conditions of this Agreement, acknowledges your receipt and understanding of this disclosure, and reconfirms your agreement to the Deposit and/or Loan Agreement you received when you opened your account.

The Bank agrees to make reasonable efforts to ensure full performance of the Internet Banking Service. The Bank will be responsible for acting only on those instructions sent through the Internet Banking Service that are actually received and cannot assume responsibility for malfunctions in communications not under its control that may affect the accuracy or timeliness of message sent. The Bank is not responsible for any losses or delays in the transmission of instructions arising out of the use of any Internet Service Provider or caused by any browser software (i.e. Internet Explorer or Netscape). Any information you receive from the Bank can only be provided on a best-effort basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information. The Bank, any of its affiliates, or any of its respective officers, directors, employees or agents, are not responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment or software. The Internet Banking Service and any related services are provided on an "as is" basis.

The Bank makes no express or implied warranties concerning the Internet Banking Service, including but not limited to, any warranties of merchantability, fitness for a particular purpose or non-infringement of third party proprietary rights unless, and then only to the extent, disclaiming such warranties is prohibited by law.

Termination

This Agreement will remain in effect until terminated by you or terminated or amended by the Bank.

Your Right to Terminate: You may cancel your Internet Banking Service at any time by providing a written notice by U.S. Mail to, AB&T National Bank, Attention: Operations, P O Box 71269, Albany, Georgia 31708 or by fax to (229) 446-2274. The Internet Banking Service will be terminated within one business day of receipt of proper notification. If your request for termination of your account is received in any other format, there may be a delay with removing your account(s) from this service.

Our Right to Terminate: You agree that we can terminate or limit your access to the Internet Banking Service for any of the following reasons:

- Your online account is not accessed within the last 180 days
- You or any authorized user of your password breached this or any other agreement with us
- We have reason to believe there is unauthorized use of your account or password
- You have violated any of the terms and conditions of your Deposit/Loan Agreement (for example excessive overdrafts on a deposit account)
- Upon reasonable notice, for any other reason at our sole discretion.

*** PLEASE REFER TO ELECTRONIC FUNDS DISCLOSURE ATTACHED ***

Electronic Fund Transfers

Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Please refer to your Regulation E Disclosure that you received at the time you opened your account with AB&T National Bank for additional details.

Types of Transfers, Frequency and Dollar Limitations

Prearranged Transfers

Preauthorized credits - You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).

Preauthorized payments – You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

ATM Transfers – You may access your account(s) by ATM using your ATM or Debit Card and personal identification number to:

- Get cash withdrawals from checking accounts you may withdraw no more than **\$500 per day**
- Get cash withdrawals from savings accounts you may withdraw no more than **\$500 per day**
- Transfer funds from checking and/or savings to checking and/or savings
- Get checking account(s) information
- Get savings account(s) information

Point-of-Sale Transactions – Using your card, you may access your checking account to purchase goods in person, by phone, and/or by computer; pay for services in person, by phone and/or by computer; get cash from a merchant, if the merchant permits or from a participating financial institution, and do anything that a participating merchant will accept. You may not exceed more than **\$1,000 in transactions per day**.

Computer Transfers – You may access your account(s) by computer or mobile device at our website(s) and using your account numbers, user ID, password, and onetime passcode to:

- Transfer funds from checking and/or savings to checking and/or savings
- Make payments from checking to loan accounts with us
- Make payments from checking and/or savings accounts to selected vendors
- Transfer funds from personal lines of credit to checking and/or savings
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- Get CD and loan account information

Electronic Fund Transfers Initiated by Third Parties – You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic

fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include but are not limited to:

- **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 or pay bills.
- **Electronic returned check charge** – You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

General Limitations

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers from a money market account to another account or to third parties by preauthorized debits (ACH), automatic transfers, telephone transfers, online banking transfers, debit card purchases (POS), or any other type of payment to a third party are limited to **6** transactions per month. A \$8.00 withdrawal fee will be charged per transaction thereafter.
- Savings accounts may have **6** withdrawals per quarter before being accessed a fee. A \$2.00 withdrawal fee will be charged per transaction thereafter. In addition, if you exceed more than **6** withdrawals per month, then an \$8.00 withdrawal fee will be charged per transaction thereafter.

Fees

We charge **\$0.00** each month to our customers whose accounts are set up to use Internet based bill payment.

Debit Card fee is **\$25 after 2 replacements**

Foreign ATM card fee is **\$1.50 per withdrawal**

Additional fees may apply, please refer to Fee Schedule that was provided to you at the time you opened your account.

Except as indicated above, we do not charge for Electronic Fund Transfers.

ATM Operator/Network Fees: 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).

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. Receipts for merchant POS transactions of \$15.00 or less may not always be available.

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 the telephone number listed below to find out whether or not the deposit has been made.

In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly. You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.

Preauthorized Payments

Right to stop payment and procedure for doing so – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how – Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request **3 business days** or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within **14 days** after you call. We charge **\$35.00** for each stop payment.

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 **3 business days** or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

Liability for failure to make transfers – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and 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 money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- 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 efforts
- There may be other exceptions stated in our agreement with you.

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
- as explained in the separate Privacy Disclosure

Unauthorized Transfers

Consumer Liability – Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within **2**

business days after you learn of the loss or theft of your card and/or code, you can lose no more than **\$50** if someone used your card and/or code without your permission. Also, if you do **NOT** tell us within **2 business days** after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as **\$500**. Also, if your statement shows transfers that you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within **60 days** after the statement was mailed to you, you may not get back any money you lost after the **60 days** if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

Visa® Card Debit – Additional Limits on Liability for Debit Cards

Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

Contact in event of unauthorized transfer – If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfer, call or write us at the telephone number or addressed listed below, 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.

- (1) Tell us your name and account number (if any)
- (2) 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
- (3) 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 involving a Visa® transaction or **20 business days** if the transfer involved a 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 the transfer involved a new account, a point-of-sale transaction, 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 involving a Visa® transaction or **20 business days** if the transfer involved a 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. An account is considered a new account for **30 days** after the first deposit is made, if you are a new customer.

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.

ATM Safety Tips

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the user of ATMs. Please read the following safety tip:

- Be aware of your surroundings, particularly at night
- Consider having someone accompany you when the ATM is used after dark
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction
- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home
- Consider using another ATM or coming back later if you notice anything suspicious. If you are in the middle of a transaction and your nothing something suspicious, cancel the transaction; pocket your ATM card and leave.
- Go to the nearest public area where people are located if you are followed after making a transaction.
- Report all crimes to law enforcement officials immediately.

Institution (name, address, telephone number, business days)

AB&T National Bank

2815 Meredyth Drive

Albany, GA 31708-1269

229-446-Bank (2265)

Business Days:

Monday Through Friday, Holidays are not included.