



Business Banking Agreement

This Agreement sets forth the terms of the Business Banking services (“Services”) that AB&T (“us” and “Bank”) makes available to “Customer” its customer (“you”). By applying for any Services, you agree to be bound by these terms. Your use of any Service will be additional evidence of your agreement to these terms.

- 1. Services.** We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.
- 2. Equipment & Software.** You are responsible for providing and maintaining any equipment & software that is necessary for the Services, such as telephones, computers, computer software including an internet browser and internet access. You agree to use equipment & software that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE TO YOU.
- 3. Accounts.** All accounts owned by you will be available for use with the Services, however not all services may be available with all accounts. If you have chosen to have access to multiple companies, you warrant that you have authorization from the parent company, subsidiaries or affiliates, to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, if applicable, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the account from which transfers should be made.

You must appoint an individual (an “Administrator”) with the authority to determine who will be authorized to use the Services on your behalf. Your Administrator can establish separate security codes for each end user, as well as limits on each end user’s authority to access information and conduct transactions. You assume sole responsibility for the actions of your

Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services.

4. **Fees.** You agree to pay us the fees we establish for each of the Services. Refer to our commercial fee schedule for details. We will charge them directly to your accounts that use the specific services or an account that you designate the fees to be deducted from. We may amend our Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

5. **Access to Account Data.** Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of our business day, some transactions may not be reflected in the system until the next banking day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access our system for any reason, please contact your banker or any one of AB&T's branches for account information and technical assistance.

6. **Information Processing and Reporting.** We offer a number of Services that require us to receive, process, and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties. NOTE: Although we are not required to analyze your **information**, we maintain the right to review this information for various purposes, such as fraudulent activity (red flags) or suspicious activity involving your accounts or authorized users. AB&T is not responsible and will not be held liable for any of these types of activity on your account.

a. **Information You Provide to Us.** You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions.

b. **Your Instructions.** You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number,

other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

c. **Your Review.** You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure).

7. **AB&T Treasury Management.** By utilizing AB&T's Treasury Management System to access certain account information and/or to perform certain task(s), as agreed upon by you and AB&T, you agree to adhere to the guidelines set forth in AB&T's Digital Banking Agreement and Disclosure contained at the bottom of this agreement and also found on our website www.abtgold.com.

8. **User Guides and Security Procedures.** We may provide you with a User ID and/or passwords (collectively, a "Security Code") to access the Services. We may also provide you with operating procedures and user guides ("User Guides") in connection with certain Services. You agree to: (a) comply with the User Guides and training procedures that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Security Code, the User Guide, and any other proprietary property or information we provide to you in connection with the Services; (c) closely and regularly monitor the activities of employees who access the Services; and (d) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so.

You agree to change the passwords you assign to your employees on a regular basis, but no less frequently than every 90 days. You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to a Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

Each time you make a transfer or payment with a Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your transactions). Some of our Services allow you or your Administrator to set transaction limitations and establish internal controls. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. You

agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our security procedures.

9. **Wire Transfer Service.** If you are approved for this Service, you can provide us with electronic instructions to transfer funds to third parties. You will receive a message that confirms our receipt of your wire instructions. This Service allows you to require two end users with different Security Codes to request a wire transfer before it will be sent to us to process. We encourage you to activate these controls and apply transaction limitations to end users for added security to your accounts.

10. **Automated Clearing House (“ACH”) Service.** If you are approved for our ACH Service, you agree to comply with the Operating Rules of the National Automated Clearing House Association (“NACHA”) (collectively, the “Rules”), as amended from time to time. You will be provided with a website link or a hard copy of the rules during your training for this service. You agree to be bound by the ACH Origination Agreement as it relates to your internal procedures for the use of this service. This Service allows you to require two end users with different Security Codes before they can submit an ACH file to us to be processed. We encourage you to activate these controls and apply transaction limitations to end users for added security to your accounts.

11. **Book Transfer Service.** Transfers between your deposit accounts with us are subject to the terms of your deposit agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day.

12. **Online Bill Payment Service.** This Service allows you to obtain information about your accounts and transactions, communicate with us electronically, and make payments to others.

a. **Bill Payments.** You may make payments to others from one or more of your designated checking accounts with us. If you link more than one checking account to the Services, you must specify which account you wish to use in making payments.

b. **Eligible Payees.** We reserve the right to determine who may be a payee of online payments. You may not use the Service to pay taxes. Unless we advise you otherwise, payments may be made only to payees located in the United States.

c. **Initiating Payments.** To initiate a payment, you must specify the person or business you are paying, the date for processing your payment, the amount to be paid, and (if you have one) your account number with the payee. The first time you request a payment to be made to a payee, you must also specify the payee’s address and the number of the account from which the payment is to be made. We may modify the payee address to accommodate special processing requirements. We will send your payment to the payee either by transferring the funds electronically or by mailing a check to the payee.

d. **Automatic Recurring Payments.** You may use the bill payment function to arrange for the automatic payment of bills that have a fixed frequency and amount. Once your automatic bill payment arrangements are established, we will make the payments without further requests by you. If the payment due date for an automatic payment falls on a weekend or holiday, the payment may be made the following business day.

e. **Charging Your Account.** When you transmit a payment request, you authorize us to charge your designated account on the date we process the payment (e.g., the day we initiate payment by an ACH entry or pay a check). We may treat online checks with the same effect as if you had signed them. You may not stop the payment of an online check once the transaction has been posted to your account.

f. **Scheduling Bill Payments.** Our online system will ask you to specify a "Pay-By Date" for each payment. Since we cannot initiate a payment by check or ACH transfer earlier than the business day following our receipt of your instruction, you may select any business day other than the current date as the Pay By Date. You should enter and transmit your payment instructions to us five-to-ten business days before your payment is due (without regard to any grace period). The first time you initiate a bill payment for a specific payee, you must provide us with the necessary payment information and instruction 10 business days in advance of the date you want us to initiate payment. Although we may be able to pay certain payees electronically within three business days of the Pay-By Date, it may take longer for payments sent by mail, depending on the location of the payee and the speed of the mail. It is your responsibility to request that payments be made in such a manner that they will be received in time. You are solely responsible for any damages, such as late charges, that may be imposed as a result of your failure to identify the correct Pay-By Date and transmit your payment instructions to us in a timely manner. To ensure that critical or time-sensitive payments are received on time, you should consider establishing Pay-By Dates (especially for payees that will receive payments by mail) well in advance of the payment due date.

g. **Canceling Bill Payments.** If you make a mistake or decide to cancel a payment order you have entered in our system, you can cancel it on the same day prior to processing through the system.

13. **Stop Payment Service.** You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone or in writing.

14. **Amending/Canceling a Transaction.** Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not

effected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to effect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

15. **Our Rejection of Transactions.** We may refuse any transfer or payment instruction without cause or prior notice.

16. **Notice of Returned Payments or Transfers.** We may notify you electronically, in writing, by telephone, or otherwise if any funds transfer is rejected or returned (e.g., by the ACH) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

17. **Unauthorized Transactions.** We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the security procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

18. **Transaction Limits and Safeguards.** You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions or wire transfers). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

19. **Electronic Mail/Internet.** If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we recommend that you not send account data or other sensitive information to us by e-mail. If you wish to communicate securely with us, please contact your banker or another bank representative who can initiate a Secure Email using the bank's Security web portal. You may include account information or sensitive information within this application.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will protect your computer systems that access our Services with virus protection services and firewalls of your choice and at your expense; (e) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (f) we may monitor your e-mail and Internet communications with our employees; and (g) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our web site.

20. **Cutoff Hours.** A number of our Services are subject to processing cutoff hours (please refer to specific services for specific cutoff times) Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Our business days are Monday through Friday, excluding holidays. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

21. **Limitation of Liability.** Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit or other Service agreements with us.

Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within six months from the date that the event

giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

22. Indemnification. You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

23. Statements and Notices. Information on transfers to or from your accounts will be reflected on your periodic statements and may be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries or bill payments.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 2 days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within 2 days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

Unless otherwise agreed, notices required by this Agreement must be in writing. Notices to you may be mailed or sent to you electronically at the statement, email, or mailing address shown for you in our deposit or Service records. Notices to us must be mailed or delivered to us at:

AB&T
P. O. Box 71269
Albany, Georgia 31708.

24. **Termination.** You or we may terminate this Agreement as to some or all of the Services, with or without cause, by providing a written notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

26. **Miscellaneous Terms.**

a. **Agents.** You will not allow others to provide instructions to us (e.g., wires transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

b. **Georgia Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Georgia without reference to Georgia's conflict of law provisions.

c. **Compliance with Laws.** You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control or for which you are not authorized.

d. **Entire Agreement.** This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. Together, they constitute the entire agreement between you and us with respect to the Services.

e. **Overdrafts.** When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

AB&T

Digital Banking Agreement and Disclosure

Introduction

By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement") and all terms and conditions of AB&T's Deposit Account Agreement, Online Banking Agreement, Online Statement Agreement, and Bill Pay and Presentment Agreement. We may offer additional digital banking services and features in the future. Any such added digital banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new digital banking service or feature is added and/or at the time of enrollment for the features or service, if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

Definitions

There are specific terms used in this agreement, these terms are defined as follows:

- Account(s) – Any type of account of "yours" held at AB&T that is eligible to be access through digital banking
- Check Image – An electronic image of an original paper check.
- Device – A supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for additional details.**
- Digital banking – The banking services accessible from the Device you have registered with us for access to AB&T's mobile app and through our desktop interface.
- Desktop -- Personal computer or laptop.
- MICR Data – Information from the Magnetic Ink Character Recognition printing on the bottom of the checks which includes routing, transit, and account and check numbers.
- Online Banking – The banking services accessible from a computer using a secure login, with a password and additional authentication.
- Smart Phone – any device that allows access to AB&T Digital Banking App and allows access to the Internet.
- Remotely Created Check – Remotely created checks as defined in Regulation CC, and include checks that, among other things do not bear the signature of the person on whose account the check is drawn.
- Substitute Check – A paper document that is created from an image and meets the definition of a "substitute check" under Regulation CC.
- Regulation CC – Regulation CC as adopted by the Federal Reserve Board, set forth at 12 C.F.R. Part 229
- You and Yours – Each and all authorized signers on an account who applies and uses the ABT-Go.
- Our, We, Us, and Bank – AB&T ("AB&T")
- Business Day – Monday through Friday, excluding legal federal holidays

AB&T Digital Banking

Description of Service – digital banking is offered as a convenience and supplemental service for clients to access account information and complete certain functions through our desktop interface and our mobile app. Digital banking allows you to access your AB&T account information, make payments to others or yourself, make deposits by check, transfer funds and conduct other banking transactions. To utilize all of AB&T Digital Banking features, you should download our mobile app, entered our desktop interface, opt in for Online Statements and register for Bill Payment services. If you have not taken these steps some features of AB&T Digital Banking will not be available. Digital banking may not be accessible or may have limited service over some network carriers. In addition, the Service may not be supported on all devices. AB&T cannot guarantee and is not responsible for the availability of data

services provided by your mobile carrier, this includes issues related to data outages or “out of range” issues.

Use of AB&T Digital Banking - You agree to review instructional information provided to you in person, available through our website at www.abtgold.com, or provided to you within our AB&T Digital Banking app. Furthermore, you agree to accept responsibility for learning how to use the AB&T Digital Banking app and agree to contact us directly if you have any problems with the Service. In addition, you are responsible for knowing how to properly use any Device used to access this Service. AB&T will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

Other Agreements – You agree that when you use AB&T Digital Banking, you remain subject to the terms and conditions set forth in your existing agreements with AB&T and with any unaffiliated services providers, including, but not limited to, your mobile service provider. This agreement does not amend or supersede any of these agreements. You understand that these agreements may provide for fees, limitations and restrictions which might impact your use of AB&T Digital Banking. You should review or request copies of these agreements to ensure you understand any fees, limitations, and/or restrictions. You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that any fees, limitations, and restrictions imposed by unaffiliated third parties (such as your mobile service provider) are your responsibility and do not involve us. You agree to resolve any issues or problems with these providers directly without involving the bank. We also reserve the right to limit the types and numbers of accounts eligible for AB&T Digital Banking and may refuse to process a transaction you request through the Service. The Bank may modify its digital banking services at any time.

Equipment and Software – AB&T does not guarantee that your Device or mobile phone service provider will be compatible with AB&T Digital Banking. Mobile phones and other mobile Devices with internet capabilities can be susceptible to viruses. You are responsible to ensure that your Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as (“viruses”)) which could result in damage to programs, files, and/or your phone or could result in information being intercepted by a third party. AB&T will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. AB&T will not be responsible if any non-public personal information is accessed via AB&T Digital Banking due to any above named viruses residing or being contracted by your Device at any time or from any source. Currently the mobile app is available on Apple iOs and Andriod devices and the desktop interface is compatible with newer versions of Internet Explorer, Microsoft Edge, Safari, Google Chrome and Firefox. AB&T is not responsible for errors related to unsupported browsers or the potential loss of functionality with older browsers.

Digital banking Transfers

You may use the Service to transfer funds between your eligible AB&T accounts (“Internal Transfer”). If you submit your transfer request prior to 6:00 PM EST, the transfer will be credited as of that business day. Transfer requests received after 6:00PM EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank is closed, will be processed on the next business day. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit or another deposit account with AB&T, you agree to cover any overdraft amount plus any applicable fees. Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using digital banking is counted as one of the six limited transactions

permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transaction limits of your Account using AB&T Digital Banking or any other methods outlined in your Deposit Account Agreement and Disclosures. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

Mobile Deposit

This agreement governs your use of AB&T's Mobile Deposit Service (the "Service"). The Service allows you to make deposits to your account(s) remotely by sending images of a check to us for deposit through an eligible mobile device, such as a smart phone or tablet. By enrolling in this service or using the service, you agree to the terms of this agreement. Your account(s) are also subject to the terms and conditions governing your accounts relating to the service, including but not limited to your Deposit Account Agreement.

The Service - In order to participate in the Service, you must at all times maintain an Account with us. The Service permits you to take an image of a check with your smart phone and deliver that image to us for deposit, in accordance with our requirements. You retain the original paper check after you make the deposit. If we accept a Check Image for collection, we will attempt to collect the item by presenting the Check Image or converting the Check Image to a Substitute Check, or in any other manner. The manner in which the Check Image or Substitute Check is presented for payment, cleared and collected will be determined by us, in our discretion. You agree that all Check Images you deposit through the Service will be considered "items" and "instruments" under the Uniform Commercial Code, as if they were the original paper items. We may terminate the Service or change, modify, add or remove requirements or functionality in connection with the Service at any time, without notice to you. You understand that in the event the item you submitted for deposit is returned unpaid, you will receive only a copy of the Check Image, the Substitute Check, or other information available to us, depending on the manner of presentment.

Your Eligibility for the Service - We will determine from time to time in our discretion if you are eligible for the Service. We may impose limits from time to time on the amount or number of deposits you make through the Service and in our sole discretion; we may refuse to permit you to make deposits to a particular Account through the Service. Most customers will have a maximum amount of \$1,500.00 they may deposit in a single day and a maximum monthly amount of \$6,000.00 deposited per calendar month. We may suspend or terminate your use of the Service at any time and without prior notice to you. You must at all times maintain an Account with us. You may not use the Service at a location outside the United States. We reserve the right to review your use of the Service and your security practices, and may require you to implement reasonable and necessary controls in order to continue to use the Service.

Items Eligible for the Service - We may decline to accept any Check Image you submit through the Service, in our sole discretion. Only a check, (as defined in Regulation CC) payable on demand and drawn on or payable at an office of a United States bank is eligible for deposit as a Check Image through the Service. You must physically endorse each paper check and ensure that all endorsements are obtained prior to creating a Check Image for transmission to us. Checks should be endorsed including a reference to Mobile RDC Deposit. Examples of items that are not eligible for deposit through the Service include: checks drawn on banks located outside the U.S., travelers' checks, checks payable in a currency other than U.S. currency, savings bonds, and promissory notes. Money Orders may not be eligible for deposit and are subject to increased review and may be rejected for deposit without prior notice. If you try to submit a Money Order they must be legible and all information must be completed, however we cannot

guarantee they will be accepted. If a Money Order is rejected you will be notified of the rejection by regular mail, email, an alert thru our AB&T Digital Banking digital banking service, Online Banking message or any other format you have authorized. In addition, you may not deposit any of the following through the Service: **checks payable to a person other than you (even if the check is endorsed over to you)**, fraudulent checks, or checks you should have known are fraudulent, stale checks (more than 6 months old), checks that have been previously deposited with us or at another financial institution, Substitute Checks, Remotely Created Checks, checks containing alterations of any kind, or any other type of item that we determine from time to time to refuse to accept through the Service. If you scan and attempt to deposit one of the items that are not eligible for deposit, we may, at our option, reject the deposit and notify you that it is rejected. In such a case, we are not required to return the image of the item that you attempted to deposit.

Technical Requirements/Accuracy of Images - In order to use the Service, the mobile phone you use must meet the technical requirements we specify from time to time. We have no responsibility for any technical difficulties you may have with accessing the Service, including difficulties with your phone or your mobile carrier. You are solely responsible for accurately capturing a clear and complete image of each paper check, including MICR Data. If your Smart phone produces Check Images that we determine are not of acceptable quality, we may, at our option, reject your deposit (although we have no obligation to inspect the Check Images you submit for deposit). You are required to inspect all Check Images to ensure the legibility of the Check Image, including without limitation the dollar amount of the check, the signatures of the persons signing and endorsing the check and the MICR Data. You are responsible for any errors as a result of your failure to follow our guidelines or requirements when submitting a Check Image for deposit. We have no liability to you for any failure to process a deposit of a Check Image for which you have not provided us (i) full and correct information from the original paper check, (ii) an accurate and legible image of the original paper check, or (iii) a Check Image in compliance with our formatting standards and other guidelines we have made available to you.

Our Receipt of Check Images - Any transmission of a Check Image for deposit made after the cut-off time, which is currently 5PM EST on each business day, will be deemed to be received by us at the opening of the next Business Day. We may change the cut-off time at any time, if we choose to have an earlier cutoff time; we will notify you of the change. A Check Image transmitted for deposit using the Service is received when the entire transmission in which the Check Image is contained is received and approved by us. We are not responsible for Check Images that we do not receive for any reason, including a transmission error. A Check Image is deemed to be received by us only when we send you confirmation that we have received the Check Image. Even after we confirm receipt, the Check Image may be rejected by us for any reason, in our sole discretion. You understand that we have no obligation to verify the accuracy or quality of any Check Image prior to processing the deposit. We may, in our discretion, reject a Check Image at any time before we submit it for collection. We have no obligation to reject, repair, alter, amend, or re-format in any manner a Check Image that you transmit to us for deposit.

Your Representations and Warranties - Each time you submit a Check Image to us for deposit to an Account through the Service, you are deemed to have made the same representations or warranties to us that would have applied if you had deposited the original paper check, and all representations or warranties that we must make under applicable law, clearinghouse rule, regulation, operating circular, agreement or otherwise to any person when we transfer, present or originate a transaction from the Check Image or a Substitute Check created from the Check Image. In addition, you make the following specific representations and warranties: The Check Image is a complete and accurate representation of the front and back of a check which is eligible for deposit under this Agreement, including the MICR

Data. The original check used to create the Check Image has not been previously deposited with us or at any other financial institution, duplicated or used to create another image or electronic fund transfer. The Check Image satisfies our image quality standards, as we may establish them from time to time. All information you have provided to us is accurate and complete. No subsequent transferees of the Check Image, or any Substitute Check created from the Check Image shall sustain a loss as the result of the fact that the Check Image or Substitute Check was presented for payment or returned instead of the original paper check. You are a person entitled to enforce the check, all signatures on the check are authentic and authorized, the check has not been altered or forged, the check is not subject to a defense or claim in recoupment of any party that can be asserted against you and you have no knowledge of any insolvency proceeding against the drawer. You are acting in compliance with this Agreement, your deposit account agreement and all applicable laws and regulations.

Indemnification - With respect to your use of the Service and each Check Image that you transmit to us, in addition to any other indemnification obligations that you may have pursuant to other agreements with us, you shall indemnify and hold us harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including without limitation, reasonable attorneys' fees and court costs) (collectively, "Claims") arising directly or indirectly from or relating to your use of the Service or your breach of the representations, warranties or covenants set forth in this Agreement, including without limitation any such Claims relating to (a) any duplicate, fraudulent, altered or unauthorized check, Check Image or Substitute Check, (b) our acceptance of or creation of a Check Image or Substitute Check rather than requiring presentment of the original physical check, (c) your attempt to duplicate the presentation to us or any other depository institution of a Check Image through the presentation of the original physical check or any Check Image or Substitute Check derived from the original physical check, or (d) our inability to qualify as a holder in due course of any physical check or the Check Image of a physical check under the Uniform Commercial Code.

Retention of Original Check - When the Check Image you have submitted to us for electronic deposit has been credited to your account, you must mark the original check with the word "VOID MOBILE DEPOSIT MM/DD/YY" in ink which cannot be erased, and you must retain the physical check securely for period of sixty (60) days. You must store the check securely, using precautions at least as secure as you would use to protect blank checks. You must make the original paper check available to us at our request at any time. If you fail to produce the original check upon our request during the sixty (60) day period, you authorize us to deduct the amount in question from your account, regardless of whether such deduction may cause your account to become overdrawn, and to pay any associated fees. At the expiration of the sixty (60) day period, you **must** destroy the original paper check.

Funds Availability - The funds availability schedule that we provided to you when you opened your Account or that we otherwise have made available to you will generally apply to Check Images that you deposit through the Service as if you had deposited the original physical check. However, we may, in our sole discretion, delay availability of funds from any deposit you make through the Service. If we delay availability of funds from your deposit, we will notify you either by email at the email address provided through your Online Banking enrollment or by regular mail to the mailing address of record. You may update your email or mailing address at any time through Online Banking, by clicking Options.

Security Procedures - You are solely responsible for the security of your access to the Service. You should not provide access to the Service to anyone other than an owner of the Account. You must comply with the security procedures or practices we require from time to time. You are also solely responsible for safeguarding the security and confidentiality of any information obtained through your

use of the Service, for physical checks which you have imaged and for preventing errors or unauthorized access to the Service and/or your Accounts.

Availability of the Service - We will use reasonable efforts to make the Service available; however, the Service may be unavailable from time to time for maintenance or other reasons. If the Service is unavailable or any reason, you must make your deposits in another manner. We make no representations or warranties about the availability of the Service. In addition, we will not be liable for any inaccurate or incomplete transmissions deposits you have attempted to make through the Service which were not completely processed or posted.

Your Responsibilities

You represent and agree to the following by enrolling for AB&T Digital Banking or by using the Service:

Accounts Ownership/Accurate Information - You represent that you are the legal owner of the accounts and other financial information which may be accessed via AB&T Digital Banking. You represent and agree that all information you provide to us in connection with AB&T Digital Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using AB&T Digital Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access AB&T Digital Banking.

User Security - You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using AB&T Digital Banking. You agree not to leave your Device unattended while logged into AB&T Digital Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password, PIN or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access AB&T Digital Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of AB&T Digital Banking is available for use in locations outside of the United States. Accessing AB&T Digital Banking from locations outside of the United States is at your own risk.

User Content - You agree not to use AB&T Digital Banking or the content or information delivered through AB&T Digital Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of AB&T Digital Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to AB&T Digital Banking; (i) interfere with or disrupt the use of AB&T Digital Banking by any other user; or (j) use AB&T Digital Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale - You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of AB&T Digital Banking or resell, lease, rent or distribute access to AB&T Digital Banking.

Indemnification - Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless AB&T its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of AB&T Digital Banking (AB&T's digital banking service).

Other Terms

No Warranty YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Limitation of Liability WE WILL NOT BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR REVENUES RESULTING FROM YOUR USE OR INABILITY TO USE THE SERVICE, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. Much of our relationship with you is regulated by state and federal law, including the Uniform Commercial Code, and regulations of the Federal Reserve System, other regulatory agencies and clearinghouse associations. These laws and regulations, as well as the terms of the Agreement, may change from time to time without notice to you unless required by law. Your continued use of the Service following receipt of the Agreement or notice of a change is considered acceptance of the Agreement or change. Notice of a change may be made by mail or electronically.

AB&T Online Bill Pay and Presentment Disclosure

General Information

If you choose to receive this service, you may use AB&T's Bill Pay Service to initiate payments electronically from any eligible checking account. You may also request that electronic bills from your creditors be sent to you through AB&T's Bill Pay Service. However, please note that your election to receive electronic bills does not alter your liability to your creditor(s) or the obligations that currently exist between you and your creditor(s). In addition, the first time you attempt to access the Bill Pay Service you will be prompted to begin an online registration. You are first requested to read and accept this agreement. If you choose not to accept this agreement, your registration will be cancelled and you will not be able to proceed any further within the Bill Pay Service system.

Definitions

- Our, We, Us, and Bank – AB&T and/or its Bill Pay service provider
- Bill Pay – the Bill Pay service offered by the bank and provided either directly by the Bank or indirectly through the bank's service provider
- Biller/Payee - the person or entity to which you wish a Bill Pay to be directed or from which you receive electronic bills, as the case may be. The Biller/Payee may also be considered your creditor or payee. **Note:** You may only make payments to a "Biller/Payee" with a United States address that accepts US funds.
- Payment Instruction – the information you provide to the bank regarding a Bill Pay to be made on your behalf to a Biller/Payee.
- Payment Account – the checking account from which a Bill Pay will be debited
- Business Day – Monday through Friday, excluding legal federal holidays.

- Scheduled Pay-By date – the day you want your Biller/Payee to receive your Bill Pay.
- Due Date – the date reflected on your statement for which the payment is due. **Note:** This is not the late date and does not include any grace period.
- Scheduled Payment – a payment that has been scheduled through the bank but has not begun processing.

e-Sign Disclosures and Consent

You agree that we may provide you with all disclosures, notices and other communications, about your online banking relationship with AB&T. This includes this agreement and any future amendments, in electronic form for as long as you subscribe to AB&T's Online Banking service and these electronic disclosures and notices will be binding upon you. You may access, download, and print any electronic notices from your computer if you have the hardware and software described below. At your request, we agree to provide you with paper copies of any of these disclosures/notices. You may request paper copies of any disclosure/notice by contacting us below:

AB&T
P O Box 71269
Albany, GA 31708
229-446-6158 or
229-446-2265
abtbanker@abtgold.com

There are no fees related to your request for a paper copy of this agreement, your Online Statement agreement, or Electronic Funds Disclosure. However additional fees may apply for other types of research and transaction types of activity notices or copies of paper statements from prior months. Please refer to your New Account disclosures and Schedule of Fees and Charges provided to you at account opening for details of any related fees. We are available by phone and email Monday – Friday from 8:30am until 5PM and on Saturday from 9am until noon. You also have the right to withdrawal your consent to receive disclosures/notices electronically for all future communications as it relates to your online banking relationship (with the exception of online statements, please refer to Online Statement agreement for additional information). In order to withdrawal your consent; please contact us in writing at the above mentioned postal address.

Payment Methods

The Bank reserves the right to select the method by which Bill Pay payments will be made on your behalf to your Biller/Payee. These payment methods may include, but are not limited to: 1.) transferring the funds electronically to the Biller/Payee; 2.) preparing a check and mailing the check to the Biller/Payee; or 3.) any other means chosen by the Bank in its sole discretion. In some cases the bank may allow an expedited payment to be made on your behalf to your Biller/Payee. The Biller/Payee controls what options for expedited payments they will accept. Once you have opted in to utilize the expedited payment service, you will see which options your particular Biller/Payee will accept if any. Your account will be charged \$5.00 per electronic payment and \$25.00 per overnight check. You agree to pay such fees and charges, and authorize the bank to charge your designated payment account accordingly.

Prohibited Payments

You agree not to schedule any tax payments or court-ordered payments. In no event shall the Bank be liable for any claims or damages resulting from you scheduling these types of payments. Any Bill Pay guarantee offered by the Bank is voided when these types of payments are scheduled and/or processed

by the Bill Pay Service. The Bank has no obligation to research or resolve any claim relating to or resulting from the misapplication, misposting, or misdirection of these types of payments. You agree not to schedule any payments to Biller/Payees outside of the United States; these types of payments are prohibited. Therefore, the Bank may refuse to honor payment requests that are prohibited under this Agreement, or as otherwise permitted by law. The Bank may also refuse to honor payment requests that reasonably appear to be fraudulent, unauthorized, erroneous, or illegal. The Bank shall have no liability for its refusal to honor these payment requests. In addition, the Bank is not responsible for the refusal by any creditor to accept a payment from the Bank's Bill Pay Service on your behalf.

Payment Scheduling

You are required to add payees (person or entity you receive a bill from – also known as a Biller/Payee) prior to scheduling any payments. In some instances you may choose the type of payment method used for each payee you set up, however we reserve the right to allow the system to determine what type of payment method will be used for each of the payee's you setup. Based upon the payment method identified for each payee, the system will notify you of the earliest Pay-By date available at the time you schedule a payment, whether single pay or recurring on a regular basis. For example, you could add two payees one to Visa and one to your lawn care service. More than likely the payment to Visa will be electronic and the one to your lawn care service will be by check. A payment method of a check will take longer to process than an electronic payment; therefore you could schedule your payment to Visa sooner than you could to your lawn care company. When scheduling a payment, you must select a Scheduled Pay-By Date that is no later than the actual Due Date reflected on your Biller/Payee statement. If the actual Due Date falls on a non-business day, you must select a Scheduled Pay-By date that is at least one (1) business day before the actual Due Date. If payment date falls on a holiday the process date occurs "before" the holiday. Scheduled Pay-By dates must be prior to any late date or grace period. You are responsible for any late payment charge, finance charge, penalty or default or other consequence that may result from your selecting a Scheduled Pay-By date later than the actual Due Date on your Biller/Payee statement. You can set up your payments during the weekend; however the system will not allow you to create a Scheduled Pay-By date for a single payment or the first payment of a recurring payment schedule on the same weekend. This is because Scheduled Payment Dates that fall on a weekend day are always processed on the Friday before the weekend. If a Scheduled Pay-By date falls on a holiday the payment will be processed on the previous business day. Please note that while the bank will use its best efforts to make all your scheduled payments properly. However, the bank shall incur no liability if it's unable to complete any payments initiated by you through this service if the Bill Pay processing center is not working properly and we have notified you either by email or posting a notice on our website before you execute the transaction or if circumstances beyond our control (such as, but not limited to fire, flood, or interference from an outside force) that prevents the proper execution of the transaction and the bank has taken reasonable precautions to avoid these circumstances.

Payment Authorization and Insufficient Funds

By providing the Bank with the names and account information of the Biller/Payees to whom you wish to direct payment, you authorize the Bank to follow the Payment Instructions that it receives through the payment system. By sending any Payment Instructions, you authorize us to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Pay-By date that you created. If there are insufficient funds in the Payment Account to make a payment you have authorized, the Bank may refuse to honor the payment request or may choose to make the payment and overdraw your Payment Account. In either event, you are responsible for any funds advanced on your behalf to cover your payment request, as well as any non-sufficient funds or overdraft charges authorized in your Deposit Account Agreement.

Please note – that payments may be returned for a variety of reasons, including but not limited to changes in a Biller/ Payee’s address, an account number is invalid, a Biller/Payee is unable to locate your account or shows that it has been paid in full. You authorize the Bank to credit your Payment Account for any payments returned by the US Postal Service or by the Biller/Payee for any reason. The Bank does not have any liability for returned payments that were sent according to your Payment Instructions. Therefore, it is imperative that you update and verify information within the Bank’s Bill Pay Service on a regular basis.

Payment Cancellations and Stop Payment Requests

You may cancel or edit any Scheduled Payment by following the directions located within the Bill Pay Service. However, once the status of a payment is in “process”, you will be unable to cancel or edit the Scheduled Payment. A Stop Payment request will only be accepted for Scheduled Payments that have a payment method of a “check.” The request must be submitted to the Bank in writing two(2) business days prior to the Scheduled Pay-By date and the Stop Payment fee disclosed to you in your Deposit Account Agreement will apply for each payment a Stop Payment request is submitted. If your Stop Payment request is submitted to the Bank after the required timeframe stated above, the Bank will have no liability for failing to stop this payment.

Bill Presentment

In addition to the Bill Pay portion of the Bill Pay Service you may choose to activate the electronic bill function (Bill Presentment) of the Bank’s Bill Pay Service. When you activate the electronic bill function, we will notify your Biller/Payee of your request to receive electronic bills. The period of time between your request for electronic bills and your receipt of your first electronic bill varies and may take up to sixty (60) days, depending on your Biller/Payee’s next statement cycle. Each Biller/Payee reserves the right to accept or deny your request to receive electronic bills. By activating this function you authorize us to obtain a bill/statement from your Biller/Payee on your behalf. For some Biller/Payees, we may ask you to provide us with your user name and password for that Biller/Payee. By providing us with such information, you authorize us to use the information to obtain bill data. You also acknowledge that you are required to maintain all usernames and passwords for each Biller/Payee on their website in which you have electronic access for and request the bank to receive an electronic bill. You also agree not to use someone else’s information to gain unauthorized access to another person’s bill. You authorize the Bank to provide the Biller/Payee your email address, service address, or any other personal data about you specifically requested by the Biller/Payee.

Delivery of Electronic Bills

In addition to presenting your bills within the Bill Pay Service, we may send an email notification to the email address listed for your account. It is solely your responsibility to assure that your email address is current and accurate. In the event you do not receive notification about an electronic bill, it is your responsibility periodically to sign on to the Bank’s Bill Pay Service to check on the delivery of your electronic bills. If you fail to receive an electronic bill from any Biller/Payee, it is your responsibility to contact the Biller/Payee directly to obtain a statement of your account. You are responsible for assuring timely payment of all your bills, and the Bank shall have no liability for your failure to receive a bill from a Biller/Payee or your failure to make a payment to a Biller/Payee because you did not receive an electronic bill. It is your responsibility to know the amounts you owe to each of your creditors and to pay all amounts when due.

Cancellation of Electronic Bills

Each electronic Biller/Payee has reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment for some or all Biller/Payees at any time. If you choose to cancel this service, you will need to make arrangements with the Biller/Payee to delivery your bill and/or statement in another format offered by the Biller/Payee. The period of time between your cancellation of electronic bills and your receipt of bills in another format varies and may take up to sixty (60) days, depending on your Biller/Payee's next statement cycle. Once you have cancelled electronic bills from a Biller/Payee, we have no responsibility to present any electronic bill from that Biller/Payee, including bills already in process at the time of cancellation.

Accuracy and Dispute of Electronic Bill

We are not responsible for the accuracy of any electronic bill. We are responsible for presenting the information we receive from the Biller/Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller/Payee directly.

Termination or Discontinuation of Service

In the event you wish to discontinue this service, you must contact the bank within 10 days prior to your cancellation becoming effective. You may cancel service by phone, email, or mail at the following address:

AB&T
P O Box 71269
Albany, GA 31708
abtbanker@abtgold.com
229-446-2265

In addition, if you have not used the service to make any payments or add any payees for at least six (6) months, the bank may choose to cancel your Bill Pay service at any time thereafter.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law provisions.

I hereby accept all terms & conditions outlined above by using said services thru AB&T.

By: *"Owner of Company"*