

**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1 ET SEQ. AND AS PROVIDED BY THE SOUTH CAROLINA UNIFORM ARBITRATION ACT.: S.C. CODE ANN. §§ 15-48-10 ET SEQ.**



## Master Online Banking Agreement

---

### Online Banking Agreement and Electronic Fund Transfer Act Disclosure

- 1) Welcome to Online Banking; This is Our Agreement with You.
  - a) The use of Online Banking requires that you read and agree to the terms and conditions of this Online Banking Agreement ("Agreement"). If you choose to not accept this Agreement, by clicking the "I Disagree" button, then you will be returned to the Countybank ("CB") home page and you will not be enrolled in Online Banking. Any use of Online Banking by you or anyone you authorize is your acknowledgment that you have read, understand and agree to all terms and conditions of this Agreement. **If you do not agree to the terms and conditions in this Agreement, do not register for Online Banking or any Bill Payment Service.**
  - b) By entering into this Agreement, you certify that you are at least 18 years of age or older. You agree to comply with all applicable laws and regulations in connection with our Online Banking.
  - c) **Prohibited Transactions.** You agree not to use or attempt to use Online Banking to: (a) engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) breach any contract or agreement by which you are bound, (c) engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Bank has no obligation to monitor your use of Online Banking for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that the Bank reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Agreement.
  - d) Your use of Online Banking is governed by: (i) this Agreement, (ii) our Fee Schedule and Interest Disclosures, (iii) all implementation, enrollment and setup forms, (iv) any user guides and instructions we provide to you on using Online Banking or any of our services, (v) all other agreements applicable to the deposit or loan Accounts you access through Online Banking, without limitation including the Deposit Account Terms and Conditions, (vi) our Privacy Policy, (vii) any applicable overdraft protection agreement, (viii) the terms of use for particular services and our website, and (ix) any other applicable loan or Account agreement as any of the foregoing may be amended from time to time (collectively, all agreements other than this Agreement are referred to as our "Other Agreements"). In addition, if you have enrolled in mobile banking services or

remote deposit services (or do so in the future), your use of Online Banking via those services is also subject to the applicable agreement(s). Such documents, disclosures and policies represent the sole and exclusive agreement between you and the Bank regarding Online Banking and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof. The terms and conditions of the agreements and disclosures for each of your deposit and loan Accounts continue to apply notwithstanding anything to the contrary in this Agreement. In the event of any conflict between this Agreement and any other agreement governing your deposit or loan Accounts, this Agreement will control.

**2) Consumer Protection Provisions; Provisions Not Applicable to Non-consumer Accounts.**

- a) Consumer Account Provisions. Certain provisions of this Agreement apply only to Consumer Accounts, as defined below. The consumer protection provisions of the federal Electronic Fund Transfer Act and Regulation E of the Board of Governors of the Federal Reserve apply only to electronic fund transfers involving Consumer Accounts.
- b) Non-consumer Accounts. If your Accounts are owned by an entity other than a natural person or were established primarily for business, commercial or agricultural purposes, then any Online Banking electronic fund transfer using your login credentials will be considered an "authorized use," and your liability for any Online Banking transaction relating to that Account will be unlimited, notwithstanding the provisions of the Federal Electronic Fund Transfer Act, Regulation E, or any standardized literature or disclosures we may send you.

**3) Definitions of Terms used in this Agreement.**

- a) "Bank," "CB", "we," "our," and "us," refer to Countybank, headquartered in Greenwood, South Carolina.
- b) "You" and "your" refer to any person that is a signer on an Account or a representative who has the authority to access the Account through Online Banking.
- c) "Account" or "Accounts" refer to your deposit and loan accounts established at the Bank, including lines of credit.
- d) "Authorized Representative" refers to a person with authority with respect to an Account. You can designate an Authorized Representative in your Account records, in an agreement with the Bank.
- e) "Business Day" means any day Monday through Friday, except days in which the lobby of the Bank is closed. All holidays recognized by the Federal Reserve will be considered non-Business Days.
- f) "Bill Payment Service" means a third party bill payment service or electronic bill presentment service that is available through Online Banking.
- g) "Consumer Account" means a checking or savings Account established by an individual primarily for personal, family or household purposes.
- h) "Electronic message" means an electronically transmitted message that allows the text to be displayed on equipment in the recipient's possession (such as a modem or internet equipped personal computer). An electronic message is considered written notice for purposes of this Agreement.
- i) "Online Banking" means the Internet-based banking service provided by the Bank through this

Agreement. "Online Banking" may also include the commercial online banking service (referred to and marketed as "Access CB") provided by the Bank.

- j) "Password" is the secret word or phrase that You select.
- k) "Transfer Instructions" are instructions You give us through Online Banking to transfer funds between Accounts You can access through Online Banking.
- l) "User ID" means the unique user name that you select when establishing Your Online Banking relationship with us.
- m) "Website" refers to the Bank's Online Banking website which is found at **www.ecountybank.com**.

**4) Minimum Hardware and Software Requirements to Use Online Banking.** To use Online Banking, You need:

- a) A personal computer ("PC"), operating system and telecommunications connections to the Internet capable of supporting the foregoing.
- b) An Internet browser that supports 128-bit encryption, such as the most current versions of Internet Explorer, Firefox, Safari and/or Google Chrome.
- c) A valid e-mail address on file with us, and e-mail software capable of interfacing with standard e-mail protocols.
- d) Sufficient electronic storage capacity on your computer's hard drive or other data storage unit.
- e) Adobe Acrobat Reader is required to view all electronic disclosures. To download a free copy, please go to <https://get.adobe.com/reader/>.
- f) Security Device(s) as required by the Bank for applicable services.
- g) We may update these requirements at any time in our sole discretion. You are solely responsible for having the required hardware and software and for securing an Internet service provider. You also are responsible for any and all fees relating to communications carriers (e.g., telephone, cable, DSL or satellite), software providers (other than software that we may provide you) and/or Internet service fees that may be assessed by Your communications carrier and/or Internet service provider.

**5) Access to Online Banking.** In addition to the hardware and software requirements above and having an Account with us, in order to use Online Banking, you must have a User ID and Password. Once you have completed the first time log-in screen, you will be asked to reset your Password. Thereafter, you may change your Password at any time. We recommend that you change your Password regularly and memorize it. Do not write it down. It is your responsibility to remember your Password; we do not maintain a record of it. Your Password must contain a minimum of 6 characters and may not exceed 10 characters and must be comprised of 4 numeric and 2 alpha characters. You are able to reset your Password through Online Banking or by contacting our Countybank customer support number at **800-726-8689**.

**6) Electronic Disclosures and Communications.** Unless otherwise required by applicable law or pursuant to your written request, in the event that we are required to provide a notice or other communication to you in writing, that notice or other communication may be sent to you electronically to your e-mail address as reflected in our then current records.

- a) You agree that we may send notices and information about our products or services to you

electronically, to the extent allowed by law. Any notice we give you concerning Online Banking and/or your Accounts is effective when we send you an electronic message or when we mail or deliver the notice to you at the address we have for you in our Account records. Any notice we send you will be deemed to have been received by you within three days of being sent. If any of your Accounts has more than one co-owner, notice to any one co-owner will be considered effective notice to all. You may request a paper copy of the information up to sixty (60) days after receiving our electronic message. Subject to applicable law, updates to this Agreement, as well as all disclosures, notices and other communications regarding Online Banking will be provided to you within our Online Banking website. You can obtain free copies of any of these documents by contacting our Countybank customer support number at **800-726-8689**.

- b) You will continue to receive all of the paper Account statements and other bills and similar Account material that you currently receive by mail, unless you are enrolled in eStatements or become enrolled in eStatements in the future. If you wish to withdraw your consent to receive communications provided in electronic form, you must notify us in writing at Countybank, Post Office Box 3129, Greenwood, South Carolina 29648. Further information regarding email and secure messaging is set forth below. You agree that these are reasonable procedures for sending and receiving electronic communications.

**7) Use of Your User ID and Password.** When you sign onto Online Banking using your User ID and Password, along with the other Security Devices (when applicable) which are provided to you, you authorize us to follow the instructions we receive relating to your Accounts and to charge and credit your Accounts according to those instructions. Because your User ID and Password are the principal security measures to protect access to your Accounts, you agree to keep all User ID and Password information confidential and to take all reasonable precautions to protect the secrecy of this information. You acknowledge that no person from the Bank will ever ask for your Password and that our employees do not need and should not ask for your Password. You therefore agree never to provide your Password to anyone claiming to represent us. If you give your User ID or Password or make it available to another person, you authorize that person to access your Accounts through Online Banking and to give the Bank instructions relating to your Accounts as an authorized user. You also authorize us to comply with those instructions even if that person exceeds your authorization. The Bank has no responsibility for establishing the identity of any person who uses your Password. You agree that you are liable for any transaction received by the Bank that includes your Password.

- a) Except to the extent prohibited by applicable law or regulation, you will be deemed to have expressly authorized any Online Banking transaction facilitated through the Website:
  - i) initiated by you, at your direction, with your User ID and Password, or with your consent (whether expressed or implied),
  - ii) initiated by an agent or Authorized Representative with respect to any Account which you may access through Online Banking,
  - iii) initiated by a member of your household, whether or not related to you,
  - iv) initiated by any person (or that person's agent) who is the owner or co-owner of any Account which you may access through Online Banking,
  - v) which results in the transfer of funds between Accounts you may access through Online Banking, even if subsequent transfers out of the Accounts benefit someone else,
  - vi) which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable), or

- vii) which you contend is unauthorized, unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we reconstitute your Account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer.
- b) Any person initiating the foregoing transactions will be deemed an authorized user except to the extent prohibited by applicable law or regulation.

**8) Security; Reliance on Your Instructions.** You understand the importance of your role in preventing misuse of your Accounts through Online Banking and you agree to promptly examine your periodic paper and/or electronic statement for each of your Bank Accounts as soon as you receive it. This obligation is in addition to any obligations you have in your Account Agreements or Other Agreements to promptly review your statements and report errors.

- a) You agree to protect the confidentiality of your Account and Account number, your User ID and Password, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself or together with information related to your Account, may allow unauthorized access to your Account. Your User ID and Password are intended to provide security against unauthorized entry and access to your Accounts. Data transferred via the Online Banking system utilizes identification technology to verify that the sender and receiver of the system transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored and read by others. We recommend that you use the secure messaging feature within the Online Banking system.
- b) We will rely and act on instructions we receive through Online Banking. You are responsible and liable for those transactions to the extent allowed by law and as provided in this Agreement and all of our Other Agreements with you. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. You agree that you have been provided with this Agreement which includes security procedures that will be used to authenticate transactions through Online Banking. You agree our security measures in place are commercially reasonable security measures and that we may rely upon any instructions we receive upon authentication using these agreed upon security procedures.

**9) Virus and Other Protection.** You are responsible for taking and maintaining security precautions to protect your computer, data, and system. You agree that we are not responsible for any electronic virus, spyware, or malware that you may encounter using the Bank's Online Banking system. We encourage you to routinely scan your PC and any removable storage devices using any up-to-date, reliable virus, spyware, and malware protection product to detect and remove any virus, spyware, and malware found. Undetected or unrepaired, a virus, spyware, or malware may corrupt and destroy your programs, files and even your hardware. You are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing and backing up any data and information stored in or on your operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems or accessed through an Internet connection.

**10) Transfers You May Make Using Online Banking.**

- a) Subject to any other applicable agreements, you can make the following transfers using Online

Banking:

- i) Transfers Between Deposit Accounts – You can transfer funds between your deposit Accounts with us (i.e., checking or savings Accounts).
  - ii) Transfers from Your Deposit Accounts to a Loan Account – You can transfer funds from a deposit Account to a loan Account to make loan payments.
  - iii) Transfers from Lines of Credit – If you have a line of credit with us and subject to any other restrictions that the Bank may place on the Account, you may use Online Banking to obtain an advance on that line, within your credit limit, and deposit it to a deposit Account.
  - iv) Bill Payments – If you sign up for BillPay, CB's Bill Payment Services, you may pay bills directly from your deposit Accounts in the amounts and on the days you request. Bill Payment Services are provided by a third party. See below for more information on Bill Payment Services.
    - (1) Transfers Outside CB to Accounts you Own at Other Banks (“External Transfers”) – For consumer deposit Accounts, you may transfer funds to and from your CB Accounts from/to your accounts at other banks. International transfers are not supported.
    - (2) Popmoney (Person-to-Person Payment Service) – For consumer deposit Accounts, if you enroll in the Popmoney service, you may initiate a payment to a party maintaining a deposit account at an institution within the United States or you may receive a payment from a third party within the United States.
  - v) Transfers from Loans – In the future we may offer the capability of making transfers of loan funds to your deposit Accounts. If we do offer the feature, you will be told when you obtain the loan.
- b) Your use of Online Banking to conduct these services is subject to the terms and limitations stated in this Agreement, any applicable agreement for a particular service, and the applicable instructions and disclosures we provide you. This Agreement, our Other Agreements with you, and our disclosures may limit your ability to initiate transactions, including limits or restrictions on the number and dollar amount or types of transactions that we may from time to time impose. As new services become available, by your use of such services, you agree to be bound by this Agreement and amendments to this Agreement regarding the new services and any additional rules which we provide you concerning the new services.
- 11) Accounts You May Access – Deposit Accounts and Linked Credit Lines and Loans.** Subject to any restrictions we may impose from time to time, you may access any of your deposit Accounts at the Bank through Online Banking. All deposit Accounts and line of credit Accounts on which you are an Account owner, authorized signer or borrower may be linked. If you have a line of credit (e.g., overdraft protection line of credit or a linked Home Equity Line of Credit (“HELOC”)), you agree that the available portion of a line of credit may be accessed through Online Banking. You understand and agree that the provisions of the agreement relating to your line of credit will govern overdrafts, automatic advances to maintain the minimum balance necessary to avoid Account service charges, and direct advances resulting from your use of Online Banking.
- 12) Online Banking Provides You with Real-Time Account Information.** By using our Online Banking, you can get Account information conveniently and immediately on your Account. Balance information shown for

your deposit Accounts is for the “Current Balance.” The Current Balance is the balance less any holds and includes certain debits and credits which have taken place since the close of the previous banking day, for example, ATM deposits and withdrawals, cash deposits, wire transfers and other online activity. Transaction history information is available for your current statement cycle plus the previous statement cycle.

**13) Email; Text Alerts.**

- a) **Email and Secure Messaging.** Conventional email is not a secure method of communication, and we strongly recommend that you not send confidential information, such as account numbers and other financial information, using email. You acknowledge that you understand the risk of using email and that we are unable to guaranty the authenticity, privacy or accuracy of information received or sent via email or to monitor the authorization of persons using your email address. E-mail messages sent to the Bank are the property of the Bank. When you enroll in Online Banking, you must provide a primary email address and you agree to keep your email address current at all times. In our emails to you, we may also include information about Online Banking services which may be of interest to you. We will not send you email requesting confidential information such as your Account number, User ID, or password. If you are contacted by anyone requesting this information, do not provide it and contact us immediately. You understand and agree that we may not immediately receive any email and that we are not responsible for acting on any email until we have received and had a reasonable opportunity to respond. If you believe an unauthorized person has obtained access to your email account, you agree to immediately contact us so we can take steps to cease e-mail communications to you at that address. You agree that we have no obligation to monitor any email address or access device utilized by you or the source of any communication received from your email address. You agree to release us, indemnify us, and hold us harmless from any claim or liability resulting from or connected to any communications sent or received using email.
- b) **Alerts.** You may set alert messages (“Account Alerts”) regarding your Online Banking Account(s) by completing our Account Alerts enrollment process. Via the enrollment process, you will set the Accounts and types of Account Alerts you wish to receive. In addition, we may send you Account Alerts automatically for security purposes when, for example, changes are made to your online User ID, password, e-mail address, or other credentials or when we have suspended or terminated access to your Account. We may change, suspend, or terminate the Account Alerts service at any time without prior notice. As part of enrollment, you must designate an email address and/or mobile phone number to which the Account Alerts will be delivered. By enrolling, you consent to delivery of the Account Alerts to the email address and/or mobile phone numbers you designate, and you are responsible for any charges and fees imposed by your cellular phone service and Internet service provider. You must notify us of any changes to any email address or mobile phone number provided by you for Account Alerts and, upon notifying us of any changes, we will have a reasonable time make such changes. We will not include your full Account number in Account Alerts, however, you understand and acknowledge that Account Alerts may contain information regarding Account balances, transactions, and other confidential information. You understand that anyone with access to the email address or mobile phone provided for Account Alerts may be able to access this information. It is your responsibility to secure and protect your email, mobile phone, computer, and User ID and Password in order to protect the confidentiality of information contained in Account Alerts. We do not guarantee the delivery or accuracy of Account Alerts and shall not be liable for any (i) delay in delivery, failure to deliver, or mis-delivery of an Account Alert; (ii) any errors contained in an Account Alert or any incomplete information contained in an Account Alert; or (iii) any action or inaction you or anyone else takes in reliance on an Account Alert.

**14) Internal Transfers with Other CB Accounts.** Subject to any applicable transfer limitations set by the Bank, Online Banking permits you to transfer funds from a deposit Account to any other deposit Account, from a

deposit Account to a loan Account to make payments, and from the available portion of your line of credit with us to a deposit Account. In the future Online Banking may also permit you to transfer loan funds from a loan to a deposit Account. When initiating a New Scheduled Transfer, the "transfer date" is the date you enter for the transfer of funds from one Account to another. You should always check Online Banking for the current balance in a given account. However, generally, the following timing will apply to transfers:

- a) **Express Transfers.** Express Transfers (one-time only) that transfer funds from a deposit Account to another deposit Account, line of credit or loan Account will generally be processed simultaneously if the transfer request is made before 5:00 p.m. Eastern Time (ET) on a Business Day (4:30 p.m. ET for Access CB customers). For example, if you transfer funds from Account 1 to Account 2, the funds will be debited from Account 1 and credited to the available balance in Account 2 simultaneously if the transfer request is made on a Business Day prior to 5:00 p.m. ET (4:30 p.m. ET for Access CB customers). The funds will be available immediately upon the transfer for withdrawal from Account 2 through an ATM or debit card transaction or at a teller window, and will also be available to honor checks or other items presented for payment against Account 2 in the nightly processing following the transfer. If we receive your transfer instructions after 5:00 p.m. ET (4:30 p.m. ET for Access CB customers), the transferred funds may be credited to your Account as of the next Business Day following the date you initiated the transfer.
  - b) **Scheduled Transfers.** Scheduled Transfer of funds from a deposit Account to a line of credit or loan Account will be processed as follows: (1) the transfer will be debited from your deposit Account when you execute the transfer on the transfer date (regardless of the day or time we receive your instructions); and (2) the transfer will be credited to Account during our nightly processing of the loan Account. The transfer will be credited to your line of credit or loan Account on the transfer date if (i) the transfer date you designate is a Business Day and (ii) we receive your instruction to transfer the funds to your loan Account no later than 5:00 p.m. ET (4:30 p.m. ET for Access CB customers) on the transfer date. If you designate a non-Business Day as the transfer date, or if we receive your transfer instructions after 5:00 p.m. ET on the transfer date, the transferred funds may be credited to your loan Account as of the next Business Day following the transfer date.
  - c) **Line of Credit or Loan Transfers.** Transfers of funds from a line of credit Account (or loan Account, when available) to a deposit Account will generally be processed simultaneously if the transfer request is made before 5:00 p.m. ET (4:30 p.m. ET for Access CB customers) on a Business Day.
- 15) **External Transfers.** Subject to any applicable transfer limitations (discussed below), Online Banking permits you to transfer funds between your deposit Accounts at CB and your accounts at other financial institutions in the United States. You are responsible for enrolling and verifying your non-CB accounts that you wish to use for these transfers. You agree that you will attempt to enroll accounts only for which you have the authority to transfer funds. External Transfers can be initiated on either a one time or recurring basis. CB cannot guarantee the transfer or return of funds if another financial institution does not respond in a timely manner. We may make any External Transfers through any payment system or Automated Clearing House processor selected by us. You agree that External Transfers made through any Automated Clearing House processor are subject to the National Automated Clearing House Association ("NACHA") rules.
- a) **Outbound Transfers.** Outbound transfers are transfers from your CB Account to your account at another financial institution. Funds will be debited from your CB Account on the Business Day after you direct us to initiate processing of the transfer and typically will be credited to the receiving account on the third Business day after the transfer is initiated.
  - b) **Inbound Transfers.** Inbound transfers are transfers to your CB Account from your account at another financial institution. Funds will typically be debited from your non-CB account on the



Business Day after you direct us to initiate the transfer and will be credited to your CB Account on the third Business day after the transfer is initiated.

- c) **Limitations; Fees.** External Transfers are subject to limitations on amount and frequency established by the Bank's external transfer provider, which may vary at any time; the external transfer provider will provide notice for any decrease in the transaction limits. In addition, even if the proposed transfer is within the limits applicable for your Account, we may (but are not obligated to) refuse or cancel a transfer or disable the services if: (i) any of your deposit Accounts with us is not current or in good standing; (ii) you have two (2) overdrafts or items returned for insufficient funds within a thirty (30) day period or (1) one overdraft or item returned for insufficient funds if the amount of such item is over \$500; (iii) you had any prior transfer cancelled, revoked or uncompleted due to stopped payments, being over the limits set on the Account, frozen accounts, fraud, or similar reason; or (iv) in our sole discretion we determine that you have abused the service. In addition, we must receive your instruction to initiate an external transfer prior to the applicable cutoff time on the day the transaction is scheduled to be processed. The applicable cutoff time to initiate external transfers using the online banking system is 5:00 p.m. ET (4:30 p.m. ET for Access CB customers) on a Business Day. If we do not receive your instruction before that time, we may process the transaction on the next Business Day. External Transfers are subject to the applicable fees set forth in our Schedule of Fees.
- 16) **Limitations on Transactions.** For savings and money market Accounts, applicable federal regulations impose certain limits to pre-authorized, automatic, and telephone transfers (including online transfers) to six per statement cycle. Loan payments to us are not included in these limits. For security reasons, we may impose additional limits on the frequency, number, and dollar amounts of transactions you can perform using Online Banking. In addition, as noted herein, we reserve the right to refuse to pay any person or entity to which you may direct a payment through Online Banking. You will be notified by the bill payment provider if the bill payment provider decides to refuse to pay a person or entity designated by you; however, this notification is not required if you give instructions to make any payment which is otherwise prohibited under your agreement with us.
- 17) **Overdrafts.** If your use of Online Banking overdraws your deposit Account and the overdraft is not covered by an approved line of credit relating to the overdrawn Account, you agree to make immediate payment to us of the amount of any such overdraft, together with related service charges as disclosed in our Schedule of Fees. The Bank may approve an overdraft through Online Banking as provided in the Other Agreements and the agreement governing that specific Account.
- 18) **Preauthorized (Recurring) Payments.**
- a) **Right to Stop Electronic Payments and How to Do So.** If you have told us in advance to make regular payments out of a deposit Account, you can stop these payments. Here's how:
- i) Write us at: Countybank Online Banking, Post Office Box 3129, Greenwood, South Carolina 29648, or call us at 800-726-8689, in time for us to receive your request three Business Days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within 14 days after you call, or visit a local branch. We do charge a fee to request a stop payment on a recurring electronic payment initiated through Online Banking. Refer to fee schedule received at account opening.
- b) **Notice of Varying Amounts.** If these regular payments may vary in amount and are made from a Consumer Account, the company you are going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be.

- c) **Liability for Failure to Stop Payment of Preauthorized Transfer (for Consumer Accounts Only).** If we receive a signed confirmation (which must include accurate information provided by you to us) from you to stop one of these electronic payments from a Consumer Account three Business Days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages.

**19) Stopping Payment of Checks. APPLICABLE TO ACCESS CB CUSTOMERS ONLY**

- a) You may also use Online Banking to stop payment of a check you have written on your deposit Account. Any stop payment request must precisely specify the Account number, the check number, and the amount, date and payee of the check. You acknowledge that if you provide us with incorrect information, even if the information is a close approximation of the actual information, we will not be liable for payment of the check. The check stop payment order must be given in the manner required by law and must be received by us in such a time and manner as to afford the bank a reasonable opportunity to act on it. Without limiting the foregoing, we will not be liable for cashing a check within one Business Day of receiving a stop-payment order for the check.
- b) A check stop payment order will automatically expire six (6) months after receipt unless you renew it by completing a new check stop payment order. Only the person who initiated the check stop payment order can cancel it by coming into the branch and signing a release form. Your initial sign-in using your User ID and Password will serve as authorization in regard to an online check stop payment order.
- c) Stop payment orders through Online Banking will only be accepted on checks written on non-consumer Accounts. There is a fee for each Online Banking check stop payment request. The fee will be charged automatically to your deposit Account the same day the stop payment is placed on the system. Please be aware, Online Banking cannot be used to stop payment on a cashier's check or official check. For stop payment orders on cashier's checks/official checks, please contact CB at 800-726-8689 or visit your local branch to complete necessary paperwork.

**20) Electronic Bill Payment ("Bill Pay")**

- a) Through our Website, in addition to Online Banking, you can access a bill payment service offered by a third party (the "Bill Payment Service") that will allow you to electronically pay third parties. Bill payments you schedule with the Bill Payment Service will be debited to your deposit Account in accordance with the instructions to the Bill Payment Service.
- b) You will need to enter into a separate agreement with the Bill Payment Service if you want to use its payment services. That agreement will govern your relationship with the Bill Payment Service and addresses, among other things, applicable charges and fees imposed by the Bill Payment Service, permissible types of payments and limitations, liability for unauthorized transfers through the Bill Payment Service, dispute resolution, termination rights and contact information with respect to the Bill Payment Service.
- c) The fees and charges imposed by the Bill Payment Service, as well as other expenses you may incur, will be charged against your deposit Account for the services you receive. You hereby authorize the Bill Payment Service to cause these fees and charges to be debited to your deposit Account when you sign up for their services. In addition, any Bank fees associated with your Accounts will continue to apply, and you also authorize the Bank to debit your deposit Account for any ancillary charges that the Bank incurs on your behalf, including any fees charged by the Bill Payment Service to the Bank with respect to any of your transactions.

- d) **NOTE: Any item that you authorize for payment through the Bill Payment Service that is returned for insufficient funds in your deposit Account may be subject to a fee by the Bill Payment Service in addition to the Bank's returned item NSF/overdraft fee.**
- e) The Bank is not affiliated with the Bill Payment Service, does not itself provide bill payment services, and does not establish the terms of your agreement with the Bill Payment Service. **CB DOES NOT MAKE ANY WARRANTY OR REPRESENTATION REGARDING THE BILL PAYMENT SERVICE. CB DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE BILL PAYMENT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- 21) **Popmoney (Person-to-Person Payments) Service. CONSUMER ACCOUNTS ONLY** We offer a person-to-person payments service using Popmoney through which you may send payments to, or receive payments from, any person who maintains an eligible account with a financial institution. In order to use the Popmoney service, you must first enroll in the Bill Pay service using the Online Banking website. Your use of the Popmoney service is governed by the Terms of Use (for Popmoney Personal Payments Service) (the "Popmoney Terms of Use"), which are available via the Online Banking website at the time you enroll and are incorporated by reference herein. In addition, if you enroll in the Popmoney service, you agree to be bound by the on-screen instructions and enrollment materials provided in connection with the service. The maximum amount of payments you initiate and receive using the Popmoney service is limited and, upon enrollment for the Popmoney service, you may use the Popmoney application on our Online Banking website to view your transaction limits. We may, in our sole discretion, change the limits on the amount of money you can send or receive via the Popmoney service. Upon your enrollment in the Popmoney service, we will charge you a fee for each payment as disclosed in the Popmoney application, and you agree to pay this fee and all other charges applicable to the Popmoney service. For additional information regarding the Popmoney service, including without limitation provisions governing use of the service for sending and receiving payments, procedures for the cancellation of payments, and limitations on the service, please refer to the Popmoney Terms of Use.
- 22) **Personal Cash Management Software.** Our Online Banking allows you to import transaction information into any personal cash management software you use, such as Quicken® or Microsoft® Money. If you require help setting up Quicken® access <http://www.intuit.com>. Help with Microsoft® Money is available at <http://www.microsoft.com>.
- 23) **Liability and Error Resolution Provisions Applicable to CONSUMER ACCOUNTS ONLY.**
- a) Unauthorized Transactions. Tell us AT ONCE if you believe that your User ID or Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your losses down. You could lose all of the money in your Account (plus your maximum line of credit linked to your Account).
- i) Call us at 800-726-8689 or write us at Countybank Online Banking, Post Office Box 3129, Greenwood, South Carolina 29648.
- b) This Agreement expressly incorporates the Electronic Funds Transfer Disclosure (the "EFTD") provided to You by CB when you opened your Account. Where in conflict with this Section 23, the terms of the EFTD, then in effect (as amended from time to time) will control.
- c) If the electronic fund transfer is from a Consumer Account, your liability for an unauthorized Online Banking transaction will be determined as follows:
- i) If you notify us within two (2) Business Days after learning of the loss or theft of your

Password or User ID, you can lose no more than \$50 if someone used your Password or User ID without your permission.

- ii) If you do NOT notify us within two (2) Business Days after learning of the loss or theft of your Password or User ID, and we can prove we could have stopped someone from using your Password or User ID without your permission had you told us, you could lose as much as \$500.
  - iii) If your monthly statement shows transfers that you did not make, including those made by card, code or other means, tell us at once.
  - iv) If you do not tell us within sixty (60) days after we sent the FIRST statement on which the problem or error appeared, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.
- d) **Our Liability for Failure to Make Transfers.** If you have a Consumer Account and we do not complete a transfer to or from your Consumer Account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable (whether or not you have a Consumer Account), if, for instance:
- i) Through no fault of ours, you do not have enough money in your Account to make the transfer.
  - ii) The transaction will exceed the available credit limit on any applicable linked line of credit.
  - iii) Your Bill Payment Service is not working properly.
  - iv) The person or entity to which you direct payment mishandles, delays, or fails or refuses to accept a payment sent by us.
  - v) You have provided us with incorrect, incomplete or inaccurate data or other Account information, including but not limited to date related errors, or you have otherwise failed to comply with the payment or transfer instruction requirements set forth in this Agreement.
  - vi) There are technical problems in our receipt of information or instructions from you (for example, problems arise with computers, software, modems, or telephone communications, including but not limited to date related problems).
  - vii) Circumstances beyond our control (such as, but not limited to, fire, flood, interference from an outside force, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, or equipment malfunction occurring despite ordinary maintenance), including but not limited to date related problems, prevent the proper execution of the transaction, despite reasonable precautions we have taken.
  - viii) This Agreement or your transfer authorization has been terminated.
  - ix) Your Account has been closed, there is a hold on funds in your Account, or access to your Account is blocked in accordance with our policies.

- x) Your funds are subject to legal process or encumbrances restricting transfer.
  - xi) Applicable law prevents completion of the transaction.
  - xii) Unusual or extraordinary circumstances exist which indicate improper or unlawful use of your Account.
  - xiii) You believe someone has accessed your Account without your permission and you fail to notify us immediately. (Refer to the section above "Unauthorized Transactions")
  - xiv) If the terminal or system is not working properly and you knew about it when you started the transfer.
- e) **Limitation on Liability.** IN NO EVENT WILL THE BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, ONLINE BANKING, THE INABILITY TO USE ONLINE BANKING, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING ONLINE BANKING, OR ANY MESSAGES RECEIVED VIA ONLINE BANKING OR ANY TRANSACTIONS THEREUNDER, EVEN IF THE BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF THE BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED, EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE FEDERAL LAW.
- f) **No Liability for Certain Failures.** Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Microsoft® (Internet Explorer browser) or Google® (Google Chrome® browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking.
- g) **How to Contact Us In Case of Errors or Questions About Your Transactions.** Telephone or write us as soon as you can if you think your statement is wrong or if you need more information about an electronic transfer listed on the statement. You can also send us a secure email through Online Banking (do not send a "normal" email).
- i) Call us at 800-726-8689 or visit us in person at your local branch, or write us at:
 

Countybank  
Online Banking  
Post Office Box 3129  
Greenwood, South Carolina 29648
  - ii) We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. When you contact us:
    - (1) Tell us your name and Account number,

- (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, and
- (3) Tell us the dollar amount of the suspected error.
- iii) If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.
- iv) We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Consumer Account within 10 Business Days for the amount you think is in error (provisional credit), so that you will have use of the money during the time it takes us to complete our investigation. We will ask you to put your complaint or question in writing and if we do not receive it within 10 Business Days, we reserve the right to reverse the provisional credit provided. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may request copies of the documents that we used in our investigation.

**24) Liability and Error Resolution Provisions Applicable to Accounts Other than Consumer Accounts.**

- a) **Your Responsibility.** Excepting the provisions applicable to Consumer Accounts, you bear the risk of using Online Banking (referred to as "Access CB"), including the risk of erroneous and fraudulent transactions and the risk of all transactions using your User ID and Password, and your liability for any Online Banking transaction is unlimited. Unless otherwise required by applicable law, we are responsible only for performing Online Banking services as delineated in this Agreement. We will not be liable to you for failure to make a requested transfer or otherwise in the instances set forth in Section 23, above. If the transaction is made using your ID and Password, the transfer will be treated as your authorized transaction.
- b) **Security Procedures.** You agree that the use of the User ID and Password and/or security device, (the "Security Procedures") are commercially reasonable security procedures under applicable law for the initiation of transactions against your Account(s). Any instructions, directions, or other information provided by You, your representatives and agents, any of Your Authorized Representatives, or any other party utilizing the Security Procedures will be deemed to have been authorized by You, and the Bank may rely upon, and will be indemnified and held harmless by You for acting upon, any such direction, instruction, or information. You agree that, if the Bank complies with the Security Procedures, the Bank will not be liable for the amount of any unauthorized transactions which the Bank honored in compliance with the Security Procedures. You acknowledge and agree that the Security Procedures are not designed to detect errors in the requests initiated by You and that You bear the sole responsibility for detecting and preventing such errors.
- c) **Limitation on Liability.** **THE FOREGOING PROVISIONS OF THIS AGREEMENT SET FORTH THE EXCLUSIVE REMEDIES AND ENTIRE LIABILITY OF THE BANK FOR ONLINE BANKING SERVICES AND ANY TRANSACTION INVOLVING THE USE OF THE ONLINE BANKING SERVICES. IN NO EVENT WILL THE BANK OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, EMPLOYEES, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR**

GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ONLINE BANKING, THE INABILITY TO USE ONLINE BANKING, ANY MERCHANDISE OR SERVICES PURCHASED OR OBTAINED USING ONLINE BANKING, OR ANY MESSAGES RECEIVED VIA ONLINE BANKING OR ANY TRANSACTIONS THEREUNDER, EVEN IF THE BANK HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE REASONABLY FORESEEN THE DAMAGES. THE AGGREGATE LIABILITY OF THE BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED DIRECT, OUT OF POCKET EXPENSES INCURRED BY YOU NOT TO EXCEED THE AMOUNT OF ONE THOUSAND DOLLARS.

- d) **No Liability for Certain Failures.** Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Microsoft® (Internet Explorer browser) or Google® (Google Chrome® browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Banking.
- e) **How to Contact Us In Case of Errors or Questions About Your Transactions.** Telephone or write us as soon as you can if you think your statement is wrong or if you need more information about an electronic transfer listed on the statement. You can also send us a secure email through Online Banking (do not send a "normal" email).
- i) Call us at 800-726-8689 or visit us in person at your local branch, or write us at:
- Countybank  
Online Banking  
Post Office Box 3129  
Greenwood, South Carolina 29648
- f) In addition to obligations in Other Agreements governing failure to report unauthorized or fraudulent transactions, the failure by you to promptly report any such errors or issues within a reasonable time, which in no event shall exceed 60 days after we sent the FIRST statement upon which the problem or error appeared, shall preclude you from asserting against us any claims arising from the error or any loss caused by the error or issue.

**25) Disclaimer of Warranty.** We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in Online Banking. We also may need to change the scope of our Online Banking services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We make no representation that Online Banking services will be uninterrupted or error free. Our sole obligation to you arising out of (i) the non-availability of Online Banking, or (ii) an interruption or delay in providing Online Banking shall be to use commercially reasonable efforts to resume such services. The foregoing shall constitute our entire liability and your exclusive remedy. In no event shall the Bank or any of our respective officers, directors, employees, agents or subcontractors be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits (even if we are advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of any computer equipment or the Online Banking service (which includes Access CB). However, nothing in this section is intended to limit any rights you may have under Federal law or otherwise provided in this Agreement.

- 26) **WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SYSTEM PROVIDED TO YOU UNDER THIS AGREEMENT. WE DO NOT AND CANNOT WARRANT THAT THE SYSTEM WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.**
- 27) **Indemnification.** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, you agree to indemnify and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) arising from (a) an Account; (b) the performance of our Online Banking or the Bill Payment Service you elect; (c) a third party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other materials submitted by you to us; (d) any fraud, manipulation, or other breach of these terms; (e) any third party claim, action, or allegation brought against us arising out of or relating to a dispute with you over an Account, the terms and conditions of an agreement, purchase or sale of any goods or Online Banking; (f) your violation of any law or rights of a third party; or (g) your use, or the provision of Online Banking or use of your Account by any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. You will not settle any action or claims on our behalf without our prior written consent. This indemnification is provided without regard to whether our claim for indemnification is due to your use of Online Banking by you or your authorized representative.
- 28) **Liability for Loss of or Erroneous Data.** Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of their respective computer system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system, including but not limited to damage or loss resulting from date related problems.
- 29) **Joint and Several Liability.** If any one or more of your deposit Accounts has co-owners, each co-owner will be jointly and severally liable for any obligation which arises from the use of Online Banking to access the Account. This joint and several liability shall extend as well to any line of credit accessed through any such Account.
- 30) **Fees and Charges for Online Banking.** There are no monthly or periodic fees for Consumer Online Banking. Fees disclosed separately to you for separate services provided via Online Banking in which you enroll (such as Bill Payment or Popmoney or Access CB) or in connection with your Accounts, (such as charges for dropping below minimum balances, insufficient funds, or check stop payment fees) will apply in accordance with the Other Agreements. Please consult our current Schedule of Fees for a complete list of fees. We reserve the right to change applicable fees and charges at any time. We will provide you with any notice required by law of any changes to our fees and charges. If your checking Account or savings Account does not have a sufficient balance to pay applicable fees and charges due, we may exercise our right of off-set against any of your other Accounts as provided by law or our Rules and Regulations.
- 31) **Termination.** You may terminate Online Banking services by notifying us in writing at:
- Countybank  
Online Banking  
Post Office Box 3129  
Greenwood, South Carolina 29648
- a) Please include your name, address, and requested effective date to discontinue service. Your access to the Online Banking will be suspended within 3 Business Days of our receipt of your



instructions to cancel the service. Once we have acted upon your termination notice, we will make no further transfers from your Accounts, including any transfers you have previously authorized. You will remain responsible for all payments, transfers and other transactions in process, and outstanding fees and charges incurred prior to the date of cancellation.

- b) **IMPORTANT:** When Online Banking is terminated, any prescheduled bill payments made through a Bill Payment Service will be automatically terminated. Applicable fees and charges will be assessed for any bill payments processed by your Bill Payment Service drawn upon your Account.
- 32) **We can refuse Online Banking services to anyone.** We may terminate your Online Banking or any service provided via Online Banking at any time without prior notice and with or without cause. If more than one person can access an Account through Online Banking, we reserve the absolute right to terminate all Online Banking access to the Account upon the request of the Account owner, any Account co-owner, or any other person authorized to access the Account.
- 33) **Amendments.** The terms of this Agreement, any particular product or service offered via Online Banking, applicable fees, and service charges may be amended from time to time. In such event, the Bank shall send notice to you at your address as it appears in our records. For Consumer Accounts, we will give you prior notice of any changes resulting in increased fees, increased liability for you, fewer types of electronic funds transfers, or stricter limits on the frequency or dollar amounts of transfers as required by applicable law, however, we will not give prior notice if an immediate change is necessary to maintain or restore the security of your Account or Online Banking. Any use of Online Banking after a change in terms will constitute your agreement to such change(s). In addition, the Bank may revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Bank reserves the right to terminate this Agreement as to all such prior versions of the programs, services, and/or related materials.
- 34) **Confidentiality.** We will only disclose information to third parties about your Account or transactions you make under the following circumstances:
- a) Where it is necessary for the provision of Online Banking and for completing transactions;
  - b) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
  - c) With your permission;
  - d) In order to comply with government or court orders, or other reporting requirements; or
  - e) Otherwise in accordance with our Privacy Policy.
- 35) **Address, E-mail or Banking Changes.** You agree to notify Customer Service at least ten (10) Business Days in advance, of any change in your address, transaction Account, your banking status or e-mail address. Countybank Customer Service can be contacted at 800-726-8689 during business hours.
- 36) **Miscellaneous.**
- a) **Assignment.** You may not assign this Agreement to any other person or entity. We may assign this Agreement to any company with which we are directly or indirectly affiliated. We may also assign or delegate certain of our rights or responsibilities under this Agreement to independent contractors or other third parties.
  - b) **No Waiver.** We will not be deemed to have waived any of our rights or remedies under this

Agreement unless we send the waiver to you by electronic message or we otherwise mail or deliver to you a written waiver signed by us. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

- c) **No Extension of Credit.** If any service provided through Online Banking involves a debit to any of your Accounts or any other account you maintain with us, you must have on deposit in such accounts sufficient amounts to enable us to make the debit. Nothing in this Agreement will constitute or be deemed a commitment by us to extend credit to you, or to grant to you overdraft privileges. We will not have any obligation to make any funds available to you to effect any payment being made by you or to enable you to use any one or more of the Services. Any obligation to extend credit to you or to otherwise make funds available to you must be set out in a separate agreement executed by Bank through a person authorized to make credit decisions on our behalf.
- d) **Grant of Security Interest.** As security for your obligations to us under this Agreement, you grant to us a present and continuing security interest in the following: (i) all of your accounts and all distribution/collection points related to any one or more of your Accounts associated with the Online Banking services; (ii) all now existing and all hereafter arising contract rights relating to your Accounts associated with the Services and the distribution/collection points related to any one or more of your Accounts; (iii) all cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles belong to you or payable to you, which are now in or may in the future be in or paid or deposited to your Accounts and which are now in or may in the future be in or deposited in any distribution/collection points related to any of your Accounts; and (iv) all present proceeds and future proceeds of or related to the foregoing Accounts, depository/collection points and cash, checks, drafts, instruments, chattel paper, money orders, remittances, wire transfers, accounts, securities and other items of value or payment intangibles.
- e) **Severability.** If any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions shall continue in full force and effect and shall in no way be invalidated or otherwise affected.
- f) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law provisions, and applicable federal law, except to the extent this Agreement can and does vary such laws.
- g) **Ownership of Materials.** The content and information on our Website is copyrighted by TCB Corporation and the unauthorized reproduction or distribution of any portions is prohibited.
- h) **Captions.** The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions for this Agreement.
- i) **Survival.** The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive, including without limitation, Sections 2, 7, 8, 16-18, 20, 23-31, 33-37.
- j) **Entire Agreement.** This Agreement, together with the Other Agreements, is the complete and exclusive statement of the agreement between the Bank and you with respect to the subject matter hereof and supersedes any prior agreement(s) between the Bank and you with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Other Agreements, the terms of this Agreement shall govern. In the event performance of the

services provided through Online Banking in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which the Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and the Bank shall incur no liability to you as a result of such violation or amendment. No course of dealing between the Bank and you will constitute a modification of this Agreement, the Rules, or the Security Procedures or constitute an agreement between the Bank and you regardless of whatever practices and procedures the Bank and you may use.

**37) DISPUTE RESOLUTION—THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION**

- a) **PLEASE READ THE FOLLOWING CAREFULLY, IT AFFECTS YOUR LEGAL RIGHTS.**
- b) You acknowledge that the Online Banking services are being made available and priced by Countybank on the basis of Your acceptance of the following arbitration provisions. The parties acknowledge that they are giving up the right to litigate certain claims in a court. The parties acknowledge that they are knowingly and voluntarily waving a right to a trial by jury.
- c) Both Parties agree that any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) the Online Banking services; (ii) any action or inaction by Countybank under this Agreement; (iii) this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision; (iv) any other agreement between You and the Bank; and (v) any other disputes between You and the Bank, or their agents, employees, representatives, or affiliates (all, collectively, a “Claim”) shall be committed to and resolved exclusively through confidential arbitration, in a confidential arbitration proceeding, conducted by a single arbitrator, in accordance with the commercial dispute resolution rules of the American Arbitration Association (the “AAA”) then in effect. The arbitrator shall be a licensed attorney with at least five (5) years’ experience in banking law and the arbitration proceedings shall be conducted in the county embracing the branch of the Bank at which your Account(s) were opened.
- d) **Small Claims Exemption to Arbitration.** Either party may institute a claim in court for any Claim in which the amount sought is less than Seven Thousand Five Hundred (\$7,500.00) Dollars.
- e) **Method of Arbitration.** Either Party may initiate the arbitration process by filing a Notice of Arbitration with the AAA and delivering a copy of the same to the other Party. Except as provided in the preceding sub-section, the AAA shall have exclusive jurisdiction over any Claim. Both Parties waive any objection based on venue or jurisdiction being asserted over the Party by the AAA. The arbitrator shall have the power to award any remedies available under applicable law (as limited by this Agreement). The decree or award rendered by the arbitrator will be entered as a final and binding judgment in any court having jurisdiction thereof. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity, as limited by this Agreement. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.
- f) **Non-Consumer Accounts.** If the Claim involves transactions in a non-consumer Account (as

defined above), the arbitrator does not have authority to award punitive, exemplary, statutory or consequential damages or damages for lost profits. In addition, in any dispute, the arbitrator will award the prevailing party its costs and fees. The arbitrator may award a prevailing party its reasonably attorneys' fees. The award of attorneys' fees and costs, however, may not exceed the agreed upon sum of Fifty Thousand (\$50,000.00) Dollars.

- g) **Consumer Accounts.** If the Claim involves a consumer Account (as defined above), upon request by You, CB will advance the costs of filing the arbitration action with the AAA, up to Two Thousand, Five Hundred (\$2,500.00) Dollars. This amount may be awarded to CB as costs in the arbitration proceeding upon the determination of the arbitrator and should CB be the prevailing party.
- h) **Exclusive Venue.** In the event that the prior, binding arbitration is found not enforceable or in any other circumstance, You agree that any Claim will be resolved *exclusively* in the State or Federal courts for the county embracing the branch of the Bank at which your Account(s) were opened. The parties agree that, in the absence of the agreed upon arbitration procedures (which are mandatory) such court is the most convenient venue and forum for the resolution of such disputes and such court has jurisdiction over the respective parties. The only exception to this exclusive venue provision shall be those set forth with regards to the mandatory arbitration in the immediately preceding sections.
- i) **WAIVER OF JURY TRIAL AND CLASS ACTION. WHERE PERMITTED BY LAW, BOTH PARTIES WAIVE THEIR RIGHT TO REQUEST A JURY TRIAL AND AGREE THAT ALL MATTERS RELATING TO OR TOUCHING UPON THIS AGREEMENT, A CLAIM, OR ONLINE BANKING SHALL BE RESOLVED JUDICIALLY, WITHOUT A JURY. THE PARTIES AGREE THAT THEY WAIVE THE RIGHT TO PURSUE ANY CLAIMS ON BEHALF OF OTHERS IN THE FORM OF A "CLASS ACTION" OR ANY OTHER REPRESENTATIVE CLAIMS PROCEDURE.**