



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

1. ONLINE LOAN PAYMENTS SERVICE. At your request ("you," "your," or "Customer"), Georgia Banking Company ("we," "us," "our," or "Bank") agrees to provide you with an online loan payments service (the "Service") pursuant to the terms and conditions set forth herein (the "Service Terms"). By accessing the Service Website (as defined herein) and/or by using the Service, including by permitting an Authorized User (as defined herein) to access the Service Website and/or use the Service on your behalf, you hereby agree to all terms and conditions applicable to the Service set forth in these Service Terms, including the applicable terms and conditions of the Service Website and your Loan Agreement (as defined herein), which are incorporated herein by reference.

2. DEFINITIONS. The following terms are defined for purposes of these Service Terms. Capitalized terms not otherwise defined herein have the meanings given to them in the Loan Agreement, Applicable Law, and/or the Rules (each as defined herein), as applicable.

(a) "Applicable Law" means all federal, state, and local laws, rules, regulations, requirements, regulatory guidelines and guidance, and official commentaries, including, but not limited to: (i) all applicable rules, regulations, requirements, guidelines, and commentaries issued by any Governmental Authority; (ii) the federal Bank Secrecy Act and related Anti-Money Laundering laws and regulations; (iii) applicable sections of the USA PATRIOT Act, implementing regulations related to Know-Your-Customer and Customer Identification Programs; (iv) Articles 3, 4 and 4A of the Uniform Commercial Code as currently in effect and as thereafter amended in the Code of the State of Georgia; (v) the Rules.

(b) "Authorized Signer" is any individual that has actual authority to transact on a Funding Account.

(c) "Authorized User" is any individual, agent, representative, or other third party person that you have authorized to use the Service, to access the Service Website, and/or to access to your Funding Account.

(d) "Biller" refers to Georgia Banking Company, i.e., the entity to which you will make a Loan Payment pursuant to these Service Terms and via access to the Service Website.

(e) "Biller Account" refers to the account you have with Bank related to the Loan.

(f) "Billing Statement" is the statement (or coupon book) sent by Bank to you indicating, among other things, your payment amount, and the Due Date for each Loan Payment.

(g) "Business Day" means every Monday through Friday, excluding federal holidays.

(h) "Due Date" is the date reflected on your Billing Statement when your Loan Payment is due. **YOUR**

DUE DATE DOES NOT ACCOUNT FOR ANY LATE PAYMENT(S) NOR IS IT INCLUSIVE OF ANY GRACE PERIOD.

(i) "Funding Account" is the checking account, savings account, or the debit card linked to such an account, held at an insured depository institution from which Loan Payments will be debited and to which credits to your Biller Account will be credited.

(j) "Governmental Authority" means all federal, state, and local governmental authorities and agencies, including, without limitation, all federal and state banking, consumer protection and financial services regulatory agencies, which include, but are not limited to, the Georgia Department of Banking & Finance and the Federal Deposit Insurance Corporation ("FDIC").

(k) "Loan" refers to the loan provided to you by Bank.

(l) "Loan Agreement" means the agreement entered into by you and Bank that governs the terms of your Loan.

(m) "Loan Payment" is a payment transaction initiated by you through the Service.

(n) "Payment Date" is the Business Day you elect for the Biller to receive the Loan Payment and the day your Funding Account will be debited; *provided that* if the day you elect falls on a non-Business Day, or after the daily cutoff time for the Service, the actual Payment Date and the actual date your Funding Account will be debited will be the immediately following Business Day.

(o) "Payment File" is the Funding Account information you chose to store on the Service Website for use in making future Loan Payments.

(p) "Payment Instruction" is the information provided by you (including, but not limited to, Biller, Biller Account number, Funding Account, and Payment Date) for a Loan Payment made via the Service.

(q) "Recurring Automatic Payment" is a Loan Payment made each calendar month on the date, in the amount, and from the Funding Account designated by you.

(r) "Rules" means the National Automated Clearing House Association Operating Rules and Guidelines, as amended.

(s) "Scheduled Payment" is a Loan Payment that has been scheduled for a future date, but which has yet been processed.

3. TYPES OF PAYMENTS THROUGH THE SERVICE. The Service is provided for the purpose of facilitating payments on your Loan through the Service Website by permitting you to authorize a Loan Payment from your Funding Account to your Biller Account.



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

Payments may be made through your debit card or via ACH transactions from your Funding Account. The Service shall not be used for any other purpose.

4. ELIGIBILITY; REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

(a) The Service Website and the Service are offered only to individuals and businesses able to form legally binding contracts pursuant to Applicable Law. The Authorized User of a business entity who holds a Biller Account may access the Service Website and use the Service to initiate a Loan Payment for the Biller Account of that business entity. Neither individuals nor business customers may engage commercial payment aggregators to use the Service Website or Service and in no event will a commercial payment aggregator be deemed an Authorized User.

(b) Regardless of whether you are an individual or business entity customer, you hereby represent and warrant that: (i) your use of the Service and the Service Website will comply with Applicable Law; (ii) you are an Authorized Signer on any Funding Account associated with the Service; (iii) you will provide any information reasonably requested by Bank in connection with the Service and such information will be accurate and complete; (iv) these Service Terms represent your legal, valid and binding obligation with respect to the Service; and (v) you have read and agreed to Bank's Privacy Policy. You reaffirm these representations and warranties each time you access the Service Website and use the Service. In addition, you agree to immediately notify Bank if any representation or warranty made by you is no longer true.

5. SERVICE WEBSITE AND SECURITY PROCEDURES.

(a) You may access the Service through the use of a designated service platform (the "Service Website"), which is a Bank-branded web portal that may be accessed by Customers on an individual, single transaction basis ("One-Time Payments") or by enrolled Customers to make recurring automatic payments ("Recurring Automatic Payments", as described below in Section 8).

(b) Bank may use a third-party service provider to establish, design, maintain, and provide access, connectivity and related services through multiple interfaces of the Service Website for the purposes of providing One-Time Payments access and Recurring Automatic Payments access. Such interfaces together with the online Loan Payment and billing environment constitute the Service Website environment, which shall be controlled by Bank and remain subject to the terms and conditions of these Service Terms, Applicable Law, and the Rules. Bank, and its third-party service provider will design and configure the Service Website according to Bank's commercially reasonable specifications and billing needs. All content on the Service Website is subject entirely to Bank's discretion,

and Bank may edit and revise the webpage, access/login screen, scripts, procedures, appearance, or content of the Service Website from time to time.

(c) Regardless of whether you elect to access the Service Website to make One-Time Payments or enroll in Recurring Automatic Payments, your access to the Service Website is subject to Bank's security procedures, which may include the use of out of band identification codes, multi-factor authentication, unique customer and Authorized User login identifications, confidential passwords, call back verifications, and dual control procedures (collectively, the "Security Procedures"). Each time you make a Loan Payment with the Service, you warrant that our Security Procedures are commercially reasonable. If we accept a Loan Payment in good faith issued in your name or a business's name in which you are an Authorized Signer using your credentials and in accordance with our Security Procedures, you agree to be bound by the Loan Payment order received through the Service, even if it was not authorized by you. We may, in our discretion, use additional procedures to verify the authenticity of Payment Instructions. We are not responsible for our refusal to act upon any instruction received by us that does not comply with these Service Terms or the applicable Payment Authorization, including where our reasonable efforts to verify instructions in accordance with our Security Procedures have failed or where action is delayed until such verification can be obtained. **IN THE EVENT YOU DECLINE TO USE OR FAIL TO USE BANK'S SECURITY PROCEDURES AS INSTRUCTED, BANK DISCLAIMS ALL LIABILITY FOR ANY RESULTING LOSSES WHICH COULD HAVE BEEN PREVENTED BY YOUR USE OF THE SECURITY PROCEDURES.**

(d) We reserve the right to issue new Security Procedures and/or cancel or change any Security Procedure from time to time. For the avoidance of doubt, you will be liable for all Loan Payment transactions with respect to any Funding Accounts that are authenticated in accordance with our Security Procedures, and Bank will not be liable even if the Loan Payment transactions were not, in fact, authorized by you. You understand that the Security Procedures are not designed for the detection of errors in the transmission or content of any Loan Payment or Payment Instruction and that Bank is not obligated to detect errors, even if it takes action from time to time to do so. No procedure for the detection of errors has been agreed upon between you and Bank, and you are solely liable for such errors (including, without limitation, any duplicate Loan Payment or Payment Instruction).

(e) You agree not to give or make available your access to the Service, the Service Website, or the Security Procedures to any unauthorized individuals. You are responsible for all Loan Payments you authorize using the Service and the Service Website that are made using



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

the Security Procedures. If you permit Authorized Users or other persons to use the Service and access the Service Website on your behalf, you are responsible for any transactions they authorize. **IF YOU BELIEVE THERE HAVE BEEN ANY UNAUTHORIZED TRANSFERS RELATED TO YOUR FUNDING ACCOUNT, YOU SHOULD NOTIFY YOUR FINANCIAL INSTITUTION AT ONCE.**

6. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE.

(a) You authorize us to follow the Payment Instructions received from you. When we receive a Payment Instruction from you, you authorize us to debit or charge your Funding Account for the amount of any Loan Payment at the time you initiate the Payment Instruction, and to remit funds on your behalf. You also authorize us to credit your Funding Account, in the event that a Loan Payment is returned to us. In order to process Loan Payments more efficiently and effectively, we may, in our discretion, edit or alter payment data or data formats. By identifying a Funding Account to be utilized in connection with the Service, you represent and warrant that to be an account from which you are authorized to make payments, and any Loan Payment you make using the Service must debit/charge a Funding Account in which you are an Authorized Signer. Bank will use commercially reasonable efforts to complete your Loan Payments; *however*, Bank shall incur no liability if the Service is unable to complete any Loan Payments initiated by you because of the existence of any one or more of the following circumstances:

(i) Your Funding Account does not contain sufficient funds to complete the Loan Payment transaction or the Loan Payment transaction would exceed the credit limit of your overdraft account;

(ii) Our payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction;

(iii) You have not provided us with the correct Funding Account information, Payment Instructions, or other required information;

(iv) Circumstances beyond our control (such as, but not limited to, fire, flood, or other acts of God, third party systems, or interference from an outside force) prevent the proper execution of the Loan Payment transaction; and/ or

(v) You failed to follow our instructions for the use of the Service, including any violation of Applicable Law, the Rules, or the Security Procedures.

(b) PROVIDED NONE OF THE FOREGOING EXCEPTIONS ARE APPLICABLE, IN THE

EVENT AN INCORRECT AMOUNT OF FUNDS IS REMOVED FROM YOUR FUNDING ACCOUNT OR FUNDS FROM YOUR FUNDING ACCOUNT ARE DIRECTED IN A MANNER THAT DOES NOT COMPLY WITH YOUR PAYMENT INSTRUCTIONS AND SUCH EVENTS ARE THE DIRECT RESULT OF BANK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BANK'S SOLE RESPONSIBILITY TO YOU SHALL BE TO RETURN THE IMPROPERLY TRANSFERRED FUNDS TO YOUR FUNDING ACCOUNT OR TO DIRECT ANY PREVIOUSLY MISDIRECTED LOAN PAYMENTS FUNDS TO BANK AS THE BILLER.

(c) You are responsible for ensuring that there are sufficient funds available in your Funding Account to cover any amount you authorize for a Loan Payment. In no event will Bank be obligated to make a Loan Payment if there are insufficient funds in your Funding Account. Any fees associated with your Funding Account, including without limitation any assessed by your financial institution, will continue to apply. You are also responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider in connection with your utilization of the Service. In the event your Loan Payment is not processed for any reason, including your failure to (i) obtain any required authorization from your financial institution holding the Funding Account or (ii) provide us with the correct information in a Payment Instruction, your liability shall remain outstanding and unpaid, and you will be subject to all applicable penalties, late fees and interest charges assessed thereon as set forth in Loan Agreement, all of which obligations remain your sole responsibility.

(d) If your Loan Payment is received by us after the due date (regardless of any cause except for Bank's gross negligence or willful misconduct), then you will remain responsible for any late charges and interest assessed, the same as if you mailed your payment to us and we received it after the due date. You acknowledge and agree that Bank may assess late charges and interest for a past due Loan Payment even where you are unable to access the Service Website due to problems with the Internet, or our servers being temporarily unavailable. Accordingly, Bank recommends that you initiate each Loan Payment to us at two (2) Business Days before the actual due date for your Loan Payment. If you access the Service Website to transmit your Payment Instructions after 6:00 pm Eastern Time on any Business Day, Bank shall deem your Payment Instruction received as of the next Business Day.

(e) You agree that the information you provide to facilitate a Loan Payment, including your Funding Account information, may be subject to Bank's verification process. You further agree that we may obtain financial information regarding your Funding Account from your financial institution to resolve payment posting problems,



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

set transaction limits, for verification purposes, or for other reasons in our sole discretion.

7. PAYMENT FILE. The Payment File allows you to save your Funding Account information to the Service Website for use in making future Scheduled Payments and Recurring Automatic Payments (as described below in Section 8). If you enroll in Recurring Automatic Payment and elect to submit a Payment File, the following terms apply:

(a) Adding a Funding Account: You authorize the addition of a Funding Account to your profile when received by Bank from you. The first Funding Account that you add to your profile shall be designated as your default Funding Account unless you later designate a different Funding Account as your default Funding Account.

(b) Funding Account Number and Expiration Date Changes: It is your sole responsibility, and not Bank's, to ensure that the information provided and maintained in your Payment File is and remains accurate, and you agree to maintain the accuracy of that information (including promptly updating such information in the event of a change). If your Funding Account number changes, you must promptly update your Payment File. By using the Payment File, you consent to and authorize us to acquire new or additional information regarding your accounts from our financial services partners and authorize us to update your Funding Account information accordingly. Bank will provide you prompt notice of any updates it makes to your Funding Account information. All changes made by you or made or required by us will be effective for future Loan Payments paid using the Payment File.

(c) Storage of Banking Information: By electing to use the Payment File, you authorize us to store your Funding Account information on our systems, including the Service Website.

8. RECURRING AUTOMATIC PAYMENTS AND SCHEDULED PAYMENTS. You may elect to enroll in Recurring Automatic Payments or initiate a Scheduled Payment via the Service Website. If you elect enrollment in Recurring Automatic Payments, or if you choose to initiate a Scheduled Payment, an email confirmation will be sent to you confirming that your enrollment or Scheduled Payment instruction has been received and whether it has been accepted. In connection with any Recurring Automatic Payment or Scheduled Payment:

(a) Loan Payments must be made by the Due Date, or you may be assessed a late fee. Bank will deduct for from your Funding Account all Recurring Automatic Payments and Scheduled Payments in the amount designated by you on the date you select for each payment. If a Scheduled Payment falls on a weekend or federal holiday, it will be debited on the next business day.

(b) While enrolled in Recurring Automatic Payments, we will send an email confirmation to you of Loan Payments charged to or debited against your Funding Account. **IT IS YOUR RESPONSIBILITY TO UPDATE YOUR EMAIL ADDRESS IN YOUR SERVICE WEBSITE PROFILE WITH YOUR CURRENT EMAIL ADDRESS. WE WILL NOT BE RESPONSIBLE FOR YOUR FAILURE TO RECEIVE EMAIL CONFIRMATIONS AS A RESULT OF DELIVERY FAILURES (E.G., SPAM BLOCKERS OR INCORRECT EMAIL ADDRESS).**

(c) It is your responsibility to ensure that all Funding Account information is accurate, legitimate, and up to-date and that your Payment Instructions are correct in order to ensure proper authorization of your Loan Payments. We will not be responsible for any payment processing errors or fees incurred as a result of your failure to provide accurate Funding Account information or Payment Instructions.

(d) You may terminate your participation in Recurring Automatic Payments via the Service Website or by contacting a Loan Servicing Representative by calling 866.711.4530, option 1, Monday – Friday 8:00 am – 4:00 pm EST or by email at loanservicing@georgiabanking.com. In each case, you must terminate your enrollment at least three (3) Business Days before the scheduled date of the next Loan Payment.

9. PAYMENT CANCELLATION REQUESTS. You may be permitted to cancel or edit a Loan Payment via the Service Website or by contacting a Loan Service Representative by calling 866.711.4530, option 1, prior to 12:00 pm EST on the scheduled date of the next Loan Payment (the "Cancellation Deadline"). Bank may, in its discretion, charge a fee to you for canceling or editing a Loan Payment after the Cancellation Deadline.

10. RETURNED LOAN PAYMENTS. Bank reserves the right to return any Loan Payment for any reason. In using the Service, you understand that Loan Payments may be returned for various reasons, such as, but not limited to (a) the Biller Account number is not valid; (b) Bank is unable to locate your Biller Account; (c) your Loan is in foreclosure or otherwise defaulted; or (d) your Loan account is paid in full. We will use commercially reasonable efforts to review and correct any returned Loan Payment or void the Loan Payment and credit your Funding Account. You may receive notification via email at your email address or record regarding any such returned Loan Payments. You may be assessed fees by your financial institution as the result of any returns or insufficient funds related to your Funding Account.

11. COMMUNICATIONS TO YOU; ADDRESS OR BANKING CHANGES. By providing us with a telephone number (including a mobile telephone number) and/or email address, you consent to receiving calls and messages at that number, and/or emails from us for our everyday



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

business purposes (including identity verification). You authorize us to send or provide by electronic communication (a) any notice, communication, amendment or replacement to these Service Terms, (b) Billing Statements and payment receipts, and (c) any disclosure required to be provided orally or in writing to you. You are deemed to have received any electronic communication provided to you when made available to you at the telephone number and/or email address provided by you. By providing us with a telephone number (including a mobile number), you consent to receiving voicemail messages and/or calls at that number for Service-related purposes. You agree that we may provide notices to you by posting them on the Service Website, sending them to you through an in-product message within the Service Website, emailing them to an email address that you have provided, or by mailing them to any postal address that you have provided. All notices sent by postal mail shall be deemed received by you no later than three (3) Business Days after it is mailed. It is your sole responsibility to ensure that your contact information is and remains accurate. We are not, and will not be, responsible for notices and communications that are not received by you as a result of delivery failures (e.g., spam blockers, incorrect email address or physical address provided by you, or incorrect mobile phone number provided by you). You remain responsible for any data and messaging charges from your telecommunications provider that may apply.

12. ALTERATIONS AND AMENDMENTS. These Service Terms, as well as any applicable fees and service charges, may be altered or amended by Bank, in its sole discretion, from time to time by posting a revised version on the Service Website or providing a revised version to you by email or postal mail. You may be required to affirmatively accept the revised Service Terms in order to continue using the Service. Regardless of whether you are so required, any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Service Website will constitute your agreement to such changes and revised versions. Revised Service Terms will be effective at the time of posting unless Bank expressly designates a delayed effective date or such delayed effective date is required by Applicable Law or the Rules. Bank may, from time to time, revise or update the Service Website and related applications, which may render all such prior versions obsolete. Bank reserves the right to terminate these Service Terms as to all such prior versions of the Service Website and related applications and limit access to only the Service's more recent revisions and updates.

13. DISPUTED LOAN PAYMENTS. If you dispute a Loan Payment made from a Funding Account, you acknowledge and agree that such dispute (including, but not limited to, chargebacks or fraud associated with a Loan Payment) shall be solely between you and your depository financial institution and must be disputed with your

depository financial institution holding the Funding Account. Bank is not, and shall not be, responsible for the resolution or investigation of any such Loan Payment disputes.

14. DISCLAIMER OF WARRANTIES. THE SERVICE WEBSITE, THE SERVICE, AND ALL RELATED DOCUMENTATION AND APPLICATIONS ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY SET FORTH HEREIN, BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WITH RESPECT TO THE SERVICE, THE SERVICE WEBSITE, OR ANY RELATED DOCUMENTATION AND APPLICATIONS, THAT THE OPERATION OF THE SERVICE OR THE SERVICE WEBSITE WILL BE ERROR-FREE, OR THAT ITS OPERATION WILL BE UNINTERRUPTED. FURTHER, BANK HEREBY DISCLAIMS ALL LIABILITY THERETO. BANK HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC PURPOSE, INFRINGEMENT OR OTHER IMPLIED CONTRACTUAL WARRANTY, AND YOU HEREBY AGREE AND ACKNOWLEDGE THAT NEITHER BANK NOR ANY THIRD-PARTY SERVICE PROVIDER SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY OF THE MATTERS SET FORTH IN THIS SECTION.

15. LIMITATIONS OF LIABILITY.

(a) IN ADDITION TO ANY FURTHER LIMITATIONS ON BANK'S LIABILITY THAT ARE PROVIDED IN THE LOAN AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK'S LIABILITY TO CUSTOMER ARISING FROM OR RELATED IN ANY WAY TO THE SERVICE (WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY) SHALL BE LIMITED TO ACTUAL AND PROVEN DAMAGES ARISING DIRECTLY FROM BANK'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICE.

(b) To the maximum extent permitted by applicable law, Bank will not be responsible for any loss, delay, damage, cost or liability which arises, directly or indirectly, in whole or in part, from: (i) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (ii) your negligence or breach of any agreement with us, including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Loan Payment received from you, or those of any other person; (iii) any ambiguity, inaccuracy or omission in any Payment Instruction or information provided to us; (iv) 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; (v) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vi) the lack of available funds in your Funding Account to complete a Loan



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

Payment; (vii) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (viii) your failure to follow any applicable recommendations or instructions for use of the Service Website.

(c) Bank shall not be responsible for loss, delay, damage, cost or liability which arises, directly or indirectly, in whole or in part, from Bank's failure to perform any Service or to perform any other obligations under these Service Terms which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of Governmental Authority; theft; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; equipment breakdown or mechanical malfunction; electrical, power, or computer failure; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond Bank's control. Bank shall not be liable for failure to perform any of its obligations in connection with the Service if such performance would result in it being in breach of any Applicable Law or the requirement of any Governmental Authority. If Bank fails to credit any of your accounts utilized in connection with the Service as of the date such credit was earned, upon discovery or notification of such error, Bank will properly credit such account, but Bank shall not incur any liability for such failure, including any loss resulting from failure by you to invest the amount of funds not properly credited to the account. There may be other exceptions to our liability, as stated in your Loan Agreement.

(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BANK SHALL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES FOR, AND YOU HEREBY WAIVE YOUR RIGHT TO RECOVER, ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST OPPORTUNITY), SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES, HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE ARE AWARE OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY FOR SUCH LOSSES OR DAMAGES.

16. INDEMNIFICATION. In addition to your indemnification obligations contained in the Loan Agreement (if any), you hereby release and agree to indemnify, defend, and hold harmless Bank, its parent company, affiliates, and subsidiaries, and their respective directors, officers, employees and agents (collectively, the "Bank Indemnified Parties"), promptly after receipt of a request from a Bank Indemnified Party, from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs (including, without limitation, the fees and expenses of legal

counsel to the Bank Indemnified Parties and internal expenses of Bank), expenses, or disbursements of any kind or nature whatsoever and by whomsoever brought or caused (collectively, the "Indemnified Liabilities") that may be imposed upon, incurred by, or asserted against the Bank Indemnified Parties and that in any way relate to or arise out of: (a) your (including, without limitation and for the avoidance of doubt, your Authorized Users) breach of these Service Terms; (b) your (including, without limitation and for the avoidance of doubt, your Authorized Users') negligence, fraud, or intentional misconduct; (c) any action taken or omitted by Bank in accordance with instructions or other communications actually authorized by or on behalf of you or that Bank reasonably believes to have been so authorized; (d) your representations, warranties, and covenants; (e) any use of the Service that is not in compliance with these Service Terms, Applicable Law or the Rules; (f) any investigation or proceeding brought by any Governmental Authority whatsoever related to your use of the Service; (g) any subpoena, order, levy, garnishment, or request related to your use of the Service; (h) any loss or claim arising from your (including, without limitation and for the avoidance of doubt, your Authorized Users') failure to use or adhere to Security Procedures; (i) any action taken or omitted by you (including, without limitation and for the avoidance of doubt, your Authorized Users) in connection with these Service Terms and any transaction related thereto; or (j) any virus (or similar malicious device), data, or code transmitted from your systems to Bank's systems.

17. ARBITRATION. READ THIS ARBITRATION AGREEMENT. THE ARBITRATION AGREEMENT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU AND WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE. THIS ARBITRATION AGREEMENT SUPERSEDES THE "DISPUTES" OR ARBITRATION AGREEMENT CONTAINED IN ANY AGREEMENT PRIOR TO THIS ARBITRATION AGREEMENT AND APPLIES TO YOUR BILLER ACCOUNT WITH THE BANK, LOAN AGREEMENT, AND ANY OTHER BUSINESS YOU MAY HAVE WITH THE BANK RELATED TO THESE SERVICES. THIS ARBITRATION AGREEMENT DOES NOT APPLY IF YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT THE FEDERAL MILITARY LENDING ACT, YOU MAY CONTACT A LOAN SERVICING REPRESENTATIVE BY CALLING 866.711.4530, OPTION 1, MONDAY – FRIDAY 8:00 AM – 4:00 PM EST OR BY EMAIL AT loanservicing@georgiabanking.com. (OR AT ANY TELEPHONE NUMBER WE SUBSEQUENTLY PROVIDE YOU).

(a) **General:** This Arbitration Agreement describes when and how a Claim (as defined below) may



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. As solely used in this Arbitration Agreement, the terms "we", "us" and "our" mean not just the Bank, but also its wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and any of these entities' employees, officers, directors and agents. For purposes of this Arbitration Agreement, these terms also mean any third party providing any goods and/or services in connection with an Biller Account held by you with the Bank, if you name that third party and us as defendants in a single proceeding.

(b) What Claims are Covered: "Claim" means any claim, dispute or controversy between you (including all Authorized Users) and us that in any way arises from or relates to the Services, any Biller Account held by you at the Bank, and any other business you may have with the Bank, including but not limited to claims that arise from or relate to Biller Account fees, the adequacy of a party's disclosures, the performance of services or products provided under any agreement between you and the Bank, and any claims involving the employees, officers, agents, affiliates or assigns of you or the Bank. "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, this sentence, the prohibitions against class proceedings, private attorney general proceedings and/or multiple-party proceedings described in Section f, captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), or the last sentence of Section I, captioned ("Rules of Interpretation"); all such disputes are for a court and not an arbitrator to decide. In this Arbitration Agreement only, the term "Consumer Claim" means a Claim concerning a Biller Account described in this Agreement provided by the Bank to a consumer primarily for personal, family or household

purposes. The term "Commercial Claim" means any Claim that is not a Consumer Claim.

(c) Starting or Electing to Require Arbitration: Either you or we may elect to arbitrate a Claim by giving the other party written notice of the intent to arbitrate the Claim or by filing a motion to compel arbitration of the Claim. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit, such as a motion to compel arbitration. Each of the arbitration administrators listed below has specific rules for starting an arbitration proceeding. Regardless of who elected arbitration or how arbitration was elected, the party asserting the Claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. Thus, if you assert a Claim against us in court, and we elect to arbitrate that Claim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Similarly, if we assert a Claim against you in court, you assert a counterclaim against us, and we elect to arbitrate that counterclaim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Agreement.

(d) Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, N.Y 10271, www.adr.org; JAMS, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party asserting the Claim (the "Claimant") may select the Administrator. Notwithstanding any language in this Arbitration Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.

(e) Court and Jury Trials Prohibited; Other Limitations on Legal Rights: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO,



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(f) Prohibition Against Certain Proceedings: IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.

(g) Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay the fees charged by the Administrator and/or the arbitrator or that you believe those fees are too high. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to, if you prevail in the arbitration, or if we must bear such fees in order for this Arbitration Agreement to be enforced. We will not ask you to pay or reimburse us for any fees we pay the Administrator or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses if we prevail in an arbitration. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if you prevail or if we must bear such fees and costs in order for this Arbitration Agreement to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.

(h) Governing Law: This Arbitration Provision is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies

permitted by the substantive law that would apply to an individual action brought in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

(i) Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

(j) Arbitration Result and Right of Appeal: At the timely request of either party, the arbitrator shall provide a written explanation for the award. If the amount at stake in the arbitration (including the value or cost of any equitable relief) is at least \$200,000 for a Consumer Claim or \$4,000,000 for a Commercial Claim, either party may appeal the arbitrator's decision within 30 days to a single arbitrator or a three-arbitrator panel selected in accordance with the Administrator's rules, which shall resolve the Claim without regard to the original decision. We will pay the entire cost of an appeal unless we are willing to have the appeal decided by a single arbitrator and you insist upon a three-arbitrator panel. In such event, you will be responsible for paying your portion of the difference in arbitration fees between a single arbitrator and a three-arbitrator panel, as determined by the panel. However, we will pay all costs to the extent required by law and/or required to enforce this Arbitration Agreement. The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further right to appeal provided by the FAA. The arbitrator's award may be entered by any court having jurisdiction.

(k) RIGHT TO REJECT ARBITRATION. You may reject this Arbitration Agreement by mailing a special rejection notice to **Georgia Banking Company, 1776 Peachtree St NW, Suite 300 Atlanta, GA 30309**. You must sign the rejection notice, affirmatively state that you do not want arbitration to apply to the Services and provide your name, address, and telephone number. We must receive your rejection notice within 60 days after the date of this Arbitration Agreement. You may not reject arbitration by phone or by any method other than the method described above.

(l) Rules of Interpretation: In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the other provisions of this Arbitration Agreement, on the other hand, this Arbitration Agreement shall govern. If any portion of this Arbitration Agreement is deemed



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Agreement, except that:

(i) The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and

(ii) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

(m) **Notice and Cure; Special Payment:** Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Agreement, the Claimant shall give the other party or parties written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to the most recent address we have on record for you (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to **Georgia Banking Company, 1776 Peachtree St NW, Suite 300 Atlanta, GA 30309**. Any Claim Notice you send must identify yourself by including your name and address. Any Claim Notice must explain the nature of the Claim and the relief demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests and must give the other party a reasonable opportunity to respond to the demand for relief.

If: (i) you submit a Claim Notice in accordance with this subsection on your own behalf (and not on behalf of any other party); (ii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you

at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled).

(n) **Survival:** This Arbitration Agreement shall survive any termination, amendment, or expiration of these Service Terms, or any other relationship between the parties.

18. LEGAL PROCESS.

(a) If Bank is served with a subpoena, warrant, request, levy, order, or garnishment request from a Governmental Authority, court, or tribunal for information or records concerning these Service Terms, the Services, or you, Bank will follow (and may rely on absolutely) the advice of its legal counsel as to the appropriate response to such subpoena, warrant, request, levy, order, or garnishment, and shall have no liability or responsibility whatsoever to you for doing so even if such advice shall turn out to have been mistaken. You acknowledge and agree that Bank's current policy (which is subject to change based on advice of legal counsel) is to comply with any such subpoena, warrant, request, levy, order, or garnishment, as concerns information, records, or funds.

(b) If you are served with a subpoena, warrant, order, or other request from a Governmental Authority, court, or tribunal for information or records concerning these Service Terms, the Service, or Bank, you will provide Bank with prompt written notice so that Bank may seek a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy or Bank's waiver, you are nonetheless legally compelled to disclose such requested information, you may, without liability hereunder, disclose only that portion of such information that your counsel advises you are legally required to disclose, provided that you shall use your best efforts to preserve the confidentiality of any information, including, without limitation, by cooperating with Bank to obtain an appropriate protective order or other reliable assurance of confidential treatment by the Governmental Authority, court, or tribunal.

19. GOVERNING LAW. EXCEPT AS PROVIDED IN SECTION 17(h) HEREOF, THESE SERVICE TERMS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REFERENCE OR REGARD TO THE CONFLICT OF LAW PROVISIONS THEREOF, AND APPLICABLE FEDERAL LAW.

20. CONFIDENTIALITY. We may disclose information to third parties relating to your use of the Service and the information you provide in the course of your use of the Service Website and the Service: (i) where it is necessary to complete a Loan Payment, (ii) in order to verify the existence or condition of your Funding Account or Biller Account for a third party, such as a credit bureau, (iii)



ONLINE LOAN PAYMENTS SERVICE TERMS AND CONDITIONS

in order to comply Legal Process and the orders of a Governmental Authority, or (iv) if you give us your written permission.

21. INTELLECTUAL PROPERTY. All marks and logos related to the Service Website, the Service and Bank are either trademarks or registered trademarks of Bank or its third-party service providers, or their respective affiliates or licensors. You may not copy, modify, translate, decompile, reverse engineer, reproduce, adapt, or disassemble the Service Website or the Service, both of which are the sole property of Bank, or its third-party service provider (or the third-party service provider's affiliates and respective licensors). With the exception of your right to use the Service Website and Service in accordance with the terms hereof, which right may be revoked by us, you are not granted any rights of any kind in the Service Website, the Service, marks, or logos, and we hereby reserve all such rights. The content accessed through the Service Website is the property of the applicable content owner and may be protected by applicable copyright or other law. Any downloading of material contained on the Service Website, or on any site linked thereto, may be a violation of federal trademark or copyright laws.

22. NO ASSIGNMENT. We may assign our rights and delegate our duties under these Service Terms to a company affiliated with us or to a third-party service provider. You may not assign any right or delegate any obligation under these Service Terms without our prior written consent.

23. BINDING AGREEMENT; NO THIRD PARTY BENEFICIARIES. These Service Terms shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. These Service Terms are made for the exclusive benefit of you and us. Unless otherwise provided herein, no third party has any rights under these Service Terms.

24. SEVERABILITY. If any provision of these Service Terms is found to be void, invalid, illegal, or unenforceable to any extent, the remainder of these Service Terms shall not be impaired or otherwise affected and shall remain in full force and effect.

25. WAIVERS. Bank may waive enforcement of any provision of these Service Terms. Any waiver by us must be in writing to be effective. Our waiver of any right will not be deemed a waiver of other rights or of the same right at another time.

26. TERMINATION. We reserve the right to terminate the Service at any time, or to terminate or suspend your use of the Service or the Service Website at any time for any reason or no reason. Neither termination nor suspension shall affect your liability or obligations under these Service Terms or your Loan Agreement. If we terminate your use of the Service, you will remain obligated to pay your Loan pursuant to the terms of the Loan Agreement.

27. ENTIRE AGREEMENT. You agree that these Service Terms are the complete and exclusive statement of the agreement between you and us, and it supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of these Service Terms. In the event of a conflict between another communication between you and Bank regarding the Service or these Service Terms, these Service Terms will prevail.