

Terms and Conditions Peoples Bank of Graceville

Online Banking Access Agreement & Disclosure

Please read this information and indicate your acceptance by clicking “I Agree” at the bottom of the enrollment page to continue the registration process. You may refer back to it at any time.

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, PBG Mobile Banking, PBG Online eStatement Delivery, 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 these 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.

You may agree to receive a one-time passcode through use of your email address or through text messaging. This service applies an additional layer of security to your online access. Your mobile phone carrier may charge fees which will apply per your data or SMS text plan.

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. Applicable service charges may apply per your account agreement.

3. Limitations on Dollar Amount of Transfers/Bill Payments

Transfers between accounts at this bank are unlimited. Transfers to and from your accounts at other financial institutions will be limited to an aggregate amount of \$2000 per seven-day period.

The amount and number of bill payments from an eligible checking account is unlimited per day, if funds are available. Bill payments are paid from checking accounts only. Dual signature checking accounts may not be eligible for Bill Payment Service unless signed authorization is submitted to the bank for approval.

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. Additional Bill Pay Terms and Conditions will be provided upon enrollment.

Accounts that require two (2) signatures for withdrawal purposes may be unable to access the Online Bill Payment Service. Business Online customers may be granted access, upon approval, with completed Agreements designating employee users.

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 access is available to our personal and business account customers at no additional monthly charge. Normal account fees apply. Additional services, such as ACH origination or import/export, may charge fees. See PBG Business Online Banking and ACH Agreements for additional service fees.

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.

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.

E-Sign Consent

By accepting the electronic version of this Agreement, you agree that Peoples Bank of Graceville may make agreements terms and conditions disclosures available for these services electronically. You provide your

authorization and consent to the email notification and delivery of electronic records selected for your designated accounts, as described in this Agreement. All agreements entered into electronically will be deemed valid, authentic, and will have the same legal effect as agreements entered into by paper means. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest email address you have provided to Peoples Bank of Graceville.

You further agree that electronic copies of eStatements are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data tampering. This consent to the use of electronic agreements and communications shall apply to all agreements, terms and conditions, and disclosures associated with your accounts made in conjunction with this agreement and services.

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

The terms and conditions offered through this agreement and disclosure may be amended in whole or in part at any time and Peoples Bank of Graceville will notify you of the changes through the secure PBG Online Banking service. You will receive written notification within 30 days 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. In some cases, you will be asked to agree to different terms and conditions disclosures when you sign up for the service. Your agreement and continued use of the service will constitute your consent to the new Terms and Conditions Disclosures.

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.

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.

Business Online Services. Commercial Online Services are provided to customers completing a Business Online Application for PBG Business Online and ACH services, accompanied by required Business Online and ACH Origination Agreements, subject to Bank approval. Customers are responsible for security of their passwords, user identification, passcodes or tokens, and computer software and hardware. Fees may apply for these services.

You agree to all terms and conditions contained in separate Agreements and Disclosures provided upon application for Business Online services, and all application terms and conditions provided in this document, as they may apply to your accounts.

TransferNow Terms of Service

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Peoples Bank of Graceville (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Peoples Bank of Graceville, PO Box 596, Graceville, FL 32440. We may also be reached at 850-263-3267 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not

to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would

exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60)

days after we send you the applicable periodic statement for your account that identifies the error. You must:

1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. **BOTH PARTIES AGREE TO WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN THE RESOLUTION OF ANY DISPUTE OR CLAIM BETWEEN THE PARTIES OR ANY OF THEIR RESPECTIVE AFFILIATES ARISING UNDER THIS AGREEMENT.**

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a

checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- b. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- c. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- d. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 - 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
 - 2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - 3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
 - 4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
 - 5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

- e. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests. You may cancel a transfer at any time until it begins processing (as shown in the Service).

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned or Failed Transfers. In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

MOBILE BANKING Terms and Conditions & Disclosures

Thank you for using Peoples Bank of Graceville Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 99588. To cancel, text "STOP" to 99588 at any time.** In case of questions please contact customer service at 850-263-3267 or visit www.peoplesgraceville.com.

Terms and Conditions

- **Program:** Peoples Bank of Graceville offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at 850-263-3267, or send a text message with the word "**HELP**" to this number: **99588**. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **99588**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- **Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Peoples Bank of Graceville or any service provider.

Peoples Bank of Graceville Privacy Policy:

http://peoplesgraceville.com/wp-content/uploads/2016/12/PrivacyModelForm_NoOptOut2012.pdf

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Peoples Bank of Graceville and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). Peoples Bank of Graceville and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Peoples Bank of Graceville and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Peoples Bank of Graceville (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Peoples Bank of Graceville or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Peoples Bank of Graceville,

any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or other URLs as may be updated by Google.

Biometric Login for Mobile Banking.

Biometric login is an optional biometric sign-in method for Peoples Bank of Graceville Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Peoples Bank of Graceville never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Peoples Bank of Graceville Mobile Banking. Peoples Bank of Graceville reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Peoples Bank of Graceville Mobile Banking.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Peoples Bank of Graceville that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Peoples Bank of Graceville to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Peoples Bank of Graceville and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Peoples Bank of Graceville, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN

INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Peoples Bank of Graceville ALERTS Terms and Conditions

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Peoples Bank of Graceville Online Banking and/or Mobile Banking (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your Peoples Bank of Graceville account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **More menu** within Peoples Bank of Graceville Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Peoples Bank of Graceville reserves the right to terminate its Alerts service at any time without prior notice to you.

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

Alerts via Text Message. To stop Alerts via text message, text “**STOP**” to **99588** at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Peoples Bank of Graceville Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “**HELP**” to **99588**. In case of questions please contact customer service at 850-263-3267. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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

MOBILE DEPOSIT SERVICE – TERMS AND CONDITIONS

Peoples Bank of Graceville's Mobile Deposit Service (“**Service**”) is a separate internet- based service offered by the Bank that allows you to use your smart phone to snap a photo of the check or checks you wish to deposit, transmit them electronically, and avoid having to make a trip to the Bank. The Service allows you to use your mobile device to deposit certain items into your designated deposit account (“**Account**”) at Peoples Bank of Graceville.

This document (Agreement") defines your rights and obligations for the Service.

Fees. There are currently no fees to use the mobile deposit service. The Bank reserves the right to charge fees for the Service in the future.

Hardware and Software. To use the Service, you must have a supported mobile device with a supported camera, a data plan, and download the PBOG Mobile Banking App. We do not guarantee that your particular mobile device, camera, operating system, or carrier will be compatible with the service. We assume no responsibility should you experience technical, network, or other difficulties while using the Service or any damages as a result of these difficulties.

Relationship to Online Banking Agreement. This Agreement is an addendum to your Mobile Banking Services Agreement. Your use of the Service is subject to the terms and conditions of your Online Banking Agreement (as amended from time to time) and your other agreements with us and our affiliates. Each account that you access, or through which you conduct a transaction, using the Service, remains subject to the terms and conditions of that account's Bank Account Agreement.

Eligible Items. You agree to transmit (scan and deposit) only deposit items (checks) as defined in Federal Reserve Regulation CC (“**Reg CC**”). You agree to use the mobile deposit service to deposit checks payable directly to you. Checks payable to third parties, altered items, fraudulent or unauthorized items, substitute checks, converted checks, remotely created checks, postdated checks, and checks not payable in U.S. Currency are not permitted.

In addition to the checks or items listed above, the following specific items are **not eligible** for the Service and you agree you will not scan and deposit any of these ineligible items:

- Money Orders
- Foreign checks
- U.S. Savings bonds
- Travelers checks
- Any attempted deposit made outside of the United States

Nothing in this Agreement should be construed to require Bank to accept any check or item for deposit, even if Bank has previously accepted that type of check.

Image Quality. The image of a check transmitted to Bank using the Service must be legible as determined by the sole discretion of the Bank and contain images of the front and back of the check. If a mobile deposit is rejected, you will be notified immediately and given the reason for the rejection. You agree that we shall not be liable for any damages resulting from a check's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the mobile deposit service as "your Name, For Mobile Deposit Only at PBOG, under your signature endorsement or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the mobile deposit service as the Bank may establish from time to time.

Receipt and Crediting of Items. We may reject any check or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this agreement or for images that are dropped or damaged during transmission.

Availability of Funds. You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before **3:00 pm CST** on a business day that we are open, will take up to one business day to post to your account. Anything received or accepted after **3:00 pm CST** on a business day that we are open, or noon on Thursday, will take up to two business days to post to your account. We reserve the right to postpone or delay the availability of funds from items deposited at our sole discretion. Please keep your paper check for 10 business days for your records or until the funds are posted to your account.

Disposal of Deposited Checks. AFTER transmitting the mobile deposit, you agree to write 'MOBILE DEPOSIT' and the transmission DATE on the front of the check and retain for at least 10 business days from the date of the image transmission. Ten business (10) days after successfully transmitting a mobile deposit, you agree to destroy or otherwise void the check. You agree never to re- present to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service.

Deposit Limits. All items deposited via the Service are subject to Bank review and/or approval. We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Service and to modify such limits from time to time. The Bank may reject and/or return any item that the Bank, in its sole discretion, deems uncollectible or place a hold on your account until the item is collected. Your deposit is deemed received when posted to your account; however, receipt and posting does not deem the item readable or collectible. In the event that any item is returned by any Bank in the chain of collection, the Bank has the right to charge your account, or any account of yours at Peoples Bank of Graceville, for the item.

You are limited to \$2000 per item and \$3000 total of items per business day.

User Representations and Warranties.

You warrant to the Bank that:

- You will only transmit eligible checks and items that you are entitled to enforce.
- All checks will include all signatures required for their negotiation.
- Images will meet our image quality standards in effect from time to time.
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party.
- You will not deposit or represent the original check or item (for example, over-the counter) with the Bank or any other party.
- The information you provide to the Bank is accurate and true, including all images transmitted to the Bank accurately reflect the front and back of the check or item at the time it was scanned.

- You will comply with this agreement and all applicable rules, laws and regulations.
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision or the terms of this agreement.

Termination or Suspension of Service. The Bank may terminate or suspend your use of the Mobile Deposit Service at any time. The Bank may terminate or suspend the Mobile Deposit Service without prior notice if the Bank, in its sole judgment, believes there has been a breach in the security of the Mobile Deposit Service, there has been unauthorized activity involving your account, you have engaged in activity that violates the terms of this Agreement, or there has been account activity resulting in an overdraft in any of your deposit accounts with the Bank. Should your use of the mobile deposit service be suspended, the Bank may, in its discretions, reconsider your account for eligibility to use the Mobile Deposit Service.

Electronic Device Software. You are solely responsible for the maintenance, installations and operation of your electronic device and for the software used in accessing the Mobile Deposit Service. The Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your electronic device or software, nor will the Bank be responsible for any technology malware that affects your electronic device or the software while using the Mobile Deposit Service. By accessing the Mobile Deposit Service through the internet World Wide Web, you agree that the Bank shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profits, lost data, business interruption or attorney's fees). You must have an Internet Service Provider, an email address, and a browser to utilize Mobile Deposit Service through the Internet.

Consent and Acceptance of Terms and Conditions. Your use of the Service constitutes your acceptance of the mobile deposit terms and any changes we may make to these terms. You agree to receive information about the Service, including this Agreement, any amendments to it or any notices regarding the use of the Service, electronically and you agree to be bound by the terms and conditions contained herein. Because enrollment in the Service can only occur electronically, you understand that you cannot enroll in the Service unless you agree. The Bank reserves the right to provide information and notices about the Service to you by non-electronic means.

eStatements Terms and Conditions

ELECTRONIC STATEMENT DELIVERY DISCLOSURE AND AGREEMENT

Electronic or online statements (eStatements) are more convenient than receiving your statements by mail. If you agree, you will receive your account statements and notices electronically through access to our secure online banking website.

When available, you will receive an email notification to the email address you have on file with Peoples Bank of Graceville that your new electronic statement or notice is available for viewing, printing and/or download. Simply log into your PBG Online Banking for access to your eStatements and notices. eStatements may only be accessed through the Peoples Bank of Graceville Online Banking. Any account statement posted will be considered delivered on the day that it was first made available to you for viewing. If your email notification is returned to us undeliverable, we may discontinue eStatements services and mail your periodic account statements in paper form to your current mailing address on file via U. S. Mail. There may be a charge in accordance with the applicable Fee Schedule for subsequent paper statements. Regardless of your receipt of email notification, you agree that our posting of your statements on the Online Banking Web site constitutes delivery of your periodic account statement. You agree to log on to PBG Online Banking at least once a month to review your statements.

If you agree to receive your selected periodic account statement(s) electronically via PBG Online Banking and you agree that you will no longer receive your statements in paper form. It also means that you agree to receive online any legal notices and other information affecting your account(s) that would otherwise have been included with your paper statement, including, but not limited to, account agreements, fee schedules, privacy and other regulatory notices, and amendments to any of those documents. If images of paid checks are returned with your paper statement, the images of your paid checks will continue to be available online. When you select this option, you must then log on to the Peoples Bank of Graceville secure Online Banking Web site using your Online Banking access ID and password to view your eStatements, check images and/or other notifications.

In order to access your periodic account statement information electronically, you must have a computer with Internet access and Microsoft Windows 7 or greater, or Macintosh operating system. A Microsoft Windows® computer must have at least one of the following web browsers installed: the latest available version of Microsoft Internet Explorer®, Google Chrome®, or Firefox®. A Macintosh® computer must have at least one of the following web browsers installed: the latest available version of Apple Safari®, Microsoft Internet Explorer®, or Firefox®. We cannot guarantee full functionality with any other configurations than what has been outlined above. Additionally, any current functionality on a different configuration may be diminished or eliminated in future updates to the service.

From time to time the hardware and/or software requirements to download and view eStatements may change. When this happens, we will notify you of any changes.

A PDF version of your account statement or notice will be made available. The PDF version of your periodic account statement will be the legal statement of record. Adobe Acrobat Reader®, or other software capable of reading a PDF file, is required to view your statement. Adobe Acrobat Reader® can be acquired for free at <https://get.adobe.com/reader/>. In order to print and retain a paper copy of your statements, you will need a printer attached to your computer or wireless network.

You agree to provide Peoples Bank of Graceville with an email address in order to receive your email notifications. It is your responsibility to ensure that Peoples Bank of Graceville has your correct email address. If your email address changes, you must provide us with your new email address by contacting the Bank in writing at the address listed below, updating it through your PBG Online Banking or by contacting one of our Customer Service Representatives, in person, at 5306 Brown Street, Graceville, FL.

You may print or download a copy of your statements and notices. You may request a paper copy of any statement or other information received electronically under this Agreement by writing to us at the address listed below. We may charge a fee for each paper statement copy you request. You may also contact one of our Customer Service Representatives, in person.

You may elect at any time to withdraw consent to receive your periodic account statement in electronic format by submitting a request to the Bank in writing at the following address: PO Box 596, Graceville, FL 32440 or by contacting one of our Customer Service Representatives, in person, at 5306 Brown Street, Graceville, FL. If this is a feature of a particular account, we reserve the right to convert this account to another type of account with similar features or to charge your account a fee for paper statements as stated in our Fee Schedule.

You must acknowledge that you are authorized to enter into this Agreement for all persons who are authorized to access any of your accounts and that all persons will also be bound by the terms and conditions within this Agreement.

ELECTRONIC FUND TRANSFERS

YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third-party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits** - You may make arrangements for certain direct deposits (for example, from: U.S. Treasury, ABC Company, payroll deposits, retirement) to be accepted into your checking or savings.
- **Preauthorized payments** - You may make arrangements to pay certain recurring bills from your checking, savings or Savings for loan payments with this bank.
- **Electronic check conversion** - You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge** - You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Telephone Banking transactions - types of transactions - You may access your account by telephone using your account number(s), personal identification number (PIN), social security number and touch tone phone to:

- transfer funds from checking or savings to checking or savings

- make payments from checking or savings to PBG loan accounts
- get balance information about checking, savings, certificate of deposit or PBG Loan Accounts
- get withdrawal history about checking or savings
- get deposit history about checking or savings
- get transaction history about checking, savings or Loan payments

You may access your account for telephone transactions at the following number(s) and during the following hours:

- (850)263-6067 (24/7)

PBG Visa Check Card ATM transactions - types of transactions - You may access your account(s) by ATM at ACCEL or PLUS using your PBG Visa Check Card and your personal identification number (PIN) (as applicable) to:

- withdraw cash from checking or savings
- transfer funds from checking or savings at an ATM to checking or savings at an ATM
- make payments from checking to merchants (in person, online or via phone) or other financial institutions
- get balance information about checking or savings
- **ADVISORY AGAINST ILLEGAL USE:** You agree not to use your card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Some of these services may not be available at all terminals.

PBG Visa Check Card point-of-sale transactions - types of transactions - You may access your checking account(s) using your PBG Visa Check Card to do transactions that participating merchants will accept, including:

- purchase goods in person, by phone, or online
- pay for services in person, by phone, or online
- get cash from a participating merchant or financial institution

Currency Conversion and International Transactions - When you use your VISA(R) debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. The fee we charge you for international transactions/currency conversions is disclosed separately. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use - You agree not to use your PBG Visa Check Card for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in the jurisdiction in which you may be located.

Non-Visa Debit Transaction Processing - We have enabled non-Visa debit transaction processing. This means you may use your PBG Visa Check Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: ACCEL/Exchange Network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your PBG Visa Check Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

* Visa Rules generally define "PIN-Debit Network" as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card

program.

PBG Online - types of transfers - You may access your accounts at peoplesgraceville.com and using your account number(s), personal identification number (PIN), social security number and Username and Password to:

- transfer funds from checking or savings to checking or savings
- make payments from checking or savings to PBG Loan Accounts

Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately. You may use the CheckFree Online Bill Pay Service to arrange bill payments to merchants you set up and authorize. Bill Pay can be accessed through the PBG Online Internet Banking website. Depending on the merchants, some of these payments will be electronic but others will be issued a paper check.

- get balance information about checking, savings, certificate of deposit or PBG Loan Accounts
- get transaction history about checking, savings, certificate of deposit or PBG Loan Account

CheckFree Online Bill Pay Service - types of transfers -

You may access this service by computer at www.peoplesgraceville.com and using your user name and password and account number(s).

You may also access this service by Smart phone, or another device, with internet access. and using the following for access: Username and Password.

You may access this service to:

- make payments from your checking account(s) to any third party that will accept prearranged payments. (Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately.)
- transfers to your account with another institution,
- transfers from your account with another institution.
- Transfers may be made person-to-person with through **Zelle**[®].

MOBILE ACCESS: PBOG MOBILITI Online Internet Banking and Bill Pay Services. - types of transfers - You may access your accounts remotely with your Cell phone or other mobile device with Internet Access. and using your Username, Password, Personal identification number (PIN), Responses to multifactor authentication questions and Account type descriptions. You may use this service to:

- transfer funds from Checking or Savings to Checking or Savings
- transfer funds from Checking or Savings to Loans
- make payments from Checking or Savings to Checking or Savings
- make payments from Checking or Savings to Loans

(Payments made by paper check to specified payees (as disclosed separately) will NOT be subject to these Electronic Fund Transfers Rules.)

- get balance information about checking, savings, certificate of deposit or Loans
- get transaction history about checking, savings, certificate of deposit or Loans
- Order checks
- Make person to person transfers with **Zelle**^{*}.

Your mobile service provider's standard service fees, such as text message fees or similar charges, will apply to all transactions. Check with your service provider for information about these fees.

Limits and fees - Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

ATM Operator/Network Fees - When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation

Terminal transfers - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

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:

- the person or company making the deposit will tell you every time they send us the money.

- you can call us at (850)263-3267 to find out whether or not the deposit has been made.

Periodic statements - You will get a monthly account statement from us for your Checking and Money Market Deposit Accounts account(s).

You will get a monthly account statement from us for your Savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

Preauthorized Payments

Right to stop payment and procedure for doing so - If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure 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 also require you to put your request in writing and get it to us within 14 days after you call.

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

Liability for failure to stop payment of preauthorized transfer - If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

Liability for failure to make transfers - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we 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.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as described in our privacy policy disclosure, provided separately.

Unauthorized Transfers

Consumer liability. (1) Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, including those made by card, code or other means, 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 period.

(2) Additional Limit on Liability for VISA(R) card. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA card. This additional limit on liability does not apply to ATM transactions, or to transactions using your Personal Identification Number which are not processed by VISA.

- (3) Contact information: **Peoples Bank of Graceville** Phone: 850-263-3267
PO Box 596

**5306 Brown Street
Graceville, FL 32440**

Contact us in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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 or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a Visa Check Card point-of-sale transaction and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the transfer involved a point-of-sale transaction and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three 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.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

If you have inquiries regarding your account, please contact us at:

**Peoples Bank of Graceville
PO Box 596
5306 Brown Street
Graceville, FL 32440
PHONE: (850)263-3267**

BUSINESS DAYS: Monday, Tuesday, Wednesday, Thursday and Friday. Holidays are not included.

* **Zelle** is a fast, safe and easy way to send money directly between almost any bank accounts in the U.S., typically within minutes¹. With just an email address or U.S. mobile phone number, you can send money to people you trust, regardless of where they bank².

App Store is a service mark of Apple Inc. Apple and the Apple logo are trademarks of Apple Inc, registered in the U.S. and other countries. Android, Google Play, and the Google Play logo are trademarks of Google Inc. Data charges may apply. Check with your mobile phone carrier for details. Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC and are used herein under license.

¹ Transactions typically occur in minutes when the recipient's email address or U.S. mobile number is already enrolled with **Zelle**.

² Must have a bank account in the U.S. to use **Zelle**.

³ In order to send payment requests or split payment requests to a U.S. mobile number, the mobile number must already be enrolled with **Zelle**.