

Peoples Bank of Alabama Electronic Banking Agreement-Consumer

This Peoples Bank of Alabama Electronic Banking Agreement (“Agreement”) contains the terms and conditions that govern your use of Online Banking, Mobile Banking, and Bill Pay. The terms and conditions in this Agreement are in addition to those that apply to any Account or other service you have with us. You should print this Agreement or contact us for a copy. The current version of this Agreement can be viewed at www.peoplesbankal.com.

Before using Online Banking, Mobile Banking or Bill Pay you must: (a) consent to electronic delivery of disclosures, and (b) agree to the terms and conditions in this Agreement. In addition, you automatically renew your acceptance of this Agreement each time you log in as a user of Online Banking or Mobile Banking and each time you use Online Banking, Mobile Banking or Bill Pay.

Each User will have a unique User ID and password and will be able to access and conduct transactions with Online Banking, Mobile Banking, and Bill Pay; except as otherwise provided in this Agreement. You agree that we are authorized to act on instructions received through Online Banking, Mobile Banking or Bill Pay under User’s User ID and password. Any Online Banking User can terminate his or her Online Banking, Mobile Banking, and Bill Pay services with respect to that Account.

- By using Online Banking to instruct us to terminate Online Banking, Mobile Banking and Bill Pay services for you; or
- By calling us at 877-788-0288.

I. Definitions.

The terms “we,” “us,” “our,” “Bank” refer to Peoples Bank of Alabama.

The terms “you” and “your” refer to the Bank customer who is entering into this Agreement.

“Account” or “Accounts” means your account or accounts enrolled for use with Online Banking, Mobile Banking or Bill Pay. In order to be enrolled for use with Online Banking or Mobile Banking, an account must be an open and active Bank checking, savings, certificate of deposit, loan account, or credit card. In order to be enrolled for use with Bill Pay, an account must be an open and active Bank checking account.

“Bill Pay” means the service that we make available pursuant to this Agreement and that allows you to make payments to designated third party payees from an Account that is a checking account. You can initiate Bill Pay transactions through Online Banking or Mobile Banking only.

“Business Day” is any day Monday through Friday, excluding federal public holidays.

“Electronic Funds Transfer” means a transfer that is initiated through Mobile Banking or Online Banking to debit or credit an Account that is a deposit account used primarily for personal, family or household purposes. The term does not include any transfer made through Fed wire or a similar wire transfer service, any transfer of funds between your Accounts, or any transfer between any of your Accounts and any customers within our financial institution.

“Mobile Banking” means the service that we make available pursuant to this Agreement and that enables you to conduct banking transactions, or receive mobile alerts by using a Mobile or Tablet Device.

“Mobile Device” means a cellular smartphone or tablet device on which you installed our Peoples Bank of Alabama Mobile Application, which is capable of conducting Mobile Banking transactions or receiving mobile alerts.

“Peoples Bank of Alabama Mobile Application” means the Apple® or Google® application downloaded in order to use Mobile Banking. We reserve the right to change the Mobile Banking Application and other protocols that we allow for Mobile Banking at any time without prior notice.

“Online Banking” means the service that we make available pursuant to this Agreement and that enables you to conduct banking transactions with us by using a personal computer or mobile application.

II. Online Banking Terms and Conditions.

A. Access to Online Banking.

A User will need a personal computer, tablet or mobile device and access to the Internet to use Online Banking. You are responsible for the installation, maintenance and operation of any software, computer, or device. We will not be responsible for any errors or failures involving any telephone service, Internet service, software installation on your computer.

Internet Computer Requirements

You must have a valid email address and telephone number. The computer you use must meet the following requirements:

- Standard PC or Macintosh® (at least 1-GHz processor and 1 GB of RAM)
- Available browser updates applied for improved security and greater anti-virus and spyware protection
- Microsoft® Windows® 7/8/Vista SP2+ or higher or Macintosh® OS-X or higher
- Cable, DSL, or ISDN Internet Connection
- You must use one of the following Web browsers for your Internet Computer:
 - If your Internet Computer has a Microsoft® Windows® 7/8/Vista SP2+ or higher operating system, you must use one of the following:
 - Microsoft Internet Explorer® 10.X or higher
 - Mozilla Firefox® 24-current version
 - Google Chrome™ 27-current version
 - If your Internet Computer has a Macintosh® OS-X or higher operating system, you must use one of the following:
 - Mozilla Firefox® 24-current version
 - Safari 6-7-current version
 - Google Chrome™ 30-current version
- In order to view a pdf version of eStatements online, you must have Adobe Acrobat Reader 4 or higher. You may download a free copy of this Adobe Acrobat Reader at www.adobe.com.
- You must have either sufficient computer memory or disk space to download or the ability to print all Communications delivered electronically.
If you have any questions about these requirements, please call us at **877-788-0288**.

Occasionally, Online Banking may not be available. If we reasonably anticipate that Online Banking may be unavailable for an extended period of time, we will post a message. However, we do not guarantee the availability of Online Banking on all computers, on all networks, or at all times. In no event, shall we be liable for any damages due to the inability to access Online Banking, any particular Online Banking function, to execute transactions through Online Banking, or to receive information through Online Banking.

You may choose to use a third party's financial management software, in connection with Online Banking. You are responsible for obtaining and maintaining a valid and separate license agreement with the provider of your software. **The Bank is not responsible for any losses related to errors, failures, misapplications, or malfunctions of your Computer or your Software, or to any computer virus or malicious software affecting your Computer or Software.**

B. Security.

Password and User ID

A User must use his or her User ID along with his or her password to access Online Banking. Each User is required to enroll in Online Banking through a Desktop or Mobile device; and create a unique User ID and will be assigned a temporary password during that enrollment process for Online Banking. The unique User ID must contain a minimum of five (5) characters. The new password must contain a minimum of seven (7) characters, cannot be more than fifteen (15) characters, must contain at least one (1) number, and cannot be the same as the last ten (10) passwords. Passwords are case sensitive.

A User ID and password should not be associated with any commonly known personal identification such as social security number, address, date of birth, or names of relatives. The password should be memorized, not written down.

User will need to remember passwords and User IDs in order to access Online Banking. Passwords are not communicated to us. Upon five (5) unsuccessful attempts to log in, access to Online Banking will be suspended until User contacts us to have the account enabled and/or to obtain a new temporary password. A User may contact a customer service representative at 256-737-7000 or 877-788-0288 for assistance.

You agree not to disclose or otherwise make your User ID or password available to anyone. Except as otherwise provided in this Agreement you agree that we are authorized to act on instructions received under User ID and password. You accept responsibility for the confidentiality and security of all User IDs and passwords. You agree that you will change your password regularly, and that all future passwords will comply with the requirements set forth above.

Secure Access Code

To protect your account, we will verify your identity by sending you a temporary one time use 6-Digit Secure Access Code. You can receive a Secure Access Code by selecting one of the following: SMS-Text Message, Phone to, or Email. A Secure Access Code will be prompted at each login to Online Banking, unless you 'Register Device' to activate your computer or mobile device. To activate your computer as a registered device, we will place a Secure Token in your browser. Your PC must be configured to accept 'cookies' from this site. The next time you log on, you will only need to enter your User ID and password. The number of allowable activations may be limited for the security of your account. If you are at a public computer, select 'Do Not Register Device' and the computer will not be activated.

Secure Messaging with the Bank

You may use this Service to send and receive secure electronic messages to and from the Bank. In order to use this Service, you must be logged in to Online Banking.

From time to time, the Bank may send unsecured electronic mail to your e-mail address to notify you that certain information is available. The Bank will not ask you to send personal information, such as account numbers and passwords, to the Bank in an unsecured e-mail. If you wish to send personal information to the Bank, you should send a secure message using this Service. You should never send personal information in an unsecured e-mail.

The Bank may not immediately receive electronic mail that you send. Therefore, do not rely only on electronic mail if you need to communicate with the Bank immediately – for example, if you need to stop payment on a check, to report unauthorized use of the security code, or to report an unauthorized transaction from one of your accounts, you need to contact the Bank immediately, at 877-788-0288 or 256-737-7000. The Bank will not take actions based on your electronic mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

Security Alerts

There are alerts that the bank has set up to notify you within Secure Messaging under Security Alerts. These alerts are set to automatically send a notification to Secure Messaging Center. Should you receive an alert and have any questions or concerns please contact us at 877-788-0288 or 256-737-7000.

Other security alerts are available to customize, you can choose your own delivery method as well as enable alerts and disable as you feel necessary.

C. Accounts.

The Bank, in its sole discretion, will designate both the number of accounts that may be included in one subscription for Online Banking and the specific types of Peoples Bank of Alabama accounts that are eligible to be available online, and may change these designations from time to time. You may obtain this information, by calling 877-788-0288. To the fullest extent permitted by law, the Bank reserves the right to refuse to include any eligible Peoples Bank of Alabama account within your subscription to Online Banking.

A "**consumer**" account is an account established primarily for personal, family or household purposes.

Any obligation that the Bank may have, whether under the applicable Account Agreement or otherwise, to verify two or more signatures or other form of authorization before making payment from any Peoples Bank of Alabama account does not apply to transfers and bill payments requested through Online Banking. By requesting the Bank to include any Peoples Bank of Alabama account online, you waive any right you may have to require the Bank to verify two or more signatures or other form of authorization before making payment from that account, and you release the Bank from liability for any and all claims that arise from or relate to the Bank's payment of a transfer or bill payment requested and authorized through Online Banking by only one person.

As a security precaution, the Bank may use less than the full account number to identify any of your accounts within Online Banking or any alerts that the Bank sends to you. If the Bank chooses to do so, each account will be identified by a name or nickname you have designated for it and/or the last four digits of the account number (such as "My Checking / *9999").

D. Types of Transactions.

A User may use Online Banking to:

- Transfer funds between Accounts, except that funds cannot be transferred to or from an Account that is a certificate of deposit;
- Transfer funds to other customers within our financial institution
- Transfer funds to an external account at another financial institution
- View Electronic Statements
- Deposit Checks via a mobile device
- Open a Checking or Savings Account
- Review balances, transaction histories for Accounts;
- Set up Alerts;
- Update Address information;
- Export Account information to financial management software programs that you have obtained separately from a third party
- Initiate payments through Bill Pay; and
- Stop payment on checks written on an Account that is a checking account.

Transactions involving a deposit account, including checking account stop payment requests, will be subject to the terms of the applicable deposit account agreement and disclosures. Transactions involving a line of credit account will be subject to the terms of the applicable loan agreement and the disclosures we previously provided to you.

E. Posting of Transfers.

Transfers, other than Bill Pay transfers, received through Online Banking before 8:00 p.m. (Central Standard Time) on a Business Day are posted to the Account the same day. Transfers, other than Bill Pay transfers, received after 8:00 p.m. (Central Standard Time) on a Business Day or on a day that is not a Business Day, will be posted on the next Business Day. See Section V.C for information regarding the processing of Bill Pay transfers.

F. Limitation on Number and Amount of Transactions.

Transfers from an Account that is a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per month or statement cycle. Online Banking cannot be used for transfers to or from a certificate of deposit. Online Banking may only be used to initiate a Bill Pay transaction from an Account that is a checking account.

G. Stop Payments.

A User may initiate a stop payment request for checks written on an Account that is a checking account. This stop payment service is not available to cancel transfers scheduled through Bill Pay. See Section V.D for information regarding canceling or stopping payment on a transfer scheduled through Bill Pay. Online stop payment requests are processed on the same Business Day for a request received by 8:00 p.m. (Central Standard Time) on a Business Day. Online stop payment requests received on a Business Day after 8:00 p.m. (Central Standard Time) or received on a day that is not a Business Day will be processed on the next Business Day following the date we received the stop payment request. Stop payment requests initiated through Online Banking shall be binding once we receive them. A signature is not required. Fees do apply; see schedule of Fees.

Also, if you have used Online Banking to tell us in advance to make regular Electronic Funds Transfers out of an Account that is a deposit account, such as by establishing a series of recurring transfers, you or another Authorized User can stop any of these Electronic Funds Transfers by calling us at 1-877-788-0288 or writing us at Peoples Bank of Alabama, 1912 Cherokee Ave SW, Cullman, AL 35055. We must receive the request to stop payment three (3) Business Days or more before the Electronic Funds Transfer is scheduled to be made. If you request us to stop one of these Electronic Funds Transfers three (3) Business Days or more before the Electronic Funds Transfer is scheduled to be made and we do not stop or cancel the Electronic Funds Transfer, we will be liable for your losses and damages.

H. Fees and Charges.

Currently, we do not charge fees for Online Banking. However, we may charge the fees set forth in agreements, disclosures or fee schedules for particular banking products or Accounts (e.g. overdraft fee), even if the fee results from the use of Online Banking.

For Bill Pay fees, see Section V.E. We reserve the right to add or change the fees for Online Banking after sending you notice in accordance with this Agreement and any applicable law. You agree that we may deduct all such fees from any Account that is a deposit account. You are responsible for Internet service fees you incurred in connection with use of Online Banking.

III. Mobile Banking Terms and Conditions.

A. Access to Mobile Banking.

To access Mobile Banking, a User must have a Mobile or Tablet Device. In order to use Mobile Banking, a User must download, install and use the Mobile Banking application for Apple or Android. We are not responsible for any damage to any Mobile Device resulting from downloading, installing or using the Mobile Banking Application. To download the Mobile Banking Application, please follow the instructions found in the eBanking section of our website.

Mobile Requirements

You must have a valid email address and telephone number. The Mobile/Tablet Device you use must meet the following minimum requirements:

- Android OS 4.0 or higher or iOS 7.0 or higher
- 4G LTE/Wi-Fi
- Rear-facing, auto-focus camera (for photo deposit) 5-current version
- In order to view a pdf version of eStatements online, you must have Adobe Acrobat Reader 4 or higher.
- You must have either sufficient computer memory or disk space to download or the ability to print all Communications delivered electronically.

If you have any questions about these requirements, please call us at **877-788-0288**.

The User ID and password used to access Online Banking shall also be used to access Mobile Banking.

When accessing Mobile Banking, Users will see a menu of available Mobile Banking functions (e.g., view balances, view or search for transactions, locate branches, execute transfers, etc.). From time to time we may add, modify or delete particular Mobile Banking functions or geographic areas served by Mobile Banking. Unless otherwise prohibited by law, we may make such changes in functionality or geographic service without prior notice.

We do not guarantee the availability of Mobile Banking on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. In no event, shall we be liable for any damages due to the inability to access Mobile Banking or any particular Mobile Banking function, to execute transactions through Mobile Banking, or to receive information through Mobile Banking.

If a User obtains a different Mobile Device, he or she will be required to download and install Mobile Banking Application to that different Mobile Device under the same terms set forth in this Agreement. You agree that you shall delete all Mobile Banking Applications from Mobile Devices promptly if this Agreement or any license granted under it or another agreement terminates for any reason. We reserve the right to change, add to, or terminate services with third-party Mobile Banking Application providers and licensors, to substitute different Mobile Banking Application, and to enter into or arrange for the provision Mobile Banking Application by other licensors and third-parties.

B. Types of Transactions.

A User may use Mobile Banking to:

- Review the balances and transaction histories for Accounts;
- Transfer funds between Accounts, except that funds cannot be transferred to or from an Account that is a certificate of deposit;
- Transfer funds to other customers within our financial institution;
- Transfer funds to an external account at another financial institution;
- Deposit Checks;
- View Electronic Statements;
- Change address information;
- Stop payment on checks written on an Account that is a checking account;
- Open a Checking or Savings Account;
- Set up and receive mobile alerts regarding Accounts;
- Track expenses paid from Accounts; and
- Initiate payments through Bill Pay.

Transactions involving a deposit account will be subject to the terms of the applicable deposit account agreement and disclosures. Transactions involving a line of credit account will be subject to the terms of the applicable loan agreement and the disclosures we previously provided to you.

C. Posting of Transfers.

Transfers, other than Bill Pay transfers, received through Mobile Banking before 8:00 p.m. (Central Standard Time) on a Business Day are posted to the Account the same day. Transfers, other than Bill Pay transfers, received after 8:00 p.m. (Central Standard Time) on a Business Day or on a day that is not a Business Day will be posted on the next Business Day. See Section V.C for information regarding the processing of Bill Pay transfers.

D. Limitation on Number and Amount of Transactions.

Transfers from an Account that is a savings account to another account or to third parties by preauthorized, automatic, or telephone transfer are limited to six per month or statement cycle. Mobile Banking cannot be used for transfers to or from a certificate of deposit. Mobile Banking may only be used to initiate a Bill Pay transaction from an Account that is a checking account.

E. Mobile Alerts.

Mobile Banking may provide automatic, Account-related alerts to a Mobile Device. Account alerts may be turned on or off as part of Mobile Banking. A User may customize, deactivate or reactivate alerts. We may add new types of alerts periodically, or cease to provide certain types of alerts at any time at our sole discretion. Mobile Banking alerts will be sent through Mobile Banking to the specific notification system or the phone number or email address you have provided as the primary email address for Mobile Banking. If an email address or Mobile Device's email address changes, you are responsible for informing us of that change.

You understand and agree that any alerts provided through Mobile Banking may be delayed or prevented for a variety of reasons. We attempt to provide alerts in a timely manner with accurate information. However, we do not guarantee the delivery or the accuracy of the content of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert, or for any actions taken or not taken by you, or any third party in reliance on an alert.

F. Text enrollment.

Text Enrollment must be separately requested within Online Banking. By entering your phone number you acknowledge that you agree to the terms of service and are subscribed until you send **STOP** to Peoples Bank Text Banking, provided by Peoples Bank. Peoples Bank Text Banking works with: Alltel, AT&T, Boost Mobile, Cincinnati Bell, Sprint PCS, T-Mobile, U.S. Cellular, Virgin Mobile USA, and Verizon Wireless but is not compatible with all handsets. Receive banking account alerts. Receive 1 message per query. **Msg & Data rates may apply.** For help, send **HELP** to 226563. To cancel text enrollment, text **STOP** to 226563 at any time. For support call 877-788-0288 or (256) 737-7000.

G. Export Controls

Direct Exports: A direct export is any item (which includes **commodities, software and technology**) that is sent from the U.S. to a foreign destination. The method of the transfer can be physical shipment (mail or hand-carried on a plane), electronic transmission (facsimile, email or download), or oral communication of information. Also, an export transaction occurs even if the item is not for sale, the item is only leaving the U.S. temporarily, and/or it was sent to a wholly-owned U.S. subsidiary located abroad.

Re-exports: A re-export is a shipment or transmission of U.S.-origin items from one foreign country to another. Also, foreign-made items that have more than a de minimis amount of U.S. content are also covered by the EAR. **In other words, U.S. jurisdiction follows U.S.-origin goods around the world and liability for EAR violations does not cut off at the U.S. border.**

Deemed Exports: The release of technology or computer source code subject to the EAR to a foreign national located in the U.S. is a "deemed export" to the foreign national's country of origin. The "release of technology" can occur through visual inspections (such as reading technical specifications or seeing a demonstration of a product) or the oral exchange of information (such as a business meeting at which a regulated technology is explained to a foreign national).

H. Fees.

Currently, we do not charge fees for Mobile Banking. However, we may charge the fees set forth in the agreements, disclosures or fee schedules for particular banking products or Accounts (e.g. an overdraft fee), even if the fee results from the use of Mobile Banking. For Bill Pay fees, see Section V.E. We reserve the right to add or change fees for Mobile Banking after sending notice in accordance with this Agreement and any applicable law. You agree that all such fees can be deducted from any Account.

You are responsible for obtaining a mobile communications service provider and for any amount that a service provider may charge for Internet-related use and for SMS text messages. You are responsible for all fees and charges that may be charged by any mobile communications service provider or any other third parties while using Mobile Banking.

I. Stop Payment.

If you have used Mobile Banking to tell us in advance to make regular Electronic Funds Transfers out of an Account that is a deposit account, such as by establishing a series of recurring transfers, you or another Authorized User can stop any of these Electronic Funds Transfers by calling us at 1-877-788-0288 or writing us at Peoples Bank of Alabama, 1912 Cherokee Ave SW, Cullman, AL 35055. We must receive the request to stop payment three (3) Business Days or more before the Electronic Funds Transfer is scheduled to be made. If you or another Authorized User requests us to stop one of these Electronic Funds Transfers three (3) Business Days or more before the Electronic Funds Transfer is scheduled to be made and we do not stop or cancel the Electronic Funds Transfer, we will be liable for your losses and damages.

IV. Photo Deposit Terms and Conditions.

A. Services.

The photo deposit capture services ("Services") are designed to allow you to make deposits to your checking and/or savings accounts by scanning checks and delivering the images and associated deposit information to the Bank or the Bank's designated processor. Enrollment for Photo Deposit must be separately requested within Online Banking. The request will be reviewed by the bank's Online Banking Staff and a decision made within three business days. The checking or savings accounts designated by you during the enrollment process must be set up through the Bank's online banking service (each such account hereinafter referred to as an "Authorized Account"). Each such deposit is referred to in this Agreement as a "Photo Deposit Transaction." Photo Deposit uses a smartphone camera to take a picture of the front and back of each check and submit the images electronically to make deposits to your checking or savings accounts. When capturing the images, visual brackets provide a guide for centering the check. Each check image is analyzed for quality upon submission; if the image does not pass, you will be immediately notified and you can re-capture the check image. You can cancel the transaction at any time during the photo deposit process. However, once the transaction has been submitted, it cannot be canceled. By using the Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. The Bank reserves the right to change the Service at any time and in any manner in its sole direction. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

B. Acceptance of these Terms.

By electronically accepting this Agreement, you are agreeing to all of the terms outlined within it. This Agreement is subject to change from time to time. We will notify you of any material change. We will provide you with advance notice of any changes to the terms of this Agreement when required to do so by applicable law. Your continued use of the Service after we provide you notice of changes will indicate your acceptance of the revised Agreement.

C. Limitations of Service.

When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

D. Hardware and Software.

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. See "www.PeoplesBankAl.com" for current hardware and software specifications. You will also be required to download and install the Service application to your smart phone device from your wireless service provider. The Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Service.

E. Fees.

The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at Peoples Bank of Alabama from which fees for the Service will be debited (your "Billing Account"). Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to

the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

F. Eligible items.

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

G. Ineligible Items for Deposits.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

1. Checks or items:
 - A. Containing obvious alterations to any of the fields on the front of a check or item, or which a customer knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
 - B. Dated more than six months prior to the date of the deposit;
 - C. Drawn on a financial institution located outside of the United States;
 - D. Not payable in U.S. currency;
 - E. Previously converted to a substitute check, as defined by Regulation CC;
 - F. That are irregular (e.g., check amount number differs from the written amount);
 - G. That are remotely created checks, as defined by Regulation CC; (whether in paper form or electronically created)
 - H. With no magnetic Ink Character Recognition (MICR) line;
2. Traveler's Checks;
3. U.S. Savings Bonds.
4. Cash

NOTE: Any of the above items will be automatically rejected by the Bank's MRDC program and a customer will receive a corresponding error notice stating that the check or item cannot be processed. Additionally, only Items that are made payable to, and endorsed by, you may be transmitted through the Service.

Except as noted above, only checks drawn on or payable at or through a U.S. bank, can be transmitted through the Service.

Deposits of this nature are grounds for the immediate termination of the Services and an immediate reversal of the transaction or credit to your account. A reversal means the amount of the item(s) deposited will be removed from your account and will reduce your account balance. The reversal may also result in a negative balance on your account and overdraft fees that may occur will be your responsibility.

H. Endorsements.

Endorsements must be made on the back of the check within 1 /12 inches from the top edge, although we may accept endorsements outside this space. Your endorsement must indicate "**For Photo Deposit Only**". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees may only be deposited to an account with the same payee ownership. If a check payable doesn't match the account ownership, the check will be returned.

I. Receipt of Check Images.

We reserve the right to reject any check image transmitted through the Service, at our discretion. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. An image of a check shall be deemed received when you receive an "accepted status" confirmation from the Service that we have received the check image (if there are issues with the check image, a "deposit failed" message should display). Receipt of such confirmation does not mean that the transmission was error-free or complete, or that your Authorized account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Account agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

J. Availability of Funds.

For determining the availability of your deposits via the Service, Photo Deposits are classified as "not-in-person deposits" as defined in Regulation CC and are treated as deposits outlined in the Bank's Funds Availability Policy. If you make a deposit before 7:00 pm (Central Standard Time) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 7:00 pm (Central Standard Time) or on a day we are not open, we will consider that the deposit was made on the next business day we are open. You understand that following our receipt and processing of the image, funds from the check will be made available for your withdrawal and/or use on the **NEXT** business day after we

receive your deposit; however, longer delays may apply. You also understand that credit is provisional until settlement is final. Refer to our Funds Availability Policy for complete information.

K. Retention and Disposal of Transmitted Items.

After transmitting the Electronic Item to us, you will retain the original Paper Items securely for fourteen (14) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon the Bank's request, customer agrees to provide Bank with the original Paper Item(s). Once the Retention Period has expired, customer will securely and irretrievably destroy original Paper Items from which they have previously created and submitted to the Bank an Electronic Item.

L. Deposit Limits.

Standard deposit limits are \$5,000 per month. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

Larger limits may be established upon request and approval. To request an increase in limit send a "Secure Message" within Online Banking and a reply will be returned within three (3) business days.

We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Service which exceed your deposit limits.

M. Errors.

You agree to notify the Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

N. Errors in Transmission.

By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

O. User Warranties and Indemnification.

You make the following warranties and representations with respect to your use of the Services and each image of an original check you transmit to us using the Services

- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, no fraudulent check and the drawer of the check has no defense against payment of the check.
- The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- Each check that you submit to us for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice.
- Other than the digital image of an original check that you remotely deposit through the Services, there are no other duplicate images of the original check.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- You have not knowingly failed to communicate any material information to us.
- You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any other party will submit the original check for payment.
- Your account into which you deposit checks using the Services, and the funds from such checks, are only used for consumer purposes and not for business purposes.
- You will not use the Services and/or your accounts for any illegal activity or transactions.
- Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of your use of the Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive termination of this Agreement.

P. Termination.

You or we may terminate the Service at any time. In the event your use of the Service is terminated, we may require you to return any hardware that we provided to you free of charge. To terminate the service, you will need to contact our customer service department at 1-877-788-0288.

Q. Ownership & License.

You agree that the Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Bank's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

R. Returned Deposits.

Any credit which we deposit into your account immediately following a Photo Deposit Transaction initiated by you will be a provisional credit. If a check that you deposit using the Service is returned or charged back on your account it will be deducted in full from your account along with any fees that are incurred due to the check's rejections as described in our fee schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account.

S. Photo Deposit Security.

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. **It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits.** You will notify us immediately by telephone with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destructions. If warranted in our reasonable judgment, we reserve the right to monitor your Photo Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

V. Bill Pay Terms and Conditions.

A. Access to Bill Pay.

A User can initiate Bill Pay transfers through Online Banking or Mobile Banking. Transfers through Bill Pay can only be made to third parties that have been designated as payees in Bill Pay. In order to designate a third party as a payee in Bill Pay, a User must log into Online Banking and enter the payee's information into the applicable Bill Pay screens. If any of the payee's information changes, you must immediately log into Online Banking and update the information in the applicable Bill Pay screens. You agree to immediately notify us if any payee fails to receive funds for a transfer initiated using Bill Pay.

We are not responsible for transfers that cannot be processed due to incomplete, outdated or otherwise incorrect information or if subsequent transfers to the same payee fail. Payees must be located within the United States, and we reserve the right to prohibit a User from designating or continuing to designate any third party as a payee. If you no longer want to initiate transfers to a third party through Bill Pay, you agree to remove that third party from the designated payees in Bill Pay.

Occasionally, Bill Pay may not be available. If we reasonably anticipate that Bill Pay may be unavailable for an extended period of time, we will post a message on our website. However, we do not guarantee the availability of Bill Pay on all computers, on all networks, or at all times. In no event, shall we be liable to you for any damages due to the inability to access Bill Pay or to execute transactions through Bill Pay.

B. Types of Transactions.

A User may only use Bill Pay to pay bills directly from an Account that is a checking account. An Authorized User can use Bill Pay to initiate one-time (single) or recurring transfers to third parties that you have designated as payees in Bill Pay. Bill Payment users have the ability to perform Person to Person payments. There is a limit of \$1,300 per transaction, daily limit of \$2,600.

C. Processing Payments through Bill Pay.

Bill Payments can be paid by Check or Electronically. Bill Payments processed electronically should be submitted by 2:00 p.m. (Central Standard Time) on the Business Day on which the User wants the transfer to be processed. If the Bill Payment is submitted after 2:00 p.m. (Central Standard Time) of the Business Day the User wants the transfer processed or on a day that is not a Business Day, the bill payment will process the next Business Day.

D. Canceling or Stopping a Transfer Scheduled Through Bill Pay.

Stop payments on bill payment can only be placed on a transaction that has been paid by check. An electronic payment submitted through Bill Payment cannot have a stop payment placed; you can cancel through bill pay before 2:00 pm (Central Standard Time) or by calling 877-788-0288 or 256-737-7000.

E. Fees and Charges.

We will charge the following fees for use of Bill Pay:

- Rush Delivery of Check Bill Payment Fee of \$14.95.
- Rush Delivery of Check Bill Payment Fee \$9.95.
- Rush Delivery of Electronic Bill Payment Fee \$4.95.

Option must be submitted by 3:00 pm (Central Standard Time); to process by selected delivery date on Rush Delivery. Additionally, you agree that we can charge the fees set forth in the other agreements, disclosures or fee schedules for particular banking products or Accounts (e.g., an overdraft fee), even if the fee results from use of Bill Pay. You agree that all fees we charge in connection with use of Bill Pay can be deducted from any Account that is a deposit account. We reserve the right to add or change fees for Bill Pay after sending notice in accordance with this Agreement and any applicable law. You are responsible for obtaining an Internet and mobile communications service provider and for any amount that service providers may charge. You are responsible for all third party fees and charges incurred while using Bill Pay.

VI. External Transfers.

External transfer service allows you to transfer funds between linked personal deposit accounts at Peoples Bank of Alabama and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Peoples Bank of Alabama. An outbound transfer moves funds from an account at Peoples Bank of Alabama to an account outside of Peoples Bank of Alabama. You will need to enroll each of your non-Peoples Bank of Alabama accounts that you wish to use for this Service.

To request this service please send a "Secure Message" within Online Banking and your request will be reviewed by our Online Banking Staff and a decision made within three (3) business days.

You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Peoples Bank of Alabama procedures. The verification process must be completed by you prior to using the Service. You will have 5 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your Peoples Bank of Alabama account the business day following the day you initiate the transfer, provided you have met the Bank's cutoff time for submitting External transfers. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating a transfer is 4:00 p.m. CST. Funds requested to be transferred will be debited/credited to the non-Peoples Bank of Alabama account according to the receiving Bank's availability and transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be cancelled by 4:00 p.m. CST the day prior to the scheduled transfer date. If the transfer status is in Processing, Pending or Processed, you cannot cancel the transfer.

There are currently no fees for this Service. Fees are subject to change.

Transfers are subject to the following limits:

1. \$1,500 per day limit.

2. \$5,000 per month limit.

The above limits apply to the total of all External transfers of a specific type for all accounts enrolled in the Service. We may change the dollar limits and transfer limits at any time.

VII. Customer to Customer

You can choose to make a single transfer to another account holder or link another account holder's account (for deposit purposes only) to your online login. If you plan to make more than one transfer to the other account holder, or if you need to create a recurring or future-dated transfer, linking the account is required. To complete a customer to customer transfer you must know the other parties email address on file and the last four (4) digits of the receiving parties account number.

VIII. My Rewards

The My Rewards is a rewards and incentive program through which the Rewards Program Website is made available; through Online Banking, for redemption of Points (as defined below) accruing to the benefit of a Participant (as defined below), based on Peoples Bank Debit Card usage. (See terms and Conditions during the My Rewards Enrollment process)

- "Points" means intangible personal property points provided by Velocity to Participants under the Rewards Program, and which may be redeemed for rewards gifts.
- "Rewards" means the rewards gifts catalogued on the Rewards Program Website for which Points may be redeemed in the Rewards Program.
- "Participant" means a person or entity participating in the Rewards Program.

IX. eStatements

EStatements are available for all deposit accounts; you are required to have a valid email address on file to receive notifications of eStatements availability. To receive electronic statements you must enroll each account individually. The Online Agreement and printable versions of your statements are in Adobe PDF format. You need Adobe Reader to view them. Statements are available for eighteen, (18) months. You may obtain a paper copy of any Account Communication or Online Banking Communication delivered electronically by printing it yourself. We may make available paper copies of Account Communications or Online Banking Communications that were provided electronically.

Updating your E-Mail address for Electronic Disclosures

It is solely your responsibility to assure that the e-mail address you have provided to us in connection with your use of Online Banking is current and accurate. You may make changes to this e-mail address after logging into Online Banking through our Web site or by calling us at 877-788-0288 or 256-737-7000. Any change to your e-mail address will be effective only after we have received the changed address and had a reasonable period of time of not less than one business day to process the change.

All Communications in Writing

All Communications delivered to you electronically as provided in this Agreement will be considered "in writing" and will be given the same legal effect as any and all periodic statements, notice, agreement, acknowledgement or other information that is provided on paper. You should print or download for your records a copy of each Communication provided to you electronically, including this Agreement.

Termination of eStatements

Under the Preference tab when viewing your eStatements you may change your delivery option at any time or contact us at 877-788-0288 or 256-737-7000 for assistance.

We reserve the right, in our sole discretion, to discontinue providing electronic Communications to you, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

X. My Easy Manager

The myEasyManager Service permits you to aggregate and access information regarding your Peoples Bank of Alabama accounts and your accounts with other companies through Online Banking. The accounts you designate for account aggregations in the myEasyManager Service are together referred to as "**myEasyManager Accounts**". In order to receive the myEasyManager Service, you must access Online Banking by logging in directly on the Bank's Web site. The terms for myEasyManager contain limitations of liability and other provisions that are more restrictive than the provisions contained in this Agreement.

The myEasyManager provides you the tools to help successfully manage and track your finances. You can create a budget, monitor expenses, and set goals. We'll also allow you to track your upcoming bills and incomes, and enable you to view all your accounts in one convenient location. myEasyManager can help you in tangible ways to improve your overall financial health.

XI. Open an Online Account

Applying for an Online Account with Peoples Bank of Alabama is accessible through Online Banking. In order to open an account online you may access Online Banking by logging in directly on the Bank's Web site. The terms for Opening a New Account contain limitations of liability and other provisions that are more restrictive than the provisions contained in this Agreement. (See terms and Conditions during the Online Account Opening process) Accounts offered are listed below and are subject to change.

- eChecking Plus
- eSavings
- eYouth Savings
- eChristmas Club
- eMoney Market

XII. Peoples Bank Credit Card

VISA Credit Card Account established for you by Peoples Bank of Alabama is accessible through Online Banking upon approval of credit decision. Any Card issued to you by us remains our property and must be returned to us or to anyone we designate, upon request. In order to receive the PBA Credit Card, Card Manager Services, you must access Online Banking by logging in directly on the Bank's Web site. The terms for Card Manager Services contain limitations of liability and other provisions that are more restrictive than the provisions contained in this Agreement. (See terms and Conditions during the Card Manager Enrollment process)

XIII. Easy Solutions

This activity monitoring solution helps to detect phishing, pharming & malware attacks that are designed to steal your account information.

XIV. General Terms for Online Banking, Mobile Banking and Bill Pay.

A. Limitation on Use.

You agree that Online Banking, Mobile Banking or Bill Pay will not be used to conduct an illegal transaction, in connection with any illegal activity, or in any manner that would violate any federal, state or local law, regulation or ordinance. You further agree that Online Banking, Mobile Banking or Bill Pay shall not be used in connection with Internet gambling.

B. Confidentiality.

We will disclose information to third parties about the Accounts and the transactions conducted through Mobile Banking, Online Banking, or Bill Pay:

- (1)When it is necessary for completing the transaction;
- (2)When required or permitted by any applicable law, rule, subpoena, order or other legal process;
- (3)To protect against or prevent prohibited or illegal activity;
- (4)To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability;
- (5)If the third party is acting in a fiduciary or representative capacity for anyone who is an owner on the Account;
- (6)If the third party is our attorney, auditor or examiner to the extent needed to determine our compliance with applicable law or regulation; or
- (7)If you or another Account owner gives us permission.

C. Account Statements and Other Notices.

We will provide monthly statements for each Account that is a checking account and, at a minimum, a quarterly statement for each Account that is a savings account. We will provide a periodic statement for each Account that is a line of credit account. We do not provide regular statements for an Account that is a certificate of deposit.

We will provide all other notices required or permitted under this Agreement to you at your last known email address as set forth in our records, through Online Banking, or by mail. They will be effective upon sending unless otherwise specified in the notice. You must immediately notify us if your email address or mailing address changes. All notices that you are required or permitted to provide to us under this Agreement will be in writing, will be effective upon our receipt, and shall be delivered to Peoples Bank of Alabama, Online Banking Department, 1912 Cherokee Ave SW, Cullman, AL 35055.

D. Overdrafts (Order of Payments, Transfers, and other Withdrawals).

In the normal course of business, we generally pay all transactions, per the banks policy in the following order; one (1) electronic transactions first in order they are presented for payment, then two (2) checks cashed or checks issued for loan payment of bank products then three (3) all other checks by serial number on paying day. The bank reserves the right to change the order of payment without notice if fraud or possible illegal activity affecting the account is suspected.

E. Mobile Device, Internet and Mobile Communications Providers.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) any User's mobile communications service provider agreement, (ii) any User's Internet service provider agreement; or (iii) any Mobile Device, hardware, software or other any product or service a User may purchase from others relating to Mobile Banking, Online Banking or Bill Pay. This Agreement does not amend or supersede any agreements that you have with third party, and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Mobile Device suppliers and service providers are responsible for their products and services. You agree that any problems you have concerning those companies' products, services or agreements shall be resolved by directly with them and without involving us.

A Mobile Device or computer may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code or malware. We are not responsible for advising you of the existence or potential effect of any malware, etc. Your use of a Mobile Device, computer, hardware and software is at your own risk. However, you agree to immediately notify us if your Mobile Device or computer is subject to unauthorized tracking, hacking or other manipulation or if your Mobile Device is lost or stolen.

F. Lost or Stolen User ID or Password.

If you believe your User ID, password or Mobile Device has been lost or stolen, call us AT ONCE at 1-877-788-0288 or write to us at Peoples Bank of Alabama, Online Banking Department, 1912 Cherokee Ave SW, Cullman, AL 35055. You should also call the number or write to the address listed above if you believe that a transfer has been made or transaction has been conducted without your permission.

G. In Case of Errors or Questions about Your Electronic Funds Transfers.

Telephone us at 1-877-788-0288 or write to us at Peoples Bank of Alabama, Online Banking Department, 1912 Cherokee Ave SW, Cullman, AL 35055 as soon as you can, if you think that your deposit account statement is wrong or if you need more information about an Electronic Funds Transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and deposit account number.

Describe the error or the Electronic Funds 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.

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 ten (10) Business Days. We will determine whether an error regarding an Electronic Funds Transfer occurred within ten (10) Business Days after we hear from you and will correct any error regarding an Electronic Funds Transfer promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question regarding an Electronic Funds Transfer. If we decide to do this, we will credit your deposit account within ten (10) Business Days 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 ten (10) Business Days, we may decide not to credit your deposit account.

For errors involving Electronic Funds Transfers and new deposit accounts, we may take up to ninety (90) Business Days to investigate your complaint or question and we may take up to twenty (20) Business Days to credit your deposit 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 we used in our investigation.

H. Disclaimer of Warranties.

Use of Online Banking, Mobile Banking and Bill Pay is at your own discretion and risk, and you will be solely responsible for any damage to any Mobile Device or computer system or data. No advice or information obtained from us or through or from Online Banking or Mobile Banking shall create any representation or warranty by us.

ONLINE BANKING, MOBILE BANKING AND BILL PAY ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF ONLINE BANKING, MOBILE BANKING OR BILL PAY, OR THAT YOUR USE OF ONLINE BANKING, MOBILE BANKING OR BILL PAY WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ONLINE BANKING, MOBILE BANKING OR BILL PAY WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA.

ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY US, OUR SERVICE PROVIDERS, OUR LICENSORS AND CONTENT PROVIDERS.

I. Our Liability for Failure to Process an Electronic Funds Transfer.

If we do not complete an Electronic Funds Transfer initiated through Mobile Banking or Online Banking (including a Bill Pay transfer that is an Electronic Funds Transfer) on time, or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, there are exceptions. For example, we will NOT be liable if:

- (1) There is not enough money in an Account to make the transfer, or the funds are not available to make the transfer due to legal process or other restrictions;
- (2) The transfer would cause the Account to exceed the credit limit on the overdraft line of credit (if any) for the Account;
- (3) A User's computer, Internet service, Mobile Device, or other equipment is not working properly;
- (4) Our computers, Internet service or other equipment is not working properly and you have been advised about the malfunction before executing the transaction;
- (5) The payee or the payee's financial institution mishandles or delays the transfer;
- (6) The User does not provide us with correct information or sufficient information to properly process the transfer;
- (7) Circumstances beyond our control, including but not limited to flood, fire, natural disaster, war or a similar conflict, prevent us from properly completing the transfer; or
- (8) You fail to notify us that the payee of a recurring series of Electronic Funds Transfers did not receive an earlier Electronic Funds Transfer.

J. Limitation of Liability and Indemnification.

To the extent permitted by law, you agree to indemnify us and our affiliates, officers, agents, and employees, and hold us and our affiliates, officers, agents, and employees harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from use of Online Banking, Mobile Banking, or Bill Pay or the breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ONLINE BANKING, MOBILE BANKING OR BILL PAY REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

YOU FURTHER AGREE THAT WE WILL NOT BE LIABLE FOR ANY FAILURE TO COMPLY WITH THIS AGREEMENT DUE TO LEGAL RESTRAINT, INTERRUPTION OR FAILURE OF TRANSMISSION, WAR (DECLARED OR NOT), EMERGENCIES, LABOR DISPUTES, FIRE, NATURAL DISASTERS OR ANY OTHER CIRCUMSTANCES BEYOND OUR CONTROL.

ANY CLAIM RELATED TO ONLINE BANKING, MOBILE BANKING, BILL PAY OR THIS AGREEMENT MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH A CLAIM.

L. Copyright, Trademark and Ownership.

You acknowledge that the mobile, online and bill pay technology solutions, including any downloaded software, computer programs, images, graphics, text, photographs, notices, screens, web pages and other materials, are owned by us or third parties. You agree that no User will copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on Online Banking, Mobile Banking or Bill Pay without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the sites are the trademarks, service marks or logos of the Bank or others as indicated.

K. Amending this Agreement.

We may amend this Agreement by sending you a notice of the amendment. By continuing to use Mobile Banking, Online Banking or Bill Pay after the latter of receipt of the notice or any effective amendment date stated in the notice, you are deemed to accept the amended terms.

L. Termination and Suspension.

Either you or the Bank may terminate this Agreement upon ten (10) calendar days advance written notice to the other. If you terminate this Agreement, you will be responsible for any transfers that are processed before we receive and have a reasonable opportunity to act upon the notice. You may want to separately cancel any recurring transfers scheduled through Bill Pay.

If you do not use Online Banking for twelve (12) consecutive months, we will consider such non-use as notice that you have terminated your subscription to Online Banking. If you do not access the Bill Pay Service to pay a bill for six (6) consecutive months, we will consider such non-use as notice that you have terminated your Bill Pay service. You also may terminate this Agreement in its entirety or any one or more Services at any time by calling 877-788-0288. If you terminate Online Banking, you authorize us to continue making any transfers and bill payments you have previously authorized through Online Banking until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice (including termination by non-use, as provided above), we will make no further transfers or bill payments from your Online Accounts, regardless of whether you previously have authorized them through Online Banking. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further transfers or bill payments from your Online Accounts, including any transfers or bill payments you previously have authorized through Online Banking. The provisions of this Agreement that relate to any obligation or liability arising prior to termination, or the resolution of any dispute regarding such obligation or liability, shall survive termination of the Agreement.

Additionally, we may terminate this Agreement at any time without advance notice if we reasonably believe you have breached this Agreement or violated any applicable law. This Agreement will automatically terminate if you do not maintain an Account with us, if you withdraw your consent to receive notices and disclosures electronically, if any license granted under this Agreement or any other agreement related to Bill Pay, Online Banking or Mobile Banking is terminated, or if we discontinue offering Online Banking, Mobile Banking or Bill Pay. Upon termination of the Agreement, you will no longer be able to use Online Banking, Mobile Banking or Bill Pay. However, you will be responsible for transfers that are processed prior to termination and for your other obligations under this Agreement.

Furthermore, we may but are not required to suspend use of Mobile Banking, Online Banking or Bill Pay without terminating this Agreement if we are unable to process a transfer due to insufficient funds in one of the Accounts, Online Banking, Mobile Banking or Bill Pay has not been used by an Authorized User for three months, there are three or more unsuccessful attempts to log into Online Banking or Mobile Banking, or we reasonably suspect fraudulent activity has or may occur in connection with any Account or in connection with Online Banking, Mobile Banking or Bill Pay generally.

If we suspend use of Mobile Banking, Online Banking or Bill Pay, you must call us at 256-737-7000 or 877-788-0288. A representative is available between the hours of 7:30 a.m. to 5:30p.m. (Central Standard Time) Monday through Friday and 8:00 a.m. to 1:00 p.m. (Central Standard Time) on Saturday; except holidays or other required closure.

M. Governing Law.

This Agreement is governed by, and shall be construed in accordance with the laws of the State of Alabama without regard to the conflict of laws principles thereof.

N. Severability.

To the extent permitted by applicable law, Bank and you each hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be

invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

O. Entire Agreement.

This Agreement and the agreements governing the Accounts embody the entire agreement between us and you with regard to Online Banking, Mobile Banking and Bill Pay. Any oral agreements, promises, negotiations, or representations not expressly set forth in this Agreement or the agreements governing the Accounts are of no force or effect. To the extent that this Agreement and any agreement governing an Account are inconsistent, this Agreement shall control to the extent of the inconsistency.

P. No Waiver.

No waiver of the performance or breach of, or default under, any condition or obligation in this Agreement will be deemed to be a waiver of any other performance, or breach or any other condition or obligation of this Agreement.

Q. Jury Waiver.

YOU AND THE BANK EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION REGARDING ONLINE BANKING, MOBILE BANKING, BILL PAY OR THIS AGREEMENT.

R. Attorney's Fees.

In any action between you and us in court, the prevailing party shall be entitled to recover its reasonable attorneys' fees expended in the prosecution or defense of the court action from the other party.

S. Business Days and Hours of Operation.

For the purposes of this Agreement, the term "**Business Day**" means Monday through Friday, excluding all holidays recognized by the federal government. You can use Online Banking 24 hours a day, seven days a week, subject to regular daily maintenance periods and any special maintenance periods.

T. Changes to Your Contact Information.

It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of Online Banking is current and accurate. This includes, but is not limited to, name, address, phone numbers and e-mail addresses. You may make changes to your e-mail address or some of your other contact information by logging into Online Banking through the Bank's Web site. To change the other contact information, you must contact Customer Service at 877-788-0288 or 256-737-7000 to make other changes to your user profile. The Bank shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

U. Consent to Calls.

By providing us with a telephone number (including a wireless/cellular telephone), you are providing your express consent to receiving autodialed and prerecorded message calls from us at that number for fraud prevention, servicing, or other non-marketing purposes.

Please Read the Information Below Very Carefully

If you agree to abide by the information contained in the Peoples Bank of Alabama Online Banking Agreement below please click "I ACCEPT". You will then be able to use this service. If you do not agree to these terms please click the "I DO NOT ACCEPT" button. You will not be able to sign up for Peoples Bank of Alabama Online Banking and will be returned to the homepage.