

Terms and Conditions of Your Account

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(1) 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.

Beneficial Ownership. You understand and agree that federal regulation requires us to obtain, verify and record information about the Beneficial Owners of Legal Entity Customers. If you are a Legal Entity Customer, you agree to provide us immediately with information and documentation that we request about both your Beneficial Owners and any other person(s) or entity(ies) having any direct or

ARBITRATION: THIS AGREEMENT CONTAINS PROVISIONS FOR BINDING ARBITRATION. WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

indirect equity interest in you. Further, you certify and confirm that you will notify us immediately should you have any changes to your Beneficial Owners or any other person(s) or entity(ies) having any direct or indirect equity interest in you. Should you fail to notify us of any such change, you confirm and certify to us that the Beneficial Owner and other ownership information previously provided is complete, accurate and up-to-date.

“Beneficial Owner” has its meaning set forth in 31 CFR 1010.230(d) and includes each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of a Legal Entity Customer, as well as a single individual with significant responsibility to control, manage, or direct a Legal Entity Customer.

“Legal Entity Customer” has its meaning set forth in 31 CFR 1010.230(e) and includes a corporation, limited liability company, or other entity that is created by filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed under the laws of a foreign jurisdiction that opens an account.

(2) Agreement. This document, along with any other documents we give you pertaining to your account(s), including without limitation and as applicable, truth in savings disclosure, our funds availability policy, electronic fund transfer disclosure, privacy policy, fee schedule, etc., is the contract that establishes rules which control your account(s) with us. If a service we offer has a separate agreement, and there is a conflict between the terms of this agreement and the separate agreement, the terms of this agreement will govern unless provided otherwise in the separate agreement. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement and your deposit relationship with us are governed by and subject to the substantive laws of the state indicated in our address on the signature card for your account, without giving effect to such state’s choice of law principles, applicable federal laws, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such laws or rules). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

You and we agree that venue for any lawsuits, claims, or other proceedings arising from or relating to this agreement or your deposit account relationship with us, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will lie exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

As used in this document the words “we,” “our,” and “us” mean MidSouth Bank, and with respect to any Arbitration Agreement and/or Waiver of Jury Trial provision set forth in this document, such terms also mean and refer to MidSouth Bank and its current and former parent(s), subsidiaries, affiliates, employees, officers, directors, agents, controlling persons and representatives, as well as any other person or company who provides any services in connection with an account, as may exist from time to time. The words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. If there is more than one owner or authorized person, then these words mean each account owner or authorized person separately, and all account owners and authorized persons jointly. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Whether you are an Alabama customer or a Florida customer for purposes of this document is determined by the state indicated in our address on the signature card you signed to open this account. Any change of address by you does not change the governing law established by the signature card when the account was opened.

“Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

(3) Liability. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) Deposits. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence. If you give us cash that we later determine to be counterfeit, we may charge your account for the amount we determine to be counterfeit. If we discover an error or discrepancy in any deposit, we may make correcting entries and notify you of the correction. However, if any errors or discrepancies with respect to a deposit total less than \$10, you acknowledge and agree that we may elect, in our sole and absolute discretion, not to correct such discrepancy, regardless of whether such discrepancy is in our favor or in your favor. You and we waive any and all claims and demands against each other with respect to any discrepancy that we elect not to correct. We may change our standard adjustment amount from time to time without notice to you.

You agree that any of our employees may open and count any deposit that a teller did not count in front of you, including coin deposits, cash deposits, and each deposit made through the mail or a night depository. You agree not to dispute that employee's determination of the amount you delivered. The funds will be accepted for deposit after the counting has been completed and we have verified the amount.

We will not be liable for any errors resulting from the use of a counter deposit slip, whether completed by you or one of our employees.

(5) Withdrawals.

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Stale-Dated and Postdated Checks. A stale-dated check is one that is dated more than six (6) months in the past. If a stale-dated check is presented for payment against your account, we may pay the check and charge your account for it. A postdated check is one which bears a date later than the date on which the check is written. We may pay and charge your account for a postdated check even though payment was made before the date of the check. If you do not want us to pay a stale-dated or postdated check, you must place a stop payment order on it.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three (3) days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient available funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) the overdraft fee is \$40¹ per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ($\$120 - \$80 = \$40$) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ($\$120 - \$50 = \$70$). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three (3) days for the adjustment to be made). Because the amount of this other transaction (\$60) is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$40¹ according to our overdraft fee policy. You will be charged the overdraft fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Posting and Processing Order. We may post transactions to your account and pay items presented for payment in any order and using any methodology or protocol that we choose. You acknowledge and agree that we may change the posting and payment order, methodology or protocol that we use at any time and from time to time without notice to you. In the event that you do not have sufficient available funds in your account to pay all items or withdrawals presented to us on a given day, we may pay such items or honor such requests in any order we choose, and we may return items or refuse payment requests in any order we choose. You will be responsible for the payment of any fees that are imposed as a result of our decision-making process, and you agree that we will in no way be liable to you in the event the method and order that we choose to post transactions and pay items result in higher aggregate fees being charged against your account than other methods and ordering protocols that may have been used.

¹ This amount is solely for purposes of illustration. The actual overdraft fee applicable to your account may be higher or lower than this amount.

Generally, we post deposits and other credits received by us before the deposit cut-off time first and then we post withdrawals (debits) such as electronic debits and checks by categories and priorities within the category. Within each category, items are posted in a particular order. We first process withdrawals/payments that we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, online bill pay transactions, wire transfers and teller-cashed checks. Other electronic transactions, such as preauthorized ACH payments and checks, are posted next. You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories and the posting orders within a category. We may add or delete categories at any time without notice to you.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your truth in savings disclosure for additional information.

Examining Checks. We receive checks in great volume. This and compliance with expedited funds availability laws requires us to use automated check processing procedures. Although we may visually review a sample of checks and other items from time to time, reasonable commercial standards do not require us to do so. If we do visually review any check or other item, we may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. We may return the item unpaid if, in our opinion, it does not bear a signature matching any specimen signature we have on file for your account. You agree, however, that we will not be liable to you for honoring any check or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us. We may elect in some cases to make further inquiries about certain checks or other items that are presented for payment against your account. If we are unable to contact you, or take other steps, to determine with reasonable certainty that you authorized these payments, we may either pay the checks or other items or return them unpaid without any liability to you.

(6) Ownership of Account, Beneficiary Designation, and Rights at Death. These rules apply to this account depending on the form of ownership and beneficiary designation specified on the account records when you opened the account. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. The categories of ownership, beneficiary designation, and rights at death included on your signature card have the following meanings:

Ownership of Account.

Single-Party Account. Such an account is owned by one party.

Multiple-Party Account (*Alabama customers only*). Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

Multiple-Party Account (*Florida customers only*). Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

Multiple-Party Account – Tenancy by the Entireties (*Florida customers only*). The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

Rights at Death.

Single-Party Account. At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship (*Alabama customers only*). At the death of a party, ownership passes to surviving parties. If two (2) or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two (2) or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Multiple-Party Account With Right of Survivorship (*Florida customers only*). At the death of a party, ownership passes to the surviving party or parties.

Multiple-Party Account Without Right of Survivorship. At the death of a party, the deceased party's ownership passes as part of the deceased party's estate.

Single-Party Account With Pay-on-Death Designation. At the death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation. At the death of the last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

(7) Business, Organization, and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity. You agree to notify us promptly in writing of any change in the legal status of the organization, its name, or in the authority of any person to act for the organization.

(8) Stop Payments. Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral, your stop-payment order will lapse after fourteen (14) calendar days, unless otherwise provided by law, if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

We are not required to accept a stop payment request on an official check, a cashier's check, teller's check, a certified check, or a money order. If an instrument you purchase is lost or stolen, you may obtain a replacement instrument, provided that we have not already paid the lost instrument. To obtain a replacement instrument or get your money back, you must execute such affidavits and indemnification agreements and/or furnish such bonds as we may require in our discretion. In general, your claim will become enforceable in 90 days. Once it becomes enforceable, we may issue a replacement instrument or refund your money if we have not already paid the lost instrument.

Our stop-payment cutoff time is 4:00 pm on the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(9) Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six (6) per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

(10) Amendments and Termination. We may change any term of this agreement at any time. We may add new terms or delete or amend existing terms. We may convert existing accounts and services into new accounts and services. Rules governing changes in interest rates and fees are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will ordinarily give you reasonable notice in writing or by any other method permitted by law. However, we may also make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this agreement, the then-current version of this agreement supersedes all prior versions and governs your account. If you continue to use the account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close this account as provided in this Agreement. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect illegal or fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice.

We may also close this account at any time without advance notice, except that we may require you to give us seven (7) days advance when you intend to close your savings or interest-bearing checking account by withdrawing your funds. See Notice of Withdrawal in the

the section Withdrawals. We may close your account, convert your account to another account type or change your account's overdraft capability at our discretion due to excessive overdrafts. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

(11) Notices. Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. You agree that you will not send nonpublic private financial information to us via unsecure email. When we inform you of changes affecting your rights and obligations, we do so by delivering or otherwise making a notice available to you. In some cases, we may post a notice of a change in our banking offices or on our website. Otherwise, we mail the notice to you or, if we have agreed on this method, we provide it to you electronically. We may provide a notice as a message on your statement or as an insert with your statement. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file or, if we have agreed to deliver communications electronically, when it is transmitted or made available to you. Notice to any one of you is notice to all of you and is effective for all account owners.

(12) Statements.

We will mail the periodic statement to the address for the account in our records, unless you and we have agreed to a different means for the delivery of statements. You agree to notify us immediately in writing of any change in your mailing address for the delivery of statements. If any statement is returned to us because of an incorrect address, we may suspend sending statements to you until you notify us of your correct mailing address, or we may, at our sole discretion and without obligation, use any source available to us to update and/or validate the accuracy of your mailing address and begin sending statements to such updated and/or validated address. If you do not provide notice of change of address, we may send notices, statements and other correspondence to you at the address maintained on our records for your account and you agree to indemnify and hold us harmless for doing so. If you have requested us to hold, rather than mail your statements, we may refuse your request, but if we agree, you are considered to have received the statement when we make it available. You will be responsible for the same care in reviewing the statements and related items as if they were mailed.

If you do not timely receive any account statement, you shall notify us as soon as possible but in no event later than 10 calendar days after such account statement would ordinarily be received by you.

Your Duty to Report Problems and Unauthorized Transactions. Problems and unauthorized transactions include suspected fraud; missing deposits; unauthorized electronic transfers; missing, stolen, or unauthorized checks or other withdrawal orders; checks bearing an unauthorized signature, endorsement or alteration; illegible images; and counterfeit checks.

You are responsible for reviewing your statements, checks and other items as soon as they are made available to you to determine if there are any unauthorized transactions or problems with your account. If you discover any unauthorized transactions, alterations or other discrepancies, you must promptly notify us by phone and in writing of the relevant facts.

If we provide you with access to your account via the internet, then for purposes of your duty to examine your statements, checks and other items and report errors, discrepancies and unauthorized transactions, statements, checks and items will be deemed to be "made available" on the day the subject debit occurred, whether you accessed your account through the internet or not.

If you fail to comply with your duty to examine your statements, checks and other items and report errors, discrepancies and unauthorized transactions, in addition to any and all other rights and remedies available to us, we shall have the defenses contained in §4-406 of the Uniform Commercial Code, as amended ("UCC"), as adopted in the state in which your account was established. In addition, if your claim involves a series of items containing unauthorized signatures or alterations by the same wrongdoer, or conspiracy of wrongdoers, you shall be precluded from asserting against us any unauthorized signature or alteration by the same wrongdoer or conspiracy of wrongdoers on any item paid in good faith on or after 14 calendar days after the first statement was sent or made available to you. By this provision, you and we intend to define a reasonable time period for the examination of bank statements for purposes of the "Repeater Rule," or the "Same Wrongdoer" rule as provided in §4-406(d) of the UCC.

Without regard to the care or lack of care of either you or us, if you fail within 30 calendar days after the statement or item is sent or made available to discover and report with respect to an item (i) your unauthorized signature, (ii) any unauthorized or missing endorsement, or (iii) any alteration on an item, you shall be precluded from asserting against us the unauthorized signature, the unauthorized or missing endorsement or alteration on that item. This absolute preclusion applies (i) to each item that you fail to report within 30 calendar days and (ii) regardless of the legal theory you assert. By this provision, you and we intend to shorten the absolute statutory preclusion period for unauthorized signatures and alterations specified in 4-406(f) of the UCC and to establish a contractual condition precedent for reporting claims involving unauthorized or missing endorsements.

Except for transactions covered by the Electronic Fund Transfers Act or unauthorized debits involving Substitute Checks, you must report any other problems with your account within 30 calendar days of the date we send or make available the statement or items, failing which you will be precluded from asserting the problem against us, even if we fail to exercise ordinary care in the transaction.

In the event you authorize any third person, such as a bookkeeping service, an employee, or agent of yours, to retain possession of or prepare items or make deposits, you agree to assume full responsibility for any errors or wrongdoing by such third person or any of its employees if we pay such items or allow the negotiation of any part of a deposit, including receiving any cash back. If you are a business, or you have someone write, issue, or mail your checks or to make deposits, you agree not to entrust the writing of checks and the reconciliation and review of account statements and notices to the same person. You agree that we may deny a claim for loss due to forged, altered or unauthorized checks or endorsements if you fail to follow these procedures.

When you give signed checks to another party with the payee, amount, date or other provision left blank, you agree that your account may be charged for the check as completed.

We may honor items drawn on your account by authorized signers, even if the items are made payable to them, to cash or for deposit to their personal accounts. You agree that we have no duty to investigate or question items, withdrawals or the application of funds.

In the event you voluntarily give your account number to a third person by telephone or any other method, you authorize the recipient of the information to initiate debits to your account and you will be liable for all debits initiated by such person or company.

If there are any unauthorized transactions or suspicious activity on your account, including unauthorized checks or debits on your account or lost, stolen or missing checks, we strongly recommend that you close your current account and open a new one. If you do not do so, you agree that we are not liable to you for any subsequent debits, unauthorized transactions, losses or damages that occur on your account.

You agree to complete such affidavits and documents we deem necessary to process any claim you make regarding your account. You also agree that you will provide all reasonable cooperation to us in the civil or criminal prosecution of (i) any party responsible for any unauthorized withdrawals from your account or (ii) any party who has made an unauthorized endorsement on any item payable to you if such item was deposited or negotiated by us. Your failure to comply with these procedures may result in a denial of your claim. If your claim relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making a claim against us in connection with any transaction involving your accounts. You agree to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. We do not have to provisionally credit your account while we investigate except as required by law.

As between you and us, if you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 30 days. Failure to examine your statement and items and report any errors to us within 30 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (*For consumer accounts only*). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Special Terms Regarding Electronic Fund Transfers For Non-Consumer Accounts. If your account is not established primarily for personal, family, or household purposes, you acknowledge and agree that the Electronic Fund Transfers disclosure does not apply to your account or to any electronic fund transfers to or from your account. To the fullest extent permitted by law, you agree that in no event will we be liable to you under this Agreement, or in performing or failing to perform, or in erroneously performing, any electronic transactions, for special, indirect or consequential damages, including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages, or for any other damages whatsoever, notwithstanding any other provisions of this Agreement to the contrary. You acknowledge and agree that this Agreement and any other related agreements with us set forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any and all electronic fund transactions to or from your account, whether authorized or unauthorized, and we shall have no liability to you for any unauthorized electronic fund transaction or inquiry, except as otherwise expressly provided in a written agreement between you and us, or as required by applicable law. You agree that we, in our discretion, may from time to time impose limitations and restrictions on the number, frequency, and dollar amount of electronic transactions, as well as restrictions on the types of available transactions, with or without notice to you. In addition, you agree to comply with any limitations or restrictions that otherwise apply to your account(s) and may affect electronic fund transfers or inquiries.

(13) Direct Deposits. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(14) Setoff. We may (without prior notice and unless prohibited by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(15) Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(16) Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

(17) Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(18) Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

(1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient available funds in your account, you still owe us the remaining balance.

(19) Unlawful Internet Gambling Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

(20) ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial 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. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

(21) Facsimile Signatures. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(22) Convenience Account Agent (Florida Single Party Accounts only). A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account or the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

(23) Agency (Power of Attorney) Designation (Alabama Single-Party Accounts only). A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept an agent.

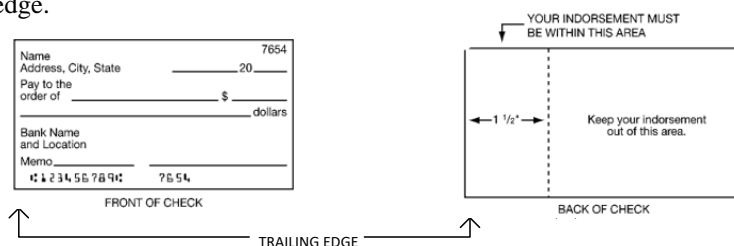
(24) Restrictive Legends or Indorsements. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement, or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

(25) Account Transfer. This account may not be transferred or assigned without our prior written consent.

(26) Indorsements. We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

(27) Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(28) Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

(29) Credit Verification. You agree that we may make any inquiries that we consider appropriate to help us verify your identity and determine if we should open, maintain, collect or close your account. This may include verification of employment and obtaining consumer reports or other reports from consumer reporting agencies. 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.

(30) Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient available funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(31) Security. It is your responsibility to protect the account numbers, PIN numbers, and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as online account access, email or text alerts and notifications, positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

(32) Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

(33) Monitoring and Recording Telephone Calls and Consent to Receive Communications. You agree that we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. You expressly agree and consent that we may contact you using an automatic telephone dialing system, pre-recorded voice, voicemail or messaging service, text messaging, email messaging or

otherwise and leave you a voice, prerecorded or artificial voice message or send you a text message, email or other electronic message for any purposes, including the servicing and/or collecting of your account, and for any other informational purposes. **By signing or otherwise entering into this Agreement, you also expressly agree that we may deliver or cause to be delivered to you advertisements or telemarketing messages via autodialed calls, pre-recorded voice messages, text or email messages at any telephone number, email address, or any other contact information you provide to us in order to offer you products and services that may be of interest to you.** You agree that we may contact you at any telephone number, including, but not limited to, your home telephone number and cellular telephone number; at any email address; or using any other contact information that you provide to us at any time whether in connection with the opening of your account or thereafter. You agree to notify us promptly if any of your contact information changes and only give us telephone numbers and email addresses that belong to you and at which you may be contacted.

You agree that this consent is valid regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further agree that any communication received by us via e-mail will be responded to in the same manner to the same email address(es) from which the e-mail was sent and that any communication by email constitutes your agreement to accept notices and other important communication from us by email.

You agree that you are not required to provide this consent as a condition to receiving any product or service from us and acknowledge that you have the right to revoke this consent or change or remove any of the telephone numbers or email addresses at any time by notifying us in writing at PO Box 8743, Dothan AL 36304.

(34) Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. We will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss.

You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(35) Withdrawal Penalties (and involuntary withdrawals). We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your truth in savings disclosure for additional information.

(36) Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(37) Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(38) Waiver of Notices. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

(39) Additional Terms.

Abandoned or Dormant Accounts. If you do not use your account or notify us in writing of your current mailing address, or if statements or notices we send you are returned undelivered, your account and deposits may be presumed abandoned after a specified period of time, as provided by applicable law, or may be considered dormant or inactive according to our internal policies and procedures. To the extent not prohibited by applicable law, abandoned or dormant accounts are subject to a reasonable service charge in addition to any usual service charges applicable to the accounts. If we consider your account to be inactive or dormant under our policies and procedures, we also may (to the extent not prohibited by applicable law) refuse to pay items drawn on or payable out of the account, stop sending account statements, and/or stop paying interest on the account. Accounts that are presumed to be abandoned will be remitted to the state in which the account is maintained in accordance with such state's unclaimed property statute or other applicable law.

Communications by E-mail and Internet. You agree that if an email from us to you is undeliverable, we have no duty to resend the information. You understand and agree that there are risks associated with emails and with the Internet and that we cannot guarantee the authenticity, privacy or accuracy of information sent or received by email or the Internet or the authority of persons using your email address and/or computer to send or receive information. You assume all risks of communicating via email and/or the Internet. **DO NOT EMAIL NONPUBLIC PERSONAL FINANCIAL INFORMATION TO US.** You release us and agree that we are not liable to you for losses or damages resulting from the interception or unauthorized use by a third party of any information transmitted via email or the Internet and/or the use of email or the Internet for the transmission of information. You agree that you are responsible for your computer and Internet address. You acknowledge and agree that we do not warrant that the e-statement service will be uninterrupted, timely or secure or will meet your requirements or expectations.

Check Retention. You authorize us to retain a copy at our expense of all checks, drafts and/or debit or credit advices for your account. The original documents will be destroyed after they have been copied. The copies will be available for such period as is required under applicable law. All copies produced are subject to a research fee. To produce a copy, we need the account number, the check number, the exact amount of the check, and the date the check was paid. You agree that our retention of checks and other items does not alter or waive your responsibility to examine your statements or change the time limits for providing notice to us of forged or altered items, or other errors.

Force Majeure. You agree that we will not be liable for any loss or damage due to delays or failure to perform resulting from circumstances beyond our reasonable control (such as telecommunications or electrical outages and malfunctions, postal strikes or delays, computer system failures or natural disasters). The time, if any, required for such performance under this Agreement shall be automatically extended during the period of such delay or interruption.

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY

(40) Arbitration Agreement. By opening or continuing to use your account with us, you understand and agree with us that for “Claims” described below:

- **You are giving up your right to go to court including your right to have such Claims decided by a jury or judge;**
- **You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;**
- **You are giving up your rights to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.**

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the establishment of a deposit account by us for you, you and we agree that Claims will be subject to mandatory, binding arbitration pursuant to the Federal Arbitration Act (9 U.S.C. § 1 *et seq*) subject to the following terms and conditions. Except as may otherwise be expressly set forth below, you and we agree that either party may elect to resolve by **BINDING ARBITRATION** any claim, dispute or disagreement between you and us, whether asserted in a direct or representative capacity and whether arising before or after the effective date of your account agreement (any “Claim”). The term “Claim” includes but is not limited to any claim arising out of or in any way relating to: (1) the account agreement; (2) any account or transaction involving you and us; (3) any alleged contract or tort relating in any way to the account agreement or any account or transaction or your relationship with us; or (4) any damages incurred on or about our premises or property; provided, that, the term “Claim” does not include any claim or dispute involving any other transaction or activity that is governed by a separate contract between you and us that has its own dispute resolution provision. **Notwithstanding the foregoing terms of this paragraph, this agreement to arbitrate shall not apply to any Claim which relates in any way to (a) “consumer credit” for which you are a “covered borrower” under the Military Lending Act Regulation, 32 C.F.R. § 323.3, or (b) any “consumer credit transaction” secured by a dwelling, subject to the Truth in Lending Act Regulation at 12 C.F.R. § 1026.36(h).**

WHEN ARBITRATION IS INVOKED FOR CLAIMS SUBJECT TO ARBITRATION, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM AND YOU WILL NOT HAVE THE RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION. YOU SHOULD READ THIS ARBITRATION AGREEMENT CAREFULLY BEFORE YOU OPEN AN ACCOUNT. IF YOU DO NOT UNDERSTAND IT, YOU SHOULD NOT OPEN AN ACCOUNT; INSTEAD, YOU SHOULD ASK YOUR ATTORNEY TO EXPLAIN IT TO YOU.

You agree that the transactions and activities relating to your deposit account with us and governed by this agreement involve interstate commerce as set forth in the Federal Arbitration Act which provides for the enforceability of binding arbitration.

The arbitration shall be administered by the American Arbitration Association (the “AAA”) under its Commercial or Consumer Arbitration Rules, as applicable. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow the Federal Rules of Evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitrator's

findings, reasoning and award shall be set forth in writing. The arbitrator(s) shall have the authority to award attorneys' fees, costs and expenses if authorized by applicable law. Any in-person arbitration hearing will be held at a location that is reasonably convenient to all parties. If you are an individual or consumer, and upon a reasonably sufficient showing of hardship, your arbitration costs and fees may be advanced, deferred or borne by us in keeping with the AAA Rules and its Consumer Due Process Protocol. We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. Or, you may contact the AAA directly at 1-800-778-7879 (toll free) or at www.adr.org.

This agreement to arbitrate also extends the election of binding arbitration to our employees, officers, directors and other representatives if you make a Claim against any such person that is predicated in whole or in part on the facts underlying your Claim against us.

Each party also has the option of filing an action in small claims court, or your state's equivalent court, regarding any Claim or dispute within the scope of such court's jurisdiction. But if a Claim is transferred, removed or appealed from such court to a different court, you and we then have the right to demand arbitration of the Claim. Except as expressly permitted in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of similarly situated persons, or brought as private attorney general or on another similar representative basis. For any Claim subject to arbitration, you may not participate in a class action in court or in a class-wide arbitration, either as a plaintiff or claimant, class representative or class member.

Any dispute regarding whether a particular Claim is subject to arbitration, including any claim of unconscionability and any dispute over the enforceability of this agreement to arbitrate disputes, shall be decided by the arbitrator(s). If any term or provision of this agreement to arbitrate is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision. This agreement to arbitrate disputes and waiver of jury trial shall survive your death, the closing of your account and the termination of any of your business or transaction(s) with us, and any bankruptcy to the extent consistent with applicable bankruptcy law.

This agreement to arbitrate does not limit the right of you or us, whether before, during or after any arbitration proceeding, to exercise self-help remedies such as set-off, recoupment, repossession, trustee's sales and the like or to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief.

This agreement to arbitrate is part of your deposit account agreement with us. Your consent to this agreement is established by your use of the deposit account or the use of the deposit account by any authorized co-owner, account holder or representative of yours.