

DEPOSIT TERMS AND CONDITIONS

GENERAL ACCOUNT TERMS

Definitions. Throughout these terms and conditions ("Terms"), these terms have the following meaning:

- "You," "your," and "account owner" refer to the customer whether or not there are one or more customers named on the account.
- "We," "our," and "us" refer to the Bank, Georgia Banking Company.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

You understand that the following Terms and any other documents applicable to your account that are provided to you govern your Checking account with us. You understand that your account is also governed by applicable law. These Terms include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. These Terms may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other provisions change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. You acknowledge and agree to these Terms governing your account with us and you accept these Terms by using any of your deposit account services.

Account Ownership Descriptions.

Individual Account. The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate. However, if upon the party's death the total aggregate amount of the funds in the account does not exceed the amount allowable by Georgia statute, we may pay the funds to a qualified individual upon receipt of an affidavit to the extent permitted by law. Our payment of the funds constitutes our full release and discharge from any cause of action, claim, or demand against us for taking an action, or not taking an action, in connection with the affidavit or the payment of the funds.

In Trust For Account. An In Trust For account permits the account owners (trustee(s)) to transfer the account (trust) funds to named beneficiaries. You may designate primary and contingent beneficiaries otherwise all beneficiaries will be treated as primary. If two or more trustees create an In Trust For account, then between the trustees, the account is treated as a joint account with right of survivorship. You may change the terms of this account only by either closing it and reopening it under different terms, or by presenting us with a modification agreement in a form acceptable to us, which is signed by all parties with a present right of withdrawal. The trustee(s) may withdraw all or part of the funds at any time. Such payment or withdrawal shall constitute a revocation of the trust for the amount withdrawn. A beneficiary can only acquire withdrawal rights by surviving all of the trustees. If more than one named primary beneficiary survives all of the trustees, then the primary beneficiaries will be entitled to equal shares of the funds without right of survivorship between them, unless otherwise indicated. If no primary beneficiary survives all of the trustees then any surviving contingent beneficiaries will be entitled to equal shares of the funds without right of survivorship between them, unless otherwise indicated. If no contingent beneficiary survives all of the trustees, the trust shall terminate and title to the account shall VEST in the trustees. In that case, it will be treated as an individual account (if there is one surviving trustee) or as a joint account with right of survivorship (if there is more than one surviving trustee) in the name(s) of the surviving trustees, rather than an In Trust For account.

Payable On Death Account. A Payable On Death account permits the account owner(s) to transfer the account to named beneficiaries. You may designate primary and contingent beneficiaries. Named beneficiaries are assumed to be primary unless indicated as contingent. If two or more account owners create a Payable On Death account, then between the account owners, the account is treated as a joint account with right of survivorship. The account owner(s) may withdraw all or part of the funds at any time. You may change the terms of this account only by either closing it and reopening it under different terms, or by presenting us with a modification agreement in a form acceptable to us, which is signed by all parties with a present right of withdrawal. A beneficiary can only acquire withdrawal rights by surviving all of the account owners. If more than one named beneficiary survives all of the account owners, then the beneficiaries will be entitled to equal shares of the funds without right of survivorship, unless otherwise indicated. If no beneficiary survives all of the account owners, then the account shall be treated like an individual account (if there is one surviving account owner) or like a joint account with right of survivorship (if there is more than one surviving account owner).

Joint With Right of Survivorship Account. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

Joint Without Right of Survivorship Account. The tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as tenants in common and that there shall not be a right of survivorship between the tenants. Upon the death of a tenant, we may pay the decedent's share of the account to his or her estate. If there is more than one surviving tenant, then between the surviving tenants, the account shall continue to be held as a joint account without right of survivorship. When there is only one surviving tenant, the account shall be treated as an individual account.

Your Choice of Account. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

Transfers and Assignments. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

Authorized Signer (Agent) Designation. If you have designated an agent, your named agent may make account transactions for you but has no ownership or rights at death unless named as a POD (pay on death) beneficiary or named as an In Trust For (ITF) beneficiary, if applicable. If you have designated that the agent shall continue to have power after your disability or incapacity, the agent's authority survives your disability or incapacity. The agent may act for a disabled or incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability or incapacity, the agent's authority terminates upon your disability or incapacity. If you failed to specify whether or not the agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Death of the sole party or last surviving party terminates the authority of the agent. We may continue to rely on the agency designation to the extent permitted by law, until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

Community Property. When the account is a joint account between two parties authorized by law to hold community property together and the account is titled as joint tenants with right of survivorship, the account will be owned by the parties who fund the account with community property and hold the property with right of survivorship. Upon the death of either party, the property will vest in and belong to the surviving party. If the account is titled without an indication that it is owned as joint tenants with rights of survivorship, the account will be owned by the parties and all property in the account, including earnings, will be held as community property without right of survivorship; and upon the death of either party, one-half of the property will vest in and belong to the estate of the deceased party. If you are residing in a community property state, you and your spouse may be required to complete additional documentation if your spouse is not an account owner on the joint account or designated as your primary beneficiary on the account.

Multiple Account Owners. If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all or any part of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account. However, the number of required signatures must be met. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may also freeze the account upon receipt of notice of the death or incapacity of an account owner until we have received all necessary documentation to establish to whom payment should be made. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

Power of Attorney. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days", or "not valid for more than \$1,000.00."

Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

Preauthorized Checks or Drafts. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

Verifying Funds Availability For Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

Check Safekeeping. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of a check may be subject to a fee indicated in the Fee Schedule included in these Terms or other disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

Your Responsibility For Back of Check. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

Electronic Checks and Electronically-Created Items. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

Remote Deposit Capture. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at Georgia Banking Company only."

Remotely Created Checks. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

Withdrawals. Deposits will be available for withdrawal consistent with these Terms or other disclosures. Withdrawals may be subject to a service charge.

Deposits. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to these Terms. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearing house rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearing house.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

Statements. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account owner who receives this statement is the agent for his/her co-account owner(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for your forged or unauthorized signature or alteration on the face of the item reported to us after 60 days after we mail or otherwise make the statement or items available to you, and for any unauthorized indorsement or alteration on the back of the item reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the In Case of Errors or Questions About Your Transactions provision in the Electronic Funds Transfer Policy as included in these Terms will control its resolution.

Electronic Statements and Notices. You may have the option to have statements and notices regarding this account provided to you in an electronic form, including to a designated e-mail address, through an online banking portal, or other electronic method, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in these Terms or other disclosures.

ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Georgia. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

Notice of Receipt. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of Georgia.

Stop Payments.

Stop Payment on Checks. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for 6 months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

Stop Payment on ACH Debits. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), Nacha, and any applicable state law.

You may be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

Death or Incompetency. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

Non-Sufficient Funds and Overdrafts - Actual (Ledger) Balance.

How We Decide To Pay An Item or Debit. We use an actual (ledger) balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and a pending transaction of \$30. Your actual (ledger) balance is \$100 because the pending \$30 transaction does not reduce your actual (ledger) account balance until it posts to your account.

How We Assess Fees. If there are insufficient funds to pay a debit transaction or item based on your actual (ledger) balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

Return Item For Non-Sufficient Funds. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fee. Pursuant to Nacha and other applicable laws, a debit or item may be presented for payment more than one time.

Overdrafts. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees.

Signatures. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures. Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

Fees, Service Charges and Balance Requirements. You agree to pay us and are responsible for any fees, charges, or balance/deposit requirements included in these Terms. Fees, charges, and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

Set-Offs and Security Interests. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under these Terms (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court, or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account owners. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in these Terms or other disclosures.

Dormant/Inactive Accounts. You understand that we may charge you fees if your account is dormant or inactive to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

Attorneys' Fees and Expenses. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

Legal Process Against Account. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

Closing Account. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

Our Waiver of Rights. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us shall affect or preclude our future exercise of that right, remedy, power or privilege.

Your Waiver of Notice. You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

Notice. You are responsible for notifying us of any address or name changes, death of an account owner, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

Telephone and Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.

Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

Amendments and Alterations. Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account owners.

Effective Applicable Laws and Regulations. You understand that these Terms are governed by the laws of Georgia, except to the extent that federal law is controlling. Changes in these laws and regulations may modify these Terms. We do not have to notify you of these changes, unless required to do so by law. If any of these Terms come into conflict with the applicable law and are declared to be invalid or unenforceable, they will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

Notice of Potential Disclosure of Negative Information To Consumer Reporting Agencies

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

Notice

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

SUBSTITUTE CHECK POLICY

What Is a Substitute Check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (866)711-4530 or
Mail at: 1776 Peachtree Street NW, Suite 300
Atlanta, GA 30309

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check, the date of the check

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.

FUNDS AVAILABILITY POLICY DISCLOSURE

Purpose of this Disclosure. Our general policy is to allow you to withdraw funds deposited in an account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit.

For purposes of this disclosure, the term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account, or other non-time deposit account.

Determining the Availability of Your Deposit.

The length of the delay varies depending on the type of deposit. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

In order to establish that a deposit is made on a particular Business Day, we establish a cut-off time. You must make your deposit before the cut-off time in order for it to be considered to have been made on that Business Day.

LOCATION	CUT-OFF TIME
Branch	Close of business
ATM	5:00 PM EST

However, if you make a deposit after the cut-off time shown above or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

Availability Schedule

Same Day Availability. Funds from deposits of:

- Electronic direct deposits
- Cash*
- Wire transfers

will be available on the day of deposit.

Next Day Availability. Funds from deposits of:

- U.S. Treasury checks**
- U.S. Postal Service money orders**
- Federal Reserve Bank or Federal Home Loan Bank checks**
- State or Local Government checks**
- Cashier's, Certified, or Teller's checks**
- Checks drawn on us

will be available on the first Business Day after the day of deposit.

Other Check Deposits. Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

*** Cash Deposits.** If the cash deposits are made in person to an employee of Georgia Banking Company, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

**** Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, or Teller's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

U.S. Treasury Checks. These checks must be made payable to you and deposited into your account.

U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; or Cashier's, Certified, or Teller's Checks. These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Special Rules For New Accounts. If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account and checks drawn on us will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business Day after the day of deposit.

Other Check Deposits. Funds from all other check deposits will be available on the ninth Business day after the day of deposit.

Foreign Checks. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions and are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

ELECTRONIC FUNDS TRANSFER DISCLOSURE

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers ("EFTs"). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Master Money Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below. For purposes of this disclosure, "Business Day" means Monday through Friday excluding holidays.

Electronic Fund Transfer Services Provided

Debit Card Services. The services available through use of your Debit Card are described below.

Master Money Card Services:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

automated teller machine Services.

Network. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our automated teller machine terminals, you may access your accounts through the following network(s): Cirrus, Pulse and Maestro

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

Point of Sale Transactions. Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your actual (ledger) account balance or, if applicable, your available overdraft protection. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Master Money Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under these Terms.

Georgia Banking Company Instant Debit Card Alerts. Message frequency varies by account. Message and data rates may apply. Text HELP to 72586 for help or call (866)711-4530. Text STOP to 72586 to cancel. Participating carriers include AT&T, Sprint, T-Mobile, Verizon Wireless, Boost, Virgin Mobile, Metro PCS, Alltel AWCC, Cricket, Google Voice, and U.S. Cellular. For privacy policy please visit our website at www.geobanking.com.

Currency Conversion - Mastercard®. If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

Preauthorized Transfer Services.

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

Services Provided Through Use of Online Banking and Mobile Banking. Georgia Banking Company offers its customers use of our Online Banking and Mobile Banking service.

You may access your account(s) via our Online Banking site(s) or Mobile Banking Mode(s) and using your password to obtain balances and transaction histories on accounts, transfer funds, make payments to loan accounts with us, make payments to 3rd parties (online bill pay), and deposit checks into eligible accounts. You may access Zelle® via our Mobile Banking App by logging in with your user name and password to send or receive money from family, friends, and others you trust.

Electronic Check Conversion. If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

Limitations On Transactions.

Transaction Limitations - Master Money Card.

Cash Withdrawal Limitations. You may withdraw up to \$1,010.00 through use of ATMs in any one day.

Point of Sale Limitations. You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

Other Withdrawal Limitations. CASH WITHDRAWAL FREQUENCY LIMITATIONS: You may make 50 cash withdrawals from ATM terminals in any one day.

POINT OF SALE FREQUENCY LIMITATIONS: You can use our Point of Sale service for 100 transactions in any one day.

Other Limitations.

- These Terms may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

Notice of Rights and Responsibilities

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

Right to Receive Documentation of Your Transfers.

Transaction Receipts. Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

Periodic Statements. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

Preauthorized Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (866)711-4530 to find out whether or not the deposit has been made.

Using Your Card and Personal Identification Number ("PIN"). In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Georgia Banking Company immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM.

Rights Regarding Preauthorized Transfers.

Rights and Procedures to Stop Payments. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (866)711-4530

or

write to: 1776 Peachtree Street NW, Suite 300

Atlanta, GA 30309

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Notice of Varying Amounts. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Our Liability for Failure to Stop Preauthorized Transfer Payments. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

Your Responsibility To Notify Us of Loss or Theft. If you believe your Debit Card, PIN, or internet banking access code has been lost or stolen,

call us at: (866)711-4530 (9AM to 4PM EST)

or

write to: 1776 Peachtree Street NW, Suite 300
Atlanta, GA 30309

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

Consumer Liability. Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500). The limitations on your liability for unauthorized transfers described in the following paragraph do not apply to preauthorized automatic payments from your checking account(s), savings account(s), money market account(s), and NOW account(s). Unless you have complied with the procedures to stop the preauthorized payment described above, your liability for such unauthorized transfers is unlimited.

If your statement shows transfers you did not make (other than a preauthorized transfer), including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account (including your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

Consumer Liability For Unauthorized Transactions Involving Master Money Card. The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

Illegal Use of Master Money Card. You must not use your Master Money Card for any illegal transactions, including internet gambling and similar activities.

In Case of Errors or Questions About Your Transactions. In case of errors or questions about your electronic fund transfers,

call us at: (866)711-4530

or

write to: 1776 Peachtree Street NW, Suite 300
Atlanta, GA 30309

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Georgia Banking Company no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Liability For Failure To Complete Transaction. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement, we will be liable for your losses or damages as provided by law.

However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

Charges For Transfers or The Right To Make Transfers. We reserve the right to impose a fee and to change fees upon notice to you. **Charges For Transfers or The Right To Make Transfers.** Refer to the Truth In Savings Disclosure and Fee Schedule for any fees that may be charged for EFT and non-EFT transactions alike.

Disclosure of Account Information. We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

Safety Precautions For ATM Terminal Usage. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

FACTS	What Does Georgia Banking Company Do With Your Personal Information?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and transaction history • Credit history and credit scores <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Georgia Banking Company chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Georgia Banking Company share?	Can you limit this sharing?
For our everyday business purposes -- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes --to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes --information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes --information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call (770)226-8800 or go to https://georgiabanking.com	

What We Do

<p>How Does Georgia Banking Company Protect My Personal Information?</p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are bound by our Code of Ethics and policies to access consumer information only for legitimate business purposes and to keep information about you confidential.</p>
<p>How Does Georgia Banking Company Collect My Personal Information?</p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Open an account or pay your bills • Apply for a loan or use your credit or debit card • Provide account information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p>Why Can't I Limit All Sharing?</p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes - information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. [See below for more on your rights under state law.]</p>

Definitions

<p>Affiliates</p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Georgia Banking Company does not share with our affiliates.</i>
<p>Nonaffiliates</p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Georgia Banking Company does not share with nonaffiliates so they can market to you.</i>
<p>Joint marketing</p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partner(s) include insurance companies.</i>

Other Important Information

Special Notice For State Residents
For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with California privacy laws that apply to us.
For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from your deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

CALIFORNIA CONSUMER PRIVACY ACT PRIVACY POLICY

We are required to provide California residents with a comprehensive description of our online and offline privacy policy and practices regarding the collection, use, and retention of your personal information (our "Information Practices"); to inform you of your rights regarding your personal information; and to provide you with any information necessary for you to exercise those rights.

Your Rights Regarding Your Personal Information

(1) Right to Know. You have the right to know the personal information that we collect and use about you, including the categories of personal information; the categories of sources from which the personal information is collected; the business or commercial purpose for collecting personal information; and the specific pieces of personal information that we have collected about you. Subject to certain exceptions, we will provide you with all of your personal information that we have collected or maintained. This will include any personal information that our service providers or contractors have collected pursuant to their written contract with us.

(2) Right to Delete. You have the right to request us to delete any personal information that we have collected about you. Subject to certain exceptions, we will delete the personal information that we have collected about you from our records, and we will direct any service provider or contractor to delete your personal information from their records.

(3) Right to Correct. You have the right to request us to correct any inaccurate personal information that we maintain about you. Subject to certain exceptions, we will correct the personal information that we maintain about you on our existing system, and we will direct any service provider or contractor that maintain the personal information at issue pursuant to their written contract with us to make the necessary corrections on their systems.

(4) Right to Not Receive Discriminatory Treatment. You have the right not to receive discriminatory treatment by us for the exercise of privacy rights conferred by the California Consumer Privacy Act ("CCPA"). A price or service difference is discriminatory and prohibited if we treat you differently because you exercised a right conferred by the CCPA or its issuing regulations. A price or service difference is non-discriminatory if it is reasonably related to the value of your data.

Types of Personal Information

Collected Personal Information

Categories of Personal Information. We collected the following categories of personal information in the preceding 12 months:

- Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers
- Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.
- Characteristics of protected classifications under California or federal law
- Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies
- Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website application, or advertisement
- Geolocation Data
- Professional or Employment-Related Information
- Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act

Categories of Sources. We collected your personal information from the following type of people or entities:

- Direct from the consumer
- Government entities
- Operating systems and platforms

Business or Commercial Purposes. We collect your personal information for these business or commercial purposes:

- Performing services on behalf of the institution, including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing financing, providing analytic services, providing storage, or providing similar services on behalf of the institution

Personal Information Is Not Sold or Shared. We have not sold or shared your personal information to any third parties in the preceding 12 months.

Personal Information Not Disclosed. We have not disclosed your personal information to third parties in the preceding 12 months.

How to Submit a Request Regarding Your Personal Information

You can submit a verifiable request to know, request to delete, or request to correct your personal information to us. We will verify that you are the person who we have collected information about by . No later than 10 business days after receiving your request(s), we will confirm that we received your request(s) and provide you with information on how we will process your request(s). We will respond to your request to know, request to delete, or request to correct no later than 45 calendar days after receiving your request(s). If we cannot verify your identity within this time period, we may deny your request(s) in whole or in part and will inform you that your identity cannot be verified. If we need more time, we will inform you of the reason for the delay during this time period and may extend the time to respond up to an additional 45 calendar days. Our response will cover the 12-month period preceding our receipt of your request.

You can submit your request to know, request to delete, and request to correct by calling us toll-free at 1-866-711-4530.

You can also submit your request to know by using any of the following methods:

- Calling us toll-free at: Visiting our online form at: <https://georgiabanking.com>
- Mailing a request to: 1776 Peachtree Street NW, Suite 300, Atlanta, GA 30309

Authorized Agents. We may allow an authorized agent to make a request to know, request to delete, or request to correct on your behalf. We may require written proof that you have given the agent permission to submit a request on your behalf, require the agent to verify their identity with us, or require you to confirm with us that you have provided the agent permission to submit the request. If you are an authorized agent, you may make these requests by following these instructions: We may allow an authorized agent to make a request to know personal information or a request to delete personal information on a consumer's behalf. If you are an authorized agent, you may make these requests by following these instructions: please provide sufficient information that allows us to reasonably verify you are an authorized agent for one or more of our clients from whom we collect personal information.

Contact Information

For information about our privacy policy and Information Practices, you can contact us by calling us at: 1-866-711-4530..

NOTICE AT COLLECTION

We are required to provide California residents with timely notice, at or before the point of collection, about the categories of personal information to be collected from you and the purposes for which the personal information is collected or used. For example, upon receiving the Notice at Collection, you can use the information in the notice as a tool to choose whether to engage with us, or to direct us not to sell or share your personal information and to limit the use and disclosure of your sensitive personal information, if applicable. For example, you may use the information in this notice to choose whether or not to engage with us, to direct us not to sell or share your personal information, or to limit the use and disclosure of your sensitive personal information, if applicable. We will not collect additional categories of personal information or use personal information collected for additional purposes that are incompatible with the disclosed purpose for which the personal information was collected without providing you prior notice. Our privacy policy can be found at georgiabanking.com.

Categories of Personal Information. The following categories of personal information are to be collected:

- Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license number, passport number, or other similar identifiers
- Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, social security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.
- Characteristics of protected classifications under California or federal law
- Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies
- Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website application, or advertisement
- Geolocation Data
- Professional or Employment-Related Information
- Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act

We will retain each category of personal information for the period of time as required by applicable state law and/or federal banking regulations.

Purpose for Collection. The purpose(s) for which the categories of personal information identified above are collected or used include: Personal information is collected for everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.

TRUTH IN SAVINGS DISCLOSURE

Minimum Balance Requirements. You must deposit \$50.00 to open this account. A Maintenance Fee of \$3.00 will be imposed every statement cycle if the average daily balance for the statement cycle falls below \$250.00.

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Processing Order. All credit transactions are processed first. Debits, or withdrawals, from your account will be processed as follows: electronic items such as ATM and preauthorized transactions then checks. The items are processed from lowest to highest within each category. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

Transaction Limitations. No transaction limitations apply to this account.

Additional Information Regarding Your Account. Receipt of eStatements is required to avoid the \$3.00 maintenance fee.

Check orders are not available for this account product.

All foreign ATM fees refunded by GBC each statement cycle. Overdraft Fees and Returned Item Fees apply to overdrafts and returned items created by check, in person withdrawal, ATM withdrawal, or other electronic means.

Fees and Charges. Please refer to the Fee Schedule provided to you in these Terms for information about fees and charges associated with this account. A Fee Schedule is provided to you at the time you open an account, periodically when fees or charges change, and upon request.

FEE SCHEDULE

The following fees and charges may be assessed against your account:

Check printing fees vary by the style of check ordered.

Fees and Charges

Stop Payment Fee	\$30.00
Charged Back Checks	\$5.00
Printed Statements	\$5.00
Telephone Transfers	\$2.00
Collection Items	\$15.00
Official Bank Checks	\$7.00
Garnishment/Levy Processing	\$25.00
Currency Order (per strap of bills)	\$0.25
Currency Order (per roll of coin)	\$0.25
Currency Order (per box of coin)	\$2.50
Check Copies	\$2.50
Special Statements	\$10.00
Research Time (per hour)	\$25.00
Audit Confirmations	\$25.00
Outgoing Domestic Wires	\$15.00
Incoming Domestic Wires	\$15.00
Outgoing International Wires	\$40.00
Incoming International Wires	\$40.00
Remote Deposit Scanner (per month)	\$50.00
Account Closing Fee (within 90 days of opening)	\$15.00
Returned Item Fee	\$30.00
Overdraft Fee	\$30.00
1st Continuous Overdraft Charge	\$30.00

Recurring Overdraft Charge (every 7th business day)

\$30.00



ADDENDUM TO ACCOUNT AGREEMENT – FEDNOW SERVICE

1. **The Agreement.** As the account owner of a deposit account (the “Account”) with Georgia Banking Company (“Bank”), you understand and acknowledge that the Account Agreement entered into by and between you and Bank, along with any other documents applicable to your Account, including any account opening disclosures that have been provided to you by Bank (collectively, the “Agreement”), governs the terms and conditions of your Account, all activities conducted therein, and the services provided to you by Bank.

Subpart C of Regulation J (12 CFR § 210.40 *et seq.*) and the rights, obligations, and limitations on liability contained therein (the “FedNow Service Rules”).
2. **The Addendum.** This addendum, which supplements the Agreement with respect to instant payment funds transfer services via the FedNow Service provided by the Federal Reserve Banks (the “FedNow Service”), is incorporated by reference into the Agreement and is made a part of your Account relationship with Bank (the “Addendum”). By entering into the Agreement, requesting FedNow Services from Bank, and/or initiating or receiving instant payment funds transfer services via the FedNow Service, you agree to be bound by such terms and conditions in the Agreement and this Addendum, as may be updated and amended from time to time.
3. **Compliance with FedNow Service Rules.**
 - a. If you are a party to an instant payment order sent or received through the FedNow Service, you agree that you and any payment order for a debit or credit funds transfer you initiate or receive will be subject to the rules, guidelines, standards, and procedures issued by the Board of Governors of the Federal Reserve System or any Federal Reserve Bank related to the FedNow Service for instant payments, including but not limited to Operating Circular No. 8 and
4. **General Terms of the FedNow Service.**
 - a. *[NTD: GBC to add business/marketing details of FedNow Services provided for customers to this Addendum (i.e., general terms and conditions of how the service is offered to the customer).]*
 - b. In addition to the FedNow Service Rules, and not by way of limitation, your use of the FedNow Service shall remain subject to all federal, state, and local laws, rules, regulations, requirements, regulatory guidelines and guidance, and official commentaries related to funds transfers and instant payments, including, but not limited to: (i) all applicable rules, regulations, requirements, guidelines, and commentaries issued by any governmental authority with jurisdiction over Bank or the FedNow Service; (ii) the Bank Secrecy Act and Anti-Money Laundering laws and regulations; (iii) applicable sections of the USA PATRIOT Act and its implementing regulations related to Know-Your-Customer and Customer Identification Programs; and (iv) to the extent applicable, 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.