

## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (EFT) services offered to you by Atlantic Coast Bank (Institution). In this Agreement, the words you and yours mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words we, us, and ours means the institution. The word account means any one or more savings and checking accounts you have with the institution. Line of Credit means any and all lines of credit issued by the institution to any of you. Loan means any and all loans extended by the institution to any of you. Card means any ATM, debit, or VISA Check Card. PIN means your Personal Identification Number. Access Code means any PIN or password. Home Banking means personal computer home banking service. Service means any of the methods described by which your accounts can be automatically accessed for EFT activity. Merchant(s) means any party designated by you to receive payment from your account(s). Bill Payment, payment request and bill request are preauthorized debits from your account to pay another party. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered.

**EFT SERVICES.** If approved, you may conduct any one or more of the EFT services offered by the institution.

**Electronic Fund Transfer Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearinghouse (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

**Provisional Payment Disclosure:** Credit given by [us] to [you] with respect to an automated clearing house credit entry is provisional until [we] receive final settlement for such entry through a Federal Reserve Bank. If [we] do not receive such final settlement, [you] are hereby notified and agree that [we] are entitled to a refund of the amount credited to [you] in connection with such 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.

**Notice Disclosure:** Under the operating rules of the Automated Clearing House Association, which are applicable to ACH transactions involving your account, [we], are not required to give next day notice to [you] of receipt of an ACH item and [we] will not do so. However, [we] will continue to notify you of the receipts of payments in the periodic statements we provide to you.

**Choice of Law Disclosure:** [We] may accept on [your] behalf payments to [your] account which have been transmitted through one or more Automated Clearing House (ACH) and which are not subject to the Electronic Funds Transfer Act and [your] rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Georgia as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**1. ACH Transfers.** Indicated below are additional types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account.

Examples of these transfers include, but are not limited to:

- a. **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to (1) pay for purchases and/or (b) pay bills.
- b. **Electronic Returned Check Charge.** Some merchants or service providers will initiate an electronic fund transfer to collect a charge in the event that a check is returned for insufficient funds.

**2. ATM.** You may use your Card and PIN in ATMs of the institution, Pulse, Cirrus, Plus, Amex, MasterCard, VISA, Discover Networks, and such other machines or facilities as the institution may designate. At the present time, you may use your card to:

- a. Make deposits to your savings and checking accounts.
- b. Withdraw funds from your savings and checking accounts.
- c. Transfer funds from your savings and checking accounts.
- d. Obtain balance information for your savings and checking accounts.
- e. Make POS (Point-of-Sale) transactions from your checking account with your Card and PIN to purchase goods or services at POS terminals that carry Pulse, Cirrus, Plus, Amex, Discover, Visa, and MasterCard network logo(s).

The following limitations on the frequency and amount of ATM transactions may apply:

- a. There is no limit on the number of cash withdrawals you may make in any one day.
- b. You may withdraw up to an aggregate maximum of \$500 in any one day, (cut-off time is usually 4:00 PM) if there are sufficient funds in your account, this is inclusive of your POS transactions.
- c. You may transfer up to the available balance in your accounts at the time of the transfer.
- d. Limit - 3 PIN attempts during a business day. (cut-off time is usually 4:00 PM)
- e. Maximum POS transactions of \$500 per day.

Because of the servicing schedule and processing time required in ATM operations, there is a delay between the time a deposit (either cash or check) is made and when it will be available for withdrawal. You should review the institution's Funds Availability Policy to determine the availability of funds deposited at ATMs.

**Surcharge.** If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction. The ATM surcharge will be debited from your account if you elect to complete the transaction.

**3. VISA Check Card.** You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your checking account. If the balance in your account is not sufficient to pay the transaction amount, the institution may, at its sole discretion, pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or loan accounts that you have established with the institution. If you initiate a transaction that overdraws your Account, you agree to make immediate payment of any overdrafts together with any service charges to the institution. In the event of repeated overdrafts, the institution may terminate all services under this agreement. You may use your Card and PIN in ATMs of the institution, Pulse, Cirrus, Plus, Amex, MasterCard, Discover Networks, VISA and such other machines or facilities as the institution may designate. Transactions initiated in foreign countries and foreign currencies will be charged to the account in U.S. dollars. The conversion rate to U.S. dollars will be (i) a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or (ii) the government mandated rate in effect for the applicable central processing date, in each of the above instances, plus a 1% International Transaction Fee. At the present time you may use your Card to:

- a. Make deposits to your savings and checking accounts.
- b. Withdraw funds from your savings and checking accounts.
- c. Transfer funds from your savings and checking accounts.
- d. Obtain balance information for your savings and checking accounts.
- e. Make POS (Point-of-Sale) transactions with your Card and PIN to purchase goods or services at merchants that accept VISA.
- f. Order goods or services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of VISA Check Card transactions may apply:

- a. There is no limit on the amount of VISA Check Card purchases you make per day.
- b. Purchase amounts are limited to the lesser of the available balance in your account or \$9,999.00.
- c. There is no limit to the number of cash withdrawals you make in any one day from an ATM.
- d. You may transfer up to the available balance in your accounts at the time of transfer.
- e. You may withdraw up to a maximum of \$500 dollars in any one day from an ATM, if there are sufficient funds in your account, this is inclusive of your ATM Card program.
- f. Each transaction with the card will be charged to the account on the date the transaction is posted to the account.
- g. Your VISA Check Card may not be used for any illegal transactions.

#### **VISA Check Card Facts:**

When you use your check card for a purchase and do not enter a PIN, the merchant will request an approval or an "authorization" for the transaction. This authorization generally confirms that an account is open and the purchase amount is acceptable at the time of the request. The purchase amount sent by the merchant for authorization varies by merchant type. Many merchants request an authorization for the exact purchase amount. However, some merchants may send a nominal amount such as \$1 or an estimate that is more or less than the actual purchase amount. Each authorization will show as a pending transaction. When the transaction is presented to the bank, the actual purchase amount is deducted from your account, usually within two to three business days. If the authorization is not matched with an actual purchase within three business days, the transaction will no longer be displayed as pending on your account.

An authorization may vary from the final purchase amount in situations where there is an estimated authorization amount or a tip is involved. Example: At a restaurant, an authorization is requested prior to a tip being added. The final purchase amount will include the tip. Some restaurants will estimate a tip amount in the authorization dollar amount; thus your purchase and authorization amount would vary only slightly. Example: At the gas pump, an initial authorization is requested prior to dispensing fuel and determining the final amount of the purchase. Many pay-at-the-pump gas purchases are initially authorized for \$1 no matter the final purchase amount. Example: At a hotel, an authorization in the amount equal to the entire stay plus an estimated amount for incidentals may be made. This can also be true of cruise lines and car rental companies.

It may take several business days for the actual purchase amount to replace the pending transaction amount on your account. The pending transaction reduces your available balance. The pending transaction is generally replaced when the final purchase amount is deducted from your account within three business days. If the pending amount is not matched with an actual purchase amount within three business days, the pending transaction will be removed from your account.

Due to the difference between what merchants are permitted to hold, and the actual purchase amount, failure to keep track of merchant authorizations could result in overdraft transactions.

**4. Private Line (Audio Response).** If we approve the Private Line audio response access service for your accounts, a separate PIN will be assigned to you. You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

- a. Withdraw funds from your savings and checking accounts.
- b. Transfer funds from your savings and checking accounts.
- c. Obtain balance information for your savings and checking accounts.
- d. Make loan payments from your savings or checking accounts.
- e. Access your Personal Line of Credit and Home Equity accounts to make advances on your lines of credit.
- f. Determine if a particular item has cleared.

- g. Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- h. Verify the last date and amount of your payroll deposit.
- i. Obtain loan, savings, checking account histories, certificate of deposit (CD) information, hear rate line, office location and hours.
- j. Transfer funds between customer accounts (requires customer authorization and institution set-up).
- k. Change PIN (Personal Identification Number).
- l. Place Hot Card status on your lost or stolen ATM or debit card.

Your accounts can be accessed under the Private Line audio response service via a touch tone telephone only. Private Line service will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing. The institution reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks are payable to you as a primary tax owner and will be mailed to your address of record. The institution may set other limits on the amount of any transaction, and you will be notified of those limits. The institution may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call. Transfers must be completed prior to 4:00 p.m. EST to be considered current business day.

**5. Preauthorized EFT.** Preauthorized EFT means an electronic fund transfer authorized in advance to recur at substantially regular intervals.

- a. Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Institution will accept direct deposits of your paycheck or federal recurring payments, such as Social Security, to your savings or checking account.
- b. You may authorize the Institution to debit your account at another financial institution for deposits to your savings or checking account or for payments to your loan account.
- c. Upon instructions, you may authorized the Institution to debit your savings or checking account for recurring payments.

The following limitations on the frequency and amount of Preauthorized EFT transactions may apply:

- a. There is no limit on the amount or number of Direct Deposits per customer.
- b. All Preauthorized EFT credits are available by 9:00 AM on the Fed Settlement Date.
- c. All Preauthorized EFT debits are posted by 9:00 AM on the Fed Settlement Date.
- d. Savings accounts and Money Market accounts are limited to no more than six (6) preauthorized, automatic, or telephone transfers per month.
- e. Checking accounts are not limited to the number and frequency of preauthorized, automatic, or telephone transfers per month.

**6. NETeller (Home Banking).** If we approve Home Banking (personal computer home banking) access service for your accounts, you must use your Sign-On ID and Home Banking password to access your Account, Line of Credit, or Loan. You may choose your Sign-On ID. It may take up to three business days to process your initial request for NETeller access or to add/delete account access. A letter notifying you that the NETeller access is completed and providing your initial online banking password may be sent via U.S. mail to the address on file. You will need a personal computer and Internet Service Provider to access Home Banking. You are responsible for the installation, maintenance, and operation of your computer. The Institution will not be responsible for any errors or failures involving telephone service, Internet Service Provider or your computer.

**Online Password.** You will be provided a sign-on ID and Password that will give you access to your Atlantic Coast Bank accounts for NETeller access. The password can be changed within NETeller using the options button. You are required to change your password at least every 90 days. The Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

**Electronic Mail (E-mail).** Sending E-mail through NETeller is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of NETeller. To ensure the security of your account information, we recommend you use E-mail when asking specific questions about your account(s).

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising on in any way related to our response(s) to any E-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any E-mail or other electronic communication. We may respond to an E-mail communication provided by you to the address provided with the communication.

Any E-mail returned to us as undeliverable may be re-sent to you at any other E-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an E-mail address is no longer valid.

Although we have no obligation to do so, we reserve the right to require authentication of E-mails or electronic communications. The decision to require authentication is in the sole discretion of the Bank. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within NETeller or call Customer Care at 800-342-2824.

**Fees.** There are no monthly or transaction fees for accessing your account(s) through NETeller or for using the BILLpayer service. Fees may be assessed by your online service provider. All fees and charges applicable to your accounts and loans as disclosed in the agreements and disclosures for such accounts and loans will apply.

**New Services.** Atlantic Coast Bank may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

**Terms and Conditions.** Your online access may be canceled at any time without prior notice due to insufficient funds in one of your accounts. After cancellation, NETeller services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Atlantic Coast Bank Customer Care at 800-342-2824.

If you do not access your accounts through NETeller for any six-month period, the Bank reserves the right to disconnect your service without notice. Please note that your bill payment information may be lost if you are disconnected.

You agree to be responsible for any internet access charges incurred by accessing your Atlantic Coast Bank accounts through NETeller.

If you wish to cancel any of the services offered through NETeller, please contact Atlantic Coast Bank Customer Care at 800-342-2824 or send cancellation instructions in writing to Atlantic Coast Bank, 505 Haines Avenue, Waycross, GA 31501.

**Our Liability. EXCLUSION OF WARRANTIES. EXCEPT AS OTHERWISE REQUIRED BY LAW, BANK IS PROVIDING NETELLER AND BILL PAY SERVICES "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. BANK DOES NOT WARRANT THAT NETELLER OR BILL PAY SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF NETELLER OR BILL PAY SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.**

Except as specifically provided in this Agreement or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Atlantic Coast Bank or by internet service providers such as Netscape and Microsoft, or by internet access providers or by online service providers or by any agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, the online financial services or internet browser or access software.

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, we will not be liable for damages in the following events:

- a. If through no fault of ours, there is not enough money in your account(s) to complete the transaction, if any funds in your account(s) necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- b. If you used your NETeller of BILLpayer Service in an incorrect manner.
- c. If the computer you were using fails before the transactions were complete.
- d. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- e. If the funds in your account are pledged as collateral or frozen because of a delinquent loan.
- f. If the error was caused by a system of any internet service provider.
- g. If the electronic transfer is not completed as a result of your willful or negligent use of your access code(s).
- h. If the computer equipment you use to conduct the transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- i. Any other exceptions as established by the Institution.

At the present time, you may use NETeller to:

- a. Transfer funds from your savings and checking accounts.
- b. Obtain balance information for your savings and checking accounts. Current balance and activity information is available as of the close of the previous business day.
- c. Make loan payments from your savings and checking accounts.
- d. Access your Personal Line of Credit, and Home Equity accounts, to make loan advances on your pre-approved lines of credit.
- e. Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- f. Verify the last date and amount of your payroll deposit.
- g. Obtain loan, savings, checking account histories, and Certificate information.
- h. Transfer funds between customer accounts (requires customer authorization and institution set-up). If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.
- i. View items that have cleared your account.
- j. Change your NETeller password.
- k. Communicate directly with Atlantic Coast Bank through E-mail.

The following limitations on NETeller may apply:

- a. For security reasons there are limitations on the number of access retries for Home Banking.
- b. There is an inactive time limit for a customer, and a total time limit for a customer's session.
- c. This service may be interrupted for a time each day for data processing and periodically for normal system maintenance.
- d. Transfers must be completed prior to 4:00 p.m. EST to be considered current business day.
- e. Transfers completed after 4:00 p.m. EST or on a non-business day may affect your account balance immediately; however, funds will not be available for withdrawal until the next business day.
- f. Future dated or recurring transfers are processed after 4:00 p.m. on the scheduled business day. You may delete the transfer anytime prior to processing.

**Electronic Disclosures.** You specifically consent and agree that we may, in our sole discretion, provide all disclosures, agreements, contracts, periodic statements, receipts, modifications, amendments, and all other evidence of our transactions with you or on your behalf electronically (hereinafter all such documentation is referred to as "electronic record(s)"). You understand that electronic records may include information about your and your account,

including, but not limited to, your name, address, account numbers, check numbers and balance information. We may provide you any or all electronic records at any e-mail address provided to us below or we may post any or all electronic records at our NETeller home banking site on our website, [www.atlanticcoastbank.net](http://www.atlanticcoastbank.net). If we post electronic records on our website, we will send a notice to you within NETeller alerting you of the posting of such records. If we send a notice to you within NETeller, you will not receive a separate e-mail outside NETeller alerting you of the posting of such records; you must log in to NETeller from time to time to receive such notices. You agree that you will log in to NETeller at least once every 30 days to ensure you receive such notices. If we post electronic records on NETeller, the electronic records will remain available for at least ninety (90) days. We reserve the right to send any or all records to you in paper form to your current postal mailing address in our file.

You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. You may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records, write us at: 505 Haines Avenue, Waycross, GA 31501 Attention: Electronic Services. A fee to cancel this service or to request paper copies of these electronic records may be imposed as set forth in your Fee Schedule.

**7. BILLpayer (Automated Bill Payment Service).** This is an automated bill payment service that can be accessed by using a touch-tone telephone, or via the internet. Before you can apply for the Service, you must have a NETeller Sign-On ID and valid password. Once approved for BILLpayer, you can list all of the merchants to whom you want payments to be made. You may also designate which merchant is to receive single or recurring bill payments. The payee of a BILLpayer payment order will not receive payment for as many as five business days after we process the payment order. Any BILLpayer payment order received by us after 4:00 p.m. on a business day or on a non-business day will not be processed by us until the next business day. Your designated savings or checking account must contain sufficient available funds at the time the BILLpayer payment order is initiated for the payment order to be processed. We shall not be liable for any special, indirect or consequential damages arising from the failure or an error in any BILLpayer payment order.

To access the Service, logon to NETeller at [www.atlanticcoastbank.net](http://www.atlanticcoastbank.net). You will be responsible for controlling and the safekeeping of and access to, your password and Subscriber ID. You will need access to a personal computer and Internet Service Provider to access the Service via the Internet. You are responsible for the installation, maintenance, and operation of your computer. The Institution will not be responsible for any errors or failures involving the telephone service, Internet Service Provider or your computer. The Institution is not responsible for your acts or omissions or those of any other person, including without limitation, any transmission or communications facility, and no such party shall be deemed to be the Institution's agent.

The Institution is not responsible for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Institution's reasonable control. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Institution is not responsible for a Bill Payment if you did not properly follow the instructions for making a Bill Payment. The Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Institution after you learn that you have not received credit from a merchant for a Bill Payment. (For information about how to notify the Institution, see Customer Liability.)

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to the Institution. The Institution reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and the Institution has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You agree that the Institution, at its option, may charge any of your accounts to cover such payment obligations.

At present time, you may use the BILLpayer Service to:

- a. Set up Single Payments - A bill with a variable amount due with each payment.
- b. Set up Recurring Payments - A bill that is due on the same day each month and is always the same amount.
- c. Review bill payment transaction history.
- d. Access General Information about BILLpayer Service

The following limitations on BILLpayer Service may apply:

- a. Merchants must be located in the United States.
- b. No payments are remitted to Government Taxing Authorities.
- c. No payments are remitted to any court system.
- d. You must allow at least five (5) business days for each bill payment (single or recurring) to reach your merchant. You may schedule a payment at any time, but payments are actually sent to payees only on business days.
- e. Single payments are processed on the business day (generally Monday through Friday, except holidays) you designate the bill is to be processed, provided the payment request is received prior to the cut-off time which is currently 4:00 EST. Single bill requests received after the business day cut-off time, or at any time on a non-business day, will be processed on the next business day. The Institution reserves the right to change the cut-off time by giving you notice if it changes. With the exception of periodic system maintenance, the bill payment system is available for bill scheduling 24 hours a day, seven days a week.
- f. For recurring payment requests, if you designate a processing date of the 28th through the 31st of a month, processing will be initiated on the last calendar day of the month. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.
- g. You may add a new fixed payment to a merchant, only if the merchant is on your authorized list of payees, and by accessing the Service and entering the appropriate information.
- h. If you want to add a new merchant to your list of authorized payees, you may request the additional merchant while logged into BILLpayer. Most additions, deletions, or changes to your list of authorized payees can be made while logged into BILLpayer. The Institution reserves the right to refuse the designation of a merchant for any reason.
- i. Any bill payment can be changed or canceled, provided you call us prior to the cut-off time on the business day prior to the business day the bill is going to be initiated.
- j. The Institution is not responsible if a bill payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a merchant who is not on your authorized payee list.

k. Bill payments are taken from your designated account on the evening of the processing date you request, if funds are available. Your designated savings or checking account must contain sufficient available funds at the time the bill payment order is initiated for the payment to be processed.

l. You may change or stop a bill payment up until 4:00 PM EST of the processing date you originally gave us.

m. If you want to terminate another person's authority, you must notify the Institution by calling Customer Care at 1-800-342-2824 and requesting your NETeller password be changed.

**Changes to charges, fees or other terms.** We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you Online, if you have agreed to receive changes electronically, or send a notice to you at the address shown on our records. The notice will be posted or sent at least thirty days in advance of the effective date of any additional fees for Online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Truth in Savings Disclosure and Fee Schedule.

**Disclosure of Account Information.** You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank may also provide information about your account(s) to persons or companies the Bank believes would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, the Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account.

In addition to the above, we will disclose information to third parties about your account or the transfers you make: (i) Where it is necessary for completing transfers, or (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or (iii) In order to comply with government agency or court orders, or (iv) If you give us your written permission. You authorize the above described transfers and disclosures of information.

**8. Electronic Statements.** By entering into this Agreement, you are consenting to receive all future deposit and loan account periodic statements electronically through the e-mail address you provide to the Bank. You agree that the Bank will not be required to send you paper statements through the mail to your mailing address on record. You will notify the Bank immediately of any change in your e-mail address. You may request a paper copy of a periodic e-mail statement within 90 days from the date your e-mail statement is made available to you. Paper copies of periodic statements will be sent via U.S. mail upon receipt of such request. Normal processing fees may apply. We reserve the right, in our sole discretion, to send any or all records to you in paper form to your current postal mailing address in our file. To request a paper copy of your statement, you may contact us online at [info@atlanticcoastbank.net](mailto:info@atlanticcoastbank.net), or you may call our Customer Care Center at 800-342-2824, 912-283-4711 or 904-998-5500, or you may visit any of our branches. The normal statement copy fee is \$5.00 as of the printing of this disclosure. This fee is subject to change at any time, at our discretion.

You also agree that notices about your account, change in terms, future account disclosures or electronic funds transfer disclosures may be provided by us to you through electronic e-mail when we, in our sole discretion, decide to send such notices and disclosures to you electronically.

**Security and Confidentiality.** You agree to protect the information about your accounts, including the account numbers and your personal identification numbers that provide you access to your account statement through e-mail. You agree to promptly examine your account periodic statements when they are made available to you. You understand that your identification information and personal identification numbers and account numbers together or apart may allow unauthorized access to your account information. Data transferred through e-mail periodic statements is not encrypted. The Internet is not secure and data transmitted and e-mail communication occurs openly on the Internet and could be viewed or monitored by others. We cannot and do not warrant against this.

**Communications between Atlantic Coast Bank and You.** You may e-mail us at [info@atlanticcoastbank.net](mailto:info@atlanticcoastbank.net)

**Liability for Multiple Users of Your Account.** You hereby release us from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized another person to perform a transaction or to access your account(s) and/or you have given personal information, personal identification codes, or account numbers to such person, or, in the case of a jointly held account, the person is one of the owners of the account. you agree to indemnify and hold us harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from such claims or actions.

**Change in Terms.** We reserve the right to change or amend this Agreement from time to time and provide notice of it to you through e-mail or the US mail.

**Your Right To Terminate.** You may, at any time terminate your use of the electronic periodic statement service and resume mailing of paper periodic statements by notifying Atlantic Coast Bank through e-mail, the US mail or by telephoning Atlantic Coast Bank. Inquiries or requests by mail should be sent to: Atlantic Coast Bank, P.O. Box 1256, Waycross, GA 31502. You may contact us by phone at (800) 342-2824, 912-283-4711 or 904-998-5500.

**Our Right To Terminate:** We may, at our discretion, cancel your ability to access the Services at any time and for any reason providing notice to you through e-mail, the US mail, or by telephone.

To Receive Electronic records, you need a computer with internet access, an internet browser with 128 bit encryption capability, and Adobe Acrobat Reader version 4.0 or above. You represent that you have such equipment and software and that you can download, access, read, print and store the electronic records we provide to you.

**Liability for Loss.** Except where the law requires a different standard, you agree that neither we, nor our parent company, if any, subsidiaries, affiliates, or the service providers shall be responsible for damages, errors, loss, property damage or bodily injury, whether caused by the equipment, software, us, or by the internet browser providers such as Netscape Navigator, or Microsoft Explorer, or by internet access providers, or by online services providers, or by any agent or subcontractor of any of the above. Nor shall we, or the service providers, be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, internet browser, access software, this agreement, the unavailability of electronic services, or any errors in information provided through this service, even if we, or a service provider, have been advised of or are otherwise aware of, the possibility of, except as limited by applicable law. The maximum aggregate liability of the Bank for all claims arising out of our relation to this agreement, regardless of the form or cause of action, shall be the lesser of the amount you originally paid for the service or one hundred U.S. Dollars.

We will not be liable to you for any consequential, incidental or indirect damages arising from the use, misuse or lack of availability of the electronic delivery services, or for any loss of any data, even if we have been informed of the possibility of such damages. We make no warranty to you about the equipment or the software, merchantability or fitness for a particular purpose.

You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication. We may respond to an e-mail communication provided by you to either the address provided with the communication or your e-mail address on file with us.

Any e-mail returned to us as undeliverable may be re-sent to you at any other e-mail address that we have in your file, unless you have previously informed us through electronic or written notice that an e-mail address is no longer valid.

Although we have no obligation to do so, we reserve the right to require authentication of e-mails or electronic communications. The decision to require authentication is in our sole discretion. We will have no obligation, liability or responsibility to you or any other person or company if we do not act upon or follow any instruction to us if a communication cannot be authenticated to our satisfaction.

**Severability.** Each provision of this agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any part or provision of this agreement, that particular part or provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement.

**Cumulative Remedies.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies.

These rights and remedies are given in addition to any other rights the parties may have by law, ordinance or otherwise.

**Delay/Force Majeure.** The obligations of Atlantic Coast Bank shall be suspended to the extent required when the obligations are hindered or prevented from being performed because of labor disputes, war, riots, civil commotion, acts of God, fires, floods, failure of suppliers and/or subcontractors to perform, failure of power, restrictive governmental law and/or regulations, storms, accidents or any other cause which is reasonably beyond the control of Atlantic Coast Bank.

**Privacy Policy.** Please refer to our separate Privacy Disclosure notice for complete information about Atlantic Coast Bank's Privacy Policy.

**Choice of Law.** This agreement shall be governed and interpreted under Florida and Federal Law.

**Arbitration of Disputes.** If either you or we have any un-resolvable dispute or claim concerning the electronic statement service, it will be decided by binding arbitration under the expedited procedures of the commercial financial disputes arbitration rules of the American Arbitration Association (AAA). Arbitration hearings will be held in Atlantic Coast Bank's Deerwood Office. A single arbitrator will be appointed by the AAA and will be a retired judge or attorney with experience or knowledge in banking transactions. The arbitrator will award the filing and arbitrator fees to the prevailing party. A court may enter a judgment on the award of the Arbitrator.

## **9 CONDITIONS OF EFT SERVICES.**

**1. Ownership of Cards.** Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person.

**2. Honoring the Card.** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund. In the event any savings account and/or checking account is overdrawn, we may, at our option, clear the item(s) by making a cash loan advance and will charge finance charges at our annual percentage rate in accordance with the terms of your credit plan with us from the date the overdraft occurred until the loan is paid. The Institution is not subject to claims or defenses arising out of goods or services cardholder purchases with the Card.

**3. Security of Access Code(s).** You may use one or more access code(s) with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access code(s). You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Institution. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the institution suffers a loss, we may terminate your EFT service immediately.

**4. Joint Accounts.** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Institution may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

**5. Provisions of Agreement.** Customer or card holder agrees to indemnify the institution for any amounts, including but not limited to expenses, court costs and attorney fees, incurred by the institution in the event of an overdraft or Cardholder's failure to perform according to the provisions of this Agreement.

**Fees and Charges.** There are certain charges for electronic funds transfer services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law. See current Fee Schedule.

**Customer Liability.** You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit other persons to use any EFT service, Card or access code, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if someone has used any EFT service, Card or access code or otherwise accessed your accounts with us without your authority, 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.

**VISA Check card purchases:** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number (PIN) which are not processed by Visa. Visa is a registered trademark of Visa International Service Association. We may require that you submit a police report or identity theft report prior to any reimbursement.

Your Visa Check Card also allows you to conduct transactions on the Pulse, Amex, Visa and MasterCard debit networks, which will generally require you to enter your Personal Identification Number (PIN). Some merchants are authorized to accept no-Visa debit transactions without requiring you to enter your PIN, such cardholder actions include the following: initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN. To initiate a Visa transaction on your Visa branded debit card would include the following cardholder action: signing a receipt, providing a card number over the phone or via the Internet or swiping the card through a point-of-sale terminal. Only Visa transactions initiated through Visa are afforded the added protections in the above paragraph. All other transactions are subject to the liability limits set forth below (Other EFT Transactions).

**Other EFT transactions:** For all other EFT transactions, including ATM transactions, if you tell us within two (2) business days of discovery that your Card or code has been lost or stolen, you can lose no more than \$50 if someone accessed your account without your permission. If you do not tell us within two (2) business days after you learn that your Card has been lost or stolen or that there has been unauthorized use of an EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500. Also, if your statement shows EFT transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may be liable for the following amounts if we can prove that we could have stopped someone from making the transfers if you had told us in time: (i) for unauthorized VISA Check Card purchase transactions; up to the limits set forth above; and (ii) for all other unauthorized EFT transactions, or if you fail to satisfy the conditions above; up to the full amount of any loss incurred after the sixty (60) days. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card, PIN and/or access code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at: (800) 342-2824 or write to: Atlantic Coast Bank, 505 Haines Ave., P.O. Box 1256, Waycross, GA 31502.

## 10. RIGHT TO RECEIVE DOCUMENTATION.

**1. Periodic Statements.** You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**2. Terminal Receipt.** You will get a receipt at the time you make any transaction for amounts greater than \$15.00 (except inquiries) involving your account using one of our ATM/POS terminals, or Card transaction with a participating merchant.

**3. Direct Deposit.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (800) 342-2824, by using NETeller, by using Private Line, at our ATMs, or at any of our Kiosks. This does not apply to transactions occurring outside the United States.

**Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agency or court orders; or
- d. If you give us your written permission.

**Business Days.** Our business days are Monday through Friday, excluding holidays.

**Institution Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, we will not be liable for damages in the following events:

- a. If, through no fault of ours, there is not enough money in your account(s) to complete the transaction, if any funds in your account(s) necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- b. If you used your Card or access code in an incorrect manner.
- c. If the ATM where you are making the transfer does not have enough cash.
- d. If the ATM was not working properly and you knew about the problem when you started the transaction.
- e. If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- f. If the money in your account is subject to legal process or other claim.
- g. If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- h. If the error was caused by a system of any participating ATM network.
- i. If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- j. If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- k. Any other exceptions as established by the institution.

**Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made.

**Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay is required to tell you, 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.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address in the institution's records. Notices from you will be effective when received by the institution at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you of changes as required by applicable law. Use of this service is subject to existing regulations governing the institution account and any future changes to those regulations. Changes in the terms and conditions of the Account may affect the use of the Card. Notice to any cardholder will be notice to all cardholders.

**Errors.** In case of errors or questions about electronic funds transfers from your savings and checking accounts, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call Customer Care at (800) 342-2824 or write to: Atlantic Coast Bank, 505 Haines Ave., P.O. Box 1256, Waycross, GA 31502.

- a. Tell us your name and account number.
- b. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe the institution has made an error or why you need more information.
- c. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If the error involves a VISA Check Card purchase, we will tell you the results within five (5) business days. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for VISA Check Card purchases) for the amount you think is in error, so that you will have the use of the money during the time it takes for us 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 recredit your account. For transactions initiated outside the United States or in the event there are transfers resulting from a point-of-sale transaction, we will have ninety (90) business days instead of forty-five (45) calendar days, unless otherwise required by law, to investigate your complaint or question. If your claim is made within thirty (30) days of account opening, we will provisionally credit your account within twenty (20) business days and may take up to ninety (90) calendar days to conduct our investigation. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other customers' rights to privacy) relied upon to conclude that the error did not occur.

**Termination of EFT Services.** You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping the use of your Card and any access code. You must return all Cards to the institution. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the institution terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

**Governing Law.** This agreement is governed by the institution's Bylaws, Federal laws and regulations, the laws, including applicable principles of contract law and regulations, of the state in which the institution's main office is located, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the institution is located. Although the sales, cash advances or other slips or receipts that Cardholder signs or receives when using Card and/or PIN may contain different terms, this Agreement is the sole Agreement that applies to all Transactions related to the Card and/or PIN except as stated herein.

**Enforcement.** In the event either party brings a legal action to enforce the agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs,

including fees on appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the institution is located, if allowed by applicable law. To be effective, any waiver or modification of any term or condition stated in this Agreement must be in writing and signed by an authorized officer of the institution and shall not be considered as a waiver of any future or other obligation or right. In the event that any paragraph of this agreement or portion thereof is held by a court to be invalid or unenforceable for any reason, the other paragraphs and portions of the Agreement shall not be invalid or unenforceable and will continue in full force and effect.

**11. ATM/NIGHT DEPOSITORY SAFETY NOTICE.** The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- a. Be aware of your surroundings, particularly at night.
- b. Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- f. If you are followed after making a transaction, go to the nearest public area where people are located.
- g. Do not write your personal identification number or code on your Card.
- h. Report all crimes to law enforcement official immediately.

**12. What You Need to Know about Overdrafts and Overdraft Fees:** An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We may cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

**What are the standard overdraft practices that come with my account?**

We may authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to.

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

Fees and more details regarding overdraft services are disclosed within the Fee Schedule and within the disclosure entitled "Atlantic Coast Bank ATM and One-Time Debit Opt In/Out Form" provided to you at account opening and upon request.

You understand that even if you check your account balance immediately prior to using your card, items such as checks you have written or recent credit/debit activities may not yet have been posted to your account. You may also, for example, have sufficient funds to use your card, but still cause an overdraft on a check that had not yet been processed. If you want to avoid an overdraft, you agree to reconcile your account by checking your periodic statements and any outstanding unpaid items before using your card.

**13. ADDITIONAL LIMITATIONS FOR SAVINGS AND MONEY MARKET ACCOUNTS.** You may make up to six (6) pre-authorized, automatic, telephone or audio response transfers to another account of yours or to a third party during any calendar month.

If you have any questions or require current rate and fee information, see our Fee Schedule, or call Customer Care at: (912) 283-4711, (904) 998-5500 or 1-800-342-2824.