

Classic City Bank Online Banking Terms and Conditions

This agreement (“Agreement”) states the terms and conditions that apply when using Online Banking, the Online Banking product offered by Classic City Bank. The terms and conditions of this Agreement are in addition to those that apply to any account(s) you have with us or any other services you obtain from us. You must follow all instructions and procedures applicable to the services covered by this agreement. Your initial use of Online Banking services indicates your agreement to be bound by this agreement and acknowledges your receipt and understanding of this document.

The term “Online Banking” means our Service that allows you to transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer or mobile device. Please read this entire Agreement prior to use of this Service. By using the Service, you agree to comply with the terms and conditions of this Agreement.

“We”, “us”, “our” or “CCB” refers to Classic City Bank. “You” and “Your” means each person who establishes an Online Banking account with us or who uses or is authorized to use your Online Banking User ID or Password or other means of access we establish or approve.

ACCOUNT AGREEMENTS

The terms and conditions in this Agreement are in addition to any deposit account agreements you have with CCB, including, but not limited to, your signature card, CCB Schedule of Fees, CCB Electronic Fund Transfer Disclosure, any loan agreement you have with CCB, and any change of terms and notices.

USER IDENTIFICATION NUMBER AND PASSWORD

To access our Service, you must use the Online Banking User ID or other means of access we establish together with a Password of your choosing. Anyone to whom you give your Online Banking User ID or Password or other means of access will have full access to your accounts even if you attempt to limit that person’s authority.

SECURITY

In order to maintain secure communications and reduce fraud, you agree to protect the security of your Online Banking User ID and Password, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Service to maintain the security of our site and its systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). It is your responsibility to change your Password in intervals. It is your responsibility to create a strong Password.

Additionally, under no circumstances, will a CCB employee request your Password via the Internet, email or by any other means. DO NOT respond to such a request, even if the individual claims to represent CCB.

ACCOUNT OWNERSHIP

To subscribe to Online Banking, you must maintain at least one deposit account with the Bank. Online Banking will allow you to access more than one account, to view account balance(s) and transaction information, transfer funds among designated accounts, send electronic mail to the Bank, and receive electronic mail from the Bank. The Bank reserves the right to deny you the ability to access Online

Banking, to limit access or transactions or to revoke your access to Online Banking without advance notice to the Customer.

You may not designate any account that requires more than one signature for withdrawals.

ONLINE BANKING TRANSACTIONS

You, or someone you have authorized by giving them your Online Banking User ID and Password or other means of access (even if that person exceeds their authority), can instruct us to perform the following transactions:

- Make transfers between your qualifying accounts;
- Obtain information that we make available about your qualifying accounts; and
- Obtain other services or perform other transactions that we authorize.

CCB reserves the right to deny access to an account or to deny transactions under circumstances reasonably determined by CCB.

LIMITS ON ONLINE BANKING TRANSACTIONS

You must have sufficient available funds or credit in any account from which you or an authorized user instructs us to make a payment or transfer. You should refer to the deposit agreements and signature cards for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Service are counted against the permissible number of transfers described in the Deposit Agreements.

OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS

We will make any reasonable effort to complete a payment or transfer on time and in the correct amount according to our account agreement with you. Examples of situations in which CCB has no liability for completing payments or transfers include, but are not limited to, the following:

- If, through no fault of ours, you do not have sufficient available funds or credit in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
- If any payment or transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent when you attempted to conduct the transaction.
- If you have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with incorrect or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.
- If the funds in the account from which a payment or transfer is to be made are subject to legal process or other claim that restricts the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite precautions that we have taken.

EQUIPMENT AND SOFTWARE

You are responsible for the installation, maintenance, and operation of your computer and/or mobile device and its software. CCB is not responsible for any errors or failures from any malfunction of your computer and/or mobile device or its software. CCB is also not responsible for any computer and/or mobile device virus or related problems that may be associated with the use

of any online system including CCB's online banking products. CCB highly recommends the use of manufacturer endorsed virus detection software.

BUSINESS DAYS

Our Service is generally available 24 hours a day, 7 days a week, except during maintenance periods. However, we only process transactions and update information on business days. Our business days are Monday through Thursday (9:00 AM – 4:30 PM EST) and Friday (9:00 AM – 5:00 PM EST). Federal Bank holidays are not included. Any banking transactions or payments made on a day that is not a business day or made after closing time on a business day will be treated as if they were made on the next CCB business day.

Account information displayed through Online Banking is current information. Funds transfers between account(s) initiated using Online Banking and received by the bank by 6:00 PM EST Monday through Friday will be effective on the current business day. Funds transfers initiated and received after 6:00 PM EST Monday through Friday or on any other non-business day will be effective the following business day.

DOCUMENTATION

The Bank will not provide any receipt or documentation of any transfers other than the regular monthly statement associated with the banking account. Any transfer will be accompanied with a corresponding confirmation number. You should print this confirmation number and use it to verify the transfer on your monthly statement.

STATEMENTS

Your Online Banking payments and transfers will be indicated on your periodic statements we provide or make accessible to you for your accounts. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or statement information.

ELECTRONIC MAIL (EMAIL)

Electronic mail to the bank may be delayed; therefore, if you need the bank to receive information concerning your account immediately, you must contact us in person or by telephone (i.e. stop payments, to report a lost or stolen debit card or to report unauthorized use of your account). We shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail.

YOUR LIABILITY

You are liable for all transactions that you or anyone that you authorize performs, even if the person you authorize exceeds their authority. If you have given someone your Online Banking User ID and Password or other means of access and want to terminate that person's authority, you must change your password or other means of access or take additional steps to prevent further access by such person.

If you notify CCB within two (2) business days of an unauthorized payment, you can lose no more than \$50.00. If you do not tell us within two (2) business days after you learn of the loss or theft of your Password or account number(s), and we can prove we could have stopped someone from using your Password or account number(s) without your permission if you had notified us, then you could lose as much as \$500.00.

Also, should your statement show bank transactions or payments that you did not make or authorize, please tell us immediately. If you do not tell us within 60 days after the statement was mailed, you may not get back any of the money you lost if we can show that we could have stopped the unauthorized banking transaction(s) or payment(s) if you had notified us in time. You agree to assist CCB in its efforts to recover any funds that were transferred or paid without your permission or consent.

ERRORS OR QUESTIONS

This error resolution notice applies to consumers only.

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within ten (10) business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate complaints or questions concerning foreign-initiated transfers, or up to forty-five (45) days to investigate all other electronic transfers. If we need this extended time to investigate, we will provisionally credit your account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete the investigation. If we decide no error occurred, we will send you a written explanation within three (3) business days after our investigation is completed. You may ask for copies of the documents we used in our investigation by sending a request to:

CLASSIC CITY BANK
P.O. BOX 7238
ATHENS, GA 30604

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account, the banking transactions(s) or the payment(s) you make only in the following situations:

- Where it is necessary for completing banking transactions or bill payments.
- In order to verify the existence and condition of your account(s) to a third party, such as a credit bureau.
- In order to comply with laws, government agency rules or orders, or officials having legal authority to request such information.
- If you instruct us to do so.

UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR ONLINE BANKING USER ID OR PASSWORD

If you believe your Online Banking User ID, Password or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at (706)

222-2265, email us at info@classiccitybank.com or write the bank at Classic City Bank, P.O. Box 7238, Athens, GA 30604.

JOINT ACCOUNTS

The provisions of this "Joints Accounts" section apply if your accounts subject to the Service with us are joint. Each of you is jointly and severally obligated under the terms of this agreement as well as the original account agreement(s) governing your joint accounts. Each of you acting alone may perform transactions, obtain information, terminate this agreement, or otherwise transact business, take actions or perform under this agreement. We are not required to obtain the consent of, or notify either of you of actions taken by the other. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make any claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your internet banking accounts. Each of you agrees to indemnify us and hold us harmless from and against any and all liability (including, but not limited to, reasonable attorney fees) arising from any such claims or actions.

FEES

You agree to pay all fees applicable to the Service. These fees are listed in our schedule of fees and are subject to change from time to time. Without limiting the generality of the foregoing, you agree that we may impose a fee for research requested by you. You authorize us to deduct all fees from your primary service account or, to the extent your primary service account lacks sufficient funds, from any of your other accounts maintained with us. You also acknowledge that these fees are in addition to any costs you incur for the telephone service or Internet service provider you use to access the Service.

NEW SERVICES

Classic City Bank may, from time to time, offer and introduce new online banking products and services. We will notify you of these new services and products. By using these services when they become available, you agree to be bound by the rules which have been communicated to you concerning these services.

TERMINATION OF ACCOUNT ACCESS

If, at any time, you do not comply with the terms of this Agreement and the agreement that governs your deposit accounts that you can access through this Service, we can terminate your access to those accounts.

Your account can be terminated for non-payment of fees (if applicable) or if your accounts are not properly maintained with us.

ALERTS

Your enrollment in Classic City Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. We reserve the right to terminate its alerts service at any time without prior notice to you.

METHODS OF DELIVERY

We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

ALERTS VIA TEXT MESSAGE

To stop alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Online Banking. For help with SMS text alerts, text “HELP” to 99588. In case of questions please contact customer service at 706-222-2265 or info@classiccitybank.com. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

LIMITATIONS

Classic City Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Classic City Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

ALERT INFORMATION

As alerts delivered via SMS, email, and push notifications are not encrypted, we will never include your passcode or full account number. **You acknowledge and agree that** alerts may not be encrypted and may include your name and some information about your accounts, **and anyone with access to your alerts will be able to view the contents of these messages.**