

Terms and Conditions Peoples Bank of Graceville

Online Banking Access Agreement

This Online Banking Access Agreement and Disclosures governs your use of the *Peoples Bank of Graceville* (PBG) Online Banking Internet Services, PBG Online Banking and Bill Pay, and each person who signs Bank's signature card for the Account being accessed or is referenced on the Bank's records as an owner of the Account ("Customer"). After you carefully read this Agreement, you will be asked to consent to all of the terms and conditions of this PBG Online Banking Access Agreement. Accessing any of your eligible accounts through PBG Online Banking acknowledges your receipt and understanding of this disclosure. Each customer on the account is jointly liable for all transactions initiated through Online Banking. Throughout this web site the Access Agreement will be referred to as "Agreement." You agree to receive this Agreement and initial disclosures electronically. We suggest you print a copy of this Agreement for future references.

You or Your – Refers to the individuals, corporations, partnerships, limited liability companies, and sole proprietorships subscribing to or using PBG Online Banking.

We, Us, or Our – Refers to Peoples Bank of Graceville and any agent, independent contractor, designee, or assignee the Bank may involve in the provision of Peoples Bank of Graceville Internet Service and PBG Online Banking.

Business Day – Our Business Days are Monday through Friday. Federal holidays are not included. You may use this services 24 hours a day, 7 days a week, except during periods of maintenance. Bill payments are processed only on Business Days.

Business Day Cut-off – For posting purposes, the bank will process all transactions completed by 4:00pm CST on that business date. Transactions completed after 4:00pm CST, including transfers will be processed on the following Business Day.

Commercial Accounts – Means a demand deposit or other asset account in the name of a business held for the purpose of conducting business, whether a corporation, sole proprietor, partnership, limited liability company or any other similar entity.

Consumer Accounts – Means a demand deposit or other asset account in the name of an individual held for personal, family or household purposes.

Privacy Disclosure – Peoples Bank of Graceville understands how important privacy is to our customers. We have taken steps to ensure your security and privacy for your personal and financial dealings with the bank. Our customer Privacy Disclosure can be obtained by clicking on our Privacy Disclosure link on our web site.

Online Banking services and each of your accounts are governed by the applicable Disclosures, Rates and Fee Schedules provided by the Bank in your new account packet, as each may be modified from time to time. Your initial use of Online Banking services indicates your agreement to be bound by this agreement and acknowledges your receipt and understanding of this document.

To subscribe to Online Banking, you must maintain at least one deposit Account with the Bank. Online Banking will allow you to access your Accounts, to view Account balance(s) and transaction information, transfer funds among designated Accounts, send electronic mail to the Bank, and receive electronic mail from the Bank. The Bank reserves the right to deny the Customer the ability to access Online Banking, to limit access or transactions or to revoke a Customer's access to Online Banking without advance notice to the Customer.

The Bank is entitled to act on instructions received through Online Banking under your password and without inquiring into the identity of the person using that password. You should not under any circumstances disclose your password by telephone or to anyone claiming to represent the Bank;

Peoples Bank of Graceville employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. The Bank has no responsibility in establishing the identity of any person using your password. If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account(s) even if you attempt to limit that person's authority. You must contact the Bank immediately in the event that your password has been lost, stolen or otherwise compromised so that it will not be honored and can be disabled. You hereby release the Bank from any liability and agree not to make any claim or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the actions or transactions to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account, such person is one of the Account owners. You agree to indemnify the Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from such claims or actions.

Account information displayed through Online Banking is current information. Funds transfers between Account(s) initiated on your computer using Online Banking and received by the Bank by 4:00pm CST Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using Online Banking and received after 4:00pm CST Monday through Friday or all day Saturday, Sunday and banking holidays will be effective the following business day.

Some of the terms set forth below are governed by the Electronic Funds Transfer Act ("EFT Act"), which is only applicable to consumers. Commercial Account holders are not entitled to the rights provided under the EFT Act.

If you believe unauthorized transactions are being made from your Account, please notify the Bank immediately. Contact *Peoples Bank of Graceville* 850-263-3267 or write the Bank at: *PO Box 596 Graceville, FL 32440*.

You shall be responsible for all transfers you authorize through Online Banking. You shall also be responsible for all transactions initiated by persons to whom you have given your password. You must report to the Bank AT ONCE if the password has been lost or stolen. Telephoning is the best way of minimizing possible losses. Failure to notify the Bank could result in the loss of all money in your Account plus your maximum line of credit, if you have one. If you report to the Bank within two (2) business days, the loss sustained by you will be no more than \$50 if your password is used without your permission. If you do not report to the Bank within two (2) business days after learning of the loss or theft of the password, and the Bank can prove that it could have prevented someone from using the password without your permission had it been notified, you could lose as much as \$500. Also, if the statement shows electronic transfers you did not make, report them to the Bank at once. If you do not tell the Bank within 60 days after the statement was mailed, you may lose all of the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly. The Bank may extend the time periods for a good reason, such as a long trip or hospital stay, which might keep you from notifying the Bank.

Your initial use of the Peoples Bank of Graceville Online Banking product constitutes my acceptance and agreement to be bound by all of the terms and conditions of this agreement and acknowledges my receipt and understanding of this agreement.

The Bank has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Online Banking transfers will be made, including but not limited to any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers. If we modify this Agreement, your continued use of Online Banking services will constitute your acceptance of such changes in each instance.

I certify that I am at least 18 years of age, and that I have read, understand and agree to all terms, conditions and disclosures.

Internet Security Information

PBG Online Banking is part of a network that utilizes a comprehensive security strategy to protect your accounts and transactions concluded over the Internet. In-depth information on many of the techniques

and features employed by the system can be viewed and are explained in our PBG Online Security Statement. In addition to our login security, we use the TLS (Transport Layer Security) encryption technology for everything you do in the PBG Online Banking system. TLS is considered the most secure technology. TLS 1.20, or higher, is required to connect to our server. Whenever TLS is securing your communications, the browser will typically indicate the “secure session” by changing the appearance of a small icon of a padlock at the top of the screen from open to locked. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the internet.

Login Security

Security is very important to Peoples Bank of Graceville. When you log in to the service for the first time, you will use your account number, Social Security Number (personal accounts) or Taxpayer Identification Number (businesses), and email address. You will then be prompted to select a new “Username” and “Password” that you are will thereafter use to gain access to your accounts. Your session time limit is limited to 60 minutes, but to help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 20 minutes. This is to protect you in case you accidentally leave your computer unattended after you log on. When you return to your computer, you will be prompted to re-enter your username and password to continue. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone. You may consider changing your password occasionally, such as every 90 days. This can be done at any time, after you are logged in, from the “Profile” menu.

Balance Inquiries, Bill Payments and Transfers

You may use PBG Online Banking to check the balance of your accounts, transfer funds between your accounts and pay bills from your eligible accounts, and transfer funds to others.

Balances in your accounts may differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. If you have further questions, contact us at pbog@peoplesgraceville.com or by phone during regular business hours at 850-263-3267.

Account information displayed through Online Banking is current information. Funds transfers between Account(s) initiated on your computer using Online Banking and received by the Bank by 4:00pm CST Monday through Friday will be effective on the current business day. Funds transfers processed on your computer using Online Banking and received after 4:00pm CST Monday through Friday or all day Saturday, Sunday and banking holidays will be effective the following business day.

Transfer Types and Limitations

1. Account Access

You may use the Service to:

- Transfer funds between eligible accounts (checking, savings) on a one-time or recurring basis
- Obtain account balances
- Pay bills directly from your accounts on a one-time, fixed or variable recurring basis, in accordance with the terms of this Agreement to merchants and individuals in the US.
- Transfer funds to and from your accounts at other financial institutions
- Review transaction history
- Receive images of checks
- Send secure emails to our customer service representatives

2. Limitations on Frequency of Transfers

You may initiate an unlimited number of transfers between your eligible accounts subject to the limitations that apply to the maximum number of automatic or recurring withdrawals from savings accounts and money market deposit accounts.

3. Limitations on Dollar Amount of Transfers/Bill Payments

Each transfer between accounts at this bank and the maximum aggregate amount per day is unlimited. Bill payments will be paid from checking accounts only. Dual signature checking

accounts will not be eligible for Bill Payment Service. Each bill payment and maximum aggregate amount per day is unlimited on an eligible account. Transfers to and from your accounts at other financial institutions will be limited to an aggregate amount of \$2000 per seven-day period.

Special Information about E-Mail

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

Generally, requests received from the system will be processed within two business days using procedures that would handle similar request received by mail or fax. If urgent action is required, we recommend that you contact Peoples Bank of Graceville directly by telephone at 850-263-3267 between 8:00am and 4:00pm Monday through Wednesday, Thursday between 8:00am and noon, and Friday between 8:00am and 5:30pm, or in person.

Bill Payment Service

The Bill Payment service lets you schedule bill payments through Online Banking and also allows you to see a history of all payments made from your accounts. You must designate a specific checking account as your bill payment account.

Accounts that require two (2) signatures for withdrawal purposes will be unable to access the Online Bill Payment Service.

You may pay any merchant or individual approved for payment by PBG for payment through Online Bill Payment Service. Online bill payments are available only to payees with a US mailing address. By furnishing us with the names and account information of those payees to whom you wish to direct payment, you authorize us to follow the payment instructions, which you provide to us via PBG Online Banking Service for these payees. When we receive a payment instruction for the current date or future date, we will remit the funds to the payee on your behalf from your selected account on the day you have instructed them to be sent (Payment Date). We will be unable to process any payments to federal, state or local tax agencies, and any court-ordered payments such as alimony or child support.

The daily limit for the total dollars of payments approved is governed by the system's available balance in the checking account selected for making the payment. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your payments. The payment will normally be charged to your account on the business date that it is approved as scheduled. Check payments will be processed using the US mail and will be charged to your account after your merchant or payee deposits the check.

If for any reason a scheduled payment processed through the system is declined, it will automatically be rescheduled for the next business day. The system will continue to attempt to pay the bill on the following business days until there are sufficient funds or you cancel or reschedule it.

Although payments may be scheduled for the current business day or any date in the future at any time, they will only be processed once a day at our cut-off time, usually around 4:00pm CST on any business day. Anything scheduled on a non-business day, or after the cut-off time, will not be sent out until the following business day.

Since we must forward the funds and billing information to the payee, some lead-time for payments is necessary. (Our system assumes the payee/vendor will promptly process the payment on the business day it is received. Any delays caused by the payee/vendor would result in additional days before the payment would show on their accounts.)

To avoid incurring a finance charge or other charges, you must schedule a payment sufficiently in advance of the due date of your payment. It is necessary that all Payment Dates selected by you be no less than five (5) full Business Days before the actual due date, not the late date and/or a date in the grace period.

Not all payees accept electronic bill payments. In the event that the payee for your scheduled payment does not accept payment via the electronic system, your payment will be made by mailing a paper check. Paper payment requires longer delivery time. Payments made by paper should be scheduled at least seven (7) full Business Days prior to the actual due date, not the late date and/or a date in the grace period. In all cases, the payment will be delivered to the payee/vendor by the tenth (10th) business day after the payment was approved.

Fee for the PBG Online Banking Service

The PBG Online Banking Service is available to our personal and business account customers at no additional monthly charge. Normal account fees apply.

Notice of Your Liability (Applicable to Consumer Accounts Only)

Tell us AT ONCE if you believe your Username and Password have been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account. If you believe your Username and Password have been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Username and Password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Username and Password, and we can prove we could have stopped someone from using your Username and Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 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 will extend the time periods.

Contact Us in the Event of Unauthorized Transfer

If you believe your Username and Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us:

(850) 263-3267

Peoples Bank of Graceville

PO Box 596

Graceville, FL 32440

Bank Liability (Applicable to Consumer Accounts Only)

The Bank shall be responsible for performing services expressly provided for in this Agreement, and shall not be liable for any error or delay, so long as the Bank acted in accordance with the terms and conditions herein. The Bank shall not be liable if you do not have sufficient funds in a designated Account to complete the transaction you initiate or if the Account is closed. The Bank shall not be liable if you have not given the Bank complete, correct or current transfer or payment instructions or if you have not followed proper instructions given through Online Banking. The Bank shall not be responsible for any loss, damage, liability, or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstances beyond the control of the Bank.

If we do not complete a transfer to or from your account on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer or payment.
2. If the Service or your personal computer (or modem) was not working properly and you knew about the breakdown or malfunction when you started the transfer or payment.
3. Any information provided by you about the payee is incorrect.

4. There are any delays in the handling of the payment by the payees.
5. Circumstances beyond our control prevent the proper completion of the transaction, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, fire, flood, tornado, delay in the US Mail or other uncontrollable circumstances such as power failure, the disconnecting or quality of your telephone line or internet service provider.
6. Funds in your account are subject to legal process or other restrictions prohibiting the transfer.
7. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of PBG Online Banking or our service providers.
8. Other applicable laws and/or regulations exempt us from liability.

Error Resolution Notice – In Case of Errors or Questions About Your Electronic Transfers

Telephone us at: **(850) 263-3267**

Write to us at: **Peoples Bank of Graceville**

PO Box 596

Graceville, FL 32440

Email us at: support@peoplesgraceville.com or pbog@peoplesgraceville.com

Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

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.
3. Tell us the dollar amount of the suspected error.

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

We will 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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 that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Preauthorized Credits – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (850) 263-3267.

Notice of Varying Amounts – If regular payments may vary in amount, the person you are going to pay will tell you 10 days before each payment when the payment will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Periodic Statements – The Bank will mail or deliver periodic statements for your Bank Accounts as disclosed in your deposit agreements to the address you have provided. The Bank will include any transfers you authorize through Online Banking on your statements. You will get a monthly account statement from us for your checking accounts and savings accounts with online banking transactions.

The payee name, payment amount and transaction date will be reflected for each payment made through the Service.

You agree to review your periodic statements in accordance with this Agreement and any other deposit Agreements governing your Account, for accuracy of all data transmitted through Online Banking. You should promptly notify the Bank of any discrepancies, including but not limited to, any errors or inaccuracies related to data transmitted by Online Banking.

Preauthorized Payments – Right to Stop Payment and Procedure

If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

Here's how:

- Use your personal computer to access PBG Online Banking and alter both the payment amount and the payment date at any time prior to 4:00pm. You may also delete any single payment or recurring payment at any time prior to 4:00pm; or
- Call us at (850) 263-3267 or write us at Peoples Bank of Graceville, PO Box 596, Graceville, FL 32440 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will require you to put your request in writing. We will charge you our current Stop Payment fee.

You cannot place a stop payment order in PBG Online Banking.

Liability for Failure to Stop Payment (Applicable to Consumer Accounts Only)

If you order us to stop one of these regular payments three (3) business days or more before the Payment Date, and we do not do so, we will be liable for your losses or damages.

Confidentiality

Information about your account or transaction may be shared if:

1. It is necessary to verify the existence and condition of your account to a third party such as a credit bureau or merchant.
2. It is necessary to comply with a governmental agency or court order.
3. You give us permission, which we may require to be in writing.
4. It is necessary to collect information for internal use, the use of our service providers and our servicing agents and contractors concerning our electronic funds transfer service.
5. It involves a claim by or against us concerning a deposit to or a withdrawal from your account.
6. We are required or permitted to do so under state or federal laws and/or regulations.
7. With our affiliates to enable us to provide you faster and better service as well as special products and promotions.

For additional information on our sharing practices, please refer to our Privacy Disclosure on our website.

Termination

You may terminate your use of PBG Online Banking at any time by calling us at (850) 263-3267, by visiting our branch, or writing to us at Peoples Bank of Graceville, PO Box 596, Graceville, FL 32440. You must notify us within ten (10) days prior to the date you wish to have your Service terminated. We may require you to put your request in writing. If you have a scheduled payment within this ten (10) day period, you are required to cancel those payments according to the instructions in the section titled "Preauthorized Payments." You will be responsible for payments with transaction dates during the ten (10) days following our receipt of your written notice of termination if you do not cancel those payments. We will notify you confirmation of your termination.

We may terminate your access to PBG Online Banking, in whole or in part, at any time without notice, if you do not comply with the terms of this Agreement or the agreements governing your accounts, or if we believe that you have handled your account in a fraudulent manner. We may also terminate your access to PBG Online Banking for any other reason by giving you twenty (20) days' notice. Termination will not affect your liability under this Agreement for transactions that we have processed on your behalf.

No Signature Requirements

When any payment or other online service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

New Services

Peoples Bank of Graceville may, from time-to-time, introduce new online banking services. We shall update this Online Access Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Online Banking Access Agreement.

Virus Protection

PBG is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their personal computer and associated devices using a reliable virus product to detect and remove any viruses, Trojans, malware, spyware, or any other invasive application or software. Undetected viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

Governing Law

This agreement and the account or service you are accessing via PBG Online will be governed by and interpreted in accordance with the laws of the State of Florida.

Assignment

This agreement may not be assigned to any other party by you. We may assign or delegate, in part or whole, to any third party.

Amendments

Terms and conditions of this agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. If you do not agree with the changes, you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to terms or conditions may be made without prior notice if they do not result in high fees, more restrictive service use or increased liability to you.

Entire Agreement

This Agreement supplements any other agreements or disclosures related to your account, including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and others, or any statements made by employees or agents, this agreement shall supersede.