

Oconee State Bank Online Banking Payment Services Terms & Conditions

This Online Banking Payment Services (this "Addendum") contains the terms and conditions for the use of Oconee State Bank's bill pay service (the "Bill Pay Service") and Oconee State Bank's person to person payment service (the "P2P Service") (collectively, the "Payment Services"). This addendum shall be considered as part of the Oconee State Bank Online Banking Agreement for Consumer Accounts (the "Agreement") and applies specifically to the Payment Services available to you under this Addendum. Terms defined in the Agreement shall have the same meaning in this Addendum, unless otherwise stated below.

Unless otherwise noted, if there is any direct conflict between the Agreement and this Addendum, the Addendum will govern the use of the Payment Services.

Your use of the Payment Services is also subject to any applicable Account agreement you have with us. Your use of the Payment Services constitutes your acceptance of this Addendum. This Addendum is subject to change from time to time. We will notify you of any material change as provided in the Agreement. We reserve the right, in our sole discretion, to add services, eliminate services, or otherwise modify the terms or features of any service. Any change will begin to apply upon the effective date of the change, and will apply only to your future use of the Payment Services. Your continued use of the Payment Services will indicate your acceptance of any such changes to the Payment Services.

By clicking the I Agree button, you agree to be bound by all of the terms and conditions set forth, and warrant that you are an authorized user acting with full authority and that you are duly authorized to execute this Agreement. If you do not agree to the terms and conditions of this Agreement, click the Cancel button.

A. GENERAL

1. USE OF PAYMENT SERVICES. In order to use the Payment Services, you must be enrolled in the Oconee State Bank Online Banking Service. Termination of Online Banking will result in the termination of the Payment Services.

2. FEES AND CHARGES. You agree to pay the fees and charges for your use of the Payment Services as set forth in the current fee schedule listed below. You agree that all such fees and charges will be deducted from your Primary Checking Account. If you close this checking Account, you must contact us immediately to designate another checking Account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Addendum. You are also responsible for data and Internet service fees you incur in connection with your use of the Payment Services.

Payment Services

Includes both the:

- Bill Pay Service; and
- P2P Service.

Features

- Pay bills you'd normally pay by check

- Save time and save money on postage and checks
- Set up recurring payments

Fees and Charges

No fees or charges for use of Payment Services

3. SERVICE PROVIDERS. You acknowledge and agree that from time to time, and at any time, with or without notice to you, we may make the Payment Services available through or using one or more unaffiliated third party service providers. You agree that we have the right to delegate to such service providers all of the rights and performance obligations that we have under this Addendum, and that such service providers will be third party beneficiaries of this Addendum and will be entitled to all the rights and protections that this Addendum provides to us.

4. OUR RIGHT TO REFUSE CERTAIN PAYMENT REQUESTS. We may refuse to honor any payment requests that reasonably appear to us to be fraudulent, unauthorized, erroneous, illegal or prohibited under this Addendum, or as otherwise permitted by law, and we shall have no liability for our refusal to honor these payment requests.

5. INSUFFICIENT FUNDS; FAILED PAYMENTS. If there are insufficient funds in your applicable Account to complete a payment transaction you have initiated, we may either refuse to process the transaction or complete the transaction, with or without overdrawing the Account, in our sole and absolute discretion. Subject to the requirements of applicable law, you are responsible for the amount of any payment transaction we complete on your behalf, as well as applicable fees and charges, whether or not your Account becomes overdrawn. Our election to execute any payment transaction if or when you have insufficient funds in your Account to cover such transaction in no way obligates us to execute any other payment transaction if or when you have insufficient funds. You further agree that:

- i. Upon demand, you will reimburse us immediately in the amount of any payment transaction that we have executed on your behalf;
- ii. We may make repeated attempts in our discretion to debit your Account for the amount of any payment transaction that we execute on your behalf, including, but not limited to, debit by ACH transaction;
- iii. If we complete a payment transaction on your behalf and you do not have sufficient funds in your Account to cover such transaction, we may assess our standard paid overdraft item/returned item fee, as in effect and disclosed in our pricing schedules at such time, against your Account, whether or not we overdraw your Account, and/or we may cancel, suspend, or limit of your use of the Payment Services and/or your Account without notice, and/or exercise any other rights or remedies available to us;
- iv. You will reimburse us for any fees or costs we incur in attempting to collect the amount of any executed payment transaction from you to the fullest extent allowed by law; and
- v. We are authorized to report the facts concerning the collection or recovery of any payment transaction to any credit or consumer reporting agency.

6. MOBILE DEVICES. You may from time to time receive SMS/text messages or otherwise use your mobile or wireless devices in connection with Payment Service transactions. Any usage of your mobile phone or wireless device in connection with the Payment Services is subject to the terms and conditions of the service agreement between you and your telecommunications provider. This Addendum does not amend, replace, or supersede the service agreement between you and your telecommunications provider. Your telecommunications provider may assess data and messaging charges, and you are solely responsible for any such charges. We are not responsible for providing

your telecommunications services, and you agree to resolve any problems with such services directly with your telecommunications provider without involving us. If you use any mobile or wireless device in connection with the Payment Services, and the device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You acknowledge that there are risks associated with using a mobile or wireless device, and that in the event of theft or loss of such a device, your confidential information could be compromised. You assume these risks.

B. BILL PAY SERVICE

1. BILL PAYMENTS. The Bill Pay Service allows you to schedule bill payments through Online Banking. You can arrange for the payment of current, future and recurring bills from a specified Oconee State Bank checking Account that has unlimited check-writing privileges. There is no limit to the number of payments that may be authorized. The minimum dollar amount of each bill payment is \$1.00; the maximum amount of each bill payment is \$5,000. You may pay any merchant or individual located in the United States and approved by Bank for payment through the Bill Pay Service, excluding child support or alimony payments and payments to federal government agencies. Bank reserves the right to refuse to pay any payee designated by you and will notify you in that event.

2. HOW TO SCHEDULE A PAYMENT. You must designate: (a) the Oconee State Bank checking Account from which the payment is to be made (the "Payment Account"); (b) the complete name of the payee, the payee account number, and the payee's remittance address, all exactly as shown on the payee billing statement or invoice; (c) the amount of the payment; and (d) the date the payment should be debited from the Payment Account. The payment must be entered by 3:00 PM EST on a Business Day to be sent that day. You agree that you will schedule payments as described in section 3 below.

3. HOW FAR IN ADVANCE TO SCHEDULE A PAYMENT. If the payee is to be paid by paper check (as indicated on the Bill Payer list), paper checks are mailed to the payee and the payee may not receive the payment until five (5) to eight (8) Business Days after the date the payment is issued; funds will not be debited from Payment Account until the check has been presented for payment. If the payee is to be paid electronically (as indicated on the Bill Payer list), the payee may not receive the payment until three (3) Business Days after the date the payment is debited from the Payment Account. Any scheduled payments made on a non-Business Day will be processed on the preceding Business Day. Holiday processing occurs the Business Day preceding the holiday. You understand and agree that Oconee State Bank is not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party, such as the failure of the payee to properly post a payment to the payee account.

4. RECURRING PAYMENTS. You may schedule payments for a fixed amount on the same date each month, to be automatically initiated (a "Recurring Payment"). The date on which a payment is scheduled to be made is referred to below as the "Recurring Payment Date." If a Recurring Payment Date is a day which does not exist in a certain month, then the payment will be initiated on the last Business Day of that month. For example, if you schedule a payment for the 30th of each month, your payment for the month of February will be initiated on or before the last Business Day of February. If the Recurring Payment Date falls on a day other than a Business Day in any month, your payment will be initiated on the preceding Business Day (i.e. if a Recurring Payment Date falls on a Saturday or Sunday, the actual check will be issued on Friday). Thus, your actual transaction date for any month may not be the Recurring Payment Date. You can stop any Recurring Payment before the cutoff time on the date the payment will be made by deleting the payment.

5. AUTHORIZATION TO DEBIT PAYMENT ACCOUNT. You authorize and direct Bank to act on all payment orders made using your User ID and to charge the Payment Account by electronic transfer, "no signature required draft", or by debiting and remitting funds on your behalf.

6. INCONSISTENCY OF PAYEE NAME AND PAYEE ACCOUNT NUMBERS. You acknowledge that if a payment order describes the payee inconsistently by name and number, payment of the bill payment may be made on the basis of the payee account number, even if the number identifies a person different from the named payee.

7. CANCELING SCHEDULED PAYMENTS. Bill payments may be cancelled online (by following the onscreen instructions) before 3:00 PM EST on the date of the scheduled payment date.

8. STOPPING A BILL PAYMENT THAT HAS BEEN DEBITED. Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from the Payment Account, you cannot cancel or stop a bill payment that has been paid electronically. You may be able to stop a bill payment paid by paper draft by contacting the Personal Banking Center at 706-769-6611 before the paper draft has cleared. If the paper draft has not cleared, Bank will process your stop-payment request. Bank will notify you if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, and the amount and scheduled date of the payment. Bank may charge the Bank's normal stop payment charges for the Payment Account. This section does not apply to payments not made through the Bill Pay Service.

9. BANK'S RESPONSIBILITY IN THE EVENT OF FAILURE TO MAKE A SCHEDULED PAYMENT. We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly or the payee has not posted properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or credit availability in the Payment Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Payment Account; if the Payment Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of the Bill Pay Service.

10. ELECTRONIC BILL PRESENTMENT. This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your billers ("Billers") directly if you do not receive your statements. If you elect to receive bills electronically, you also agree to the following: You authorize us to contact Billers on your behalf and to receive your billing statements and billing data, including the right to periodically access third party biller web sites designated by you ("Biller Sites"), on your behalf, to retrieve your electronic billing data ("eBill"). You agree that we are your agent for these limited purposes. You represent and warrant to us that you have the authority to appoint us as your agent to receive your billing statements, to view and download your eBills, and to use your name, passwords, usernames and any other information you provide to us for purposes of providing the services for you. You agree that we may use and store this information on our servers. You are responsible for all charges associated with our use of any Biller Site on your behalf and you agree to comply with the terms of use for the Biller Site. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of the Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. The electronic Biller has the right to cancel the presentment of its electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe

for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of the Biller. If you decide to no longer receive your bills electronically using our service, it is your sole responsibility to make arrangements for an alternative form of bill delivery. The electronic bill presentment service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

C. PERSON TO PERSON (P2P) PAYMENT SERVICE

1. TERMS AND DEFINITIONS. The following terms and definitions apply with respect to the P2P Service:

- “Receiver” means any person or entity to which a payment is sent through the P2P Service.
- “Sender” means any person or entity which sends a payment through the P2P Service.

2. PERSON TO PERSON PAYMENTS. The P2P Service is an electronic person-to-person payments service through which you may send payments to, or receive payments from, any person who maintains an eligible account with a financial institution.

3. SENDING PAYMENTS TO RECEIVERS. By providing us with names, telephone numbers, email addresses and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the payment instructions that we receive from you through the P2P Service. When we initiate the processing of a payment based on a payment instruction from you, you authorize us to immediately debit your applicable Account for the amount of any such payment instruction plus any related fees in effect at the time you initiate the payment instruction, and to remit funds on your behalf according to the terms of the P2P Service. You acknowledge and agree that any applicable fees will be charged, and will be deemed fully earned, when we receive and act on a payment instruction from you, regardless of when or whether the payment is completed. You may use the P2P Service to initiate (i) an immediate one-time payment to a Receiver, (ii) a one-time payment to a Receiver scheduled for a future date, and/or (iii) a recurring series of future payments to a Receiver. Further details about each of these options, including how far in advance a future or recurring payment may be scheduled, can be found within the P2P Service site. Payments initiated to Receivers are processed in two ways: (i) you can provide all the required information about the Receiver, including his/her bank account information, necessary to complete a transfer of funds, or (ii) you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Receiver will be contacted and requested to provide validation and bank account information necessary to complete the transfer of funds (a “Two-Step Transfer”). You understand and agree that when you initiate an immediate onetime payment to a Receiver, the processing of the payment will begin immediately and the debiting of your Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver’s account no earlier than the next Business Day after you initiated the payment. If you request a one-time payment to be initiated on a specified future date or a recurring series of payments to be initiated on specified future dates, then the processing of these payments will begin on the specified date and the debiting of your Account will occur as early as such specified future date(s). However, the payment funds will be transferred into the Receiver’s account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver’s account (even if such funds previously have been debited or withdrawn from your Account) may be delayed if the Receiver has not provided validation and/or bank account information necessary to complete the payment transaction. The P2P Service site may contain additional information regarding the delivery of a payment. You acknowledge and agree that we will begin to complete the transfer of funds to the Receiver only when the Receiver has provided all information required to complete such transfer, and you hereby

authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided all required information or ten (10) days. In any event, you acknowledge and agree that we will not be liable to you or the Receiver for any compensation or interest on funds held by use pending the completion or cancellation of a payment transaction. You further acknowledge and agree that our obligation to complete the transfer of funds that we have debited from your Account shall not begin until such time as the Receiver provides all required information necessary to complete the transfer. You authorize us to credit your applicable Account for payments you initiate that we cannot complete for any reason and/or for payments you initiate that may be returned to us by Receivers.

4. RECEIVING PAYMENTS FROM SENDERS. At any time while you are using the Payment Services, we may, in our discretion, automatically register you as a payment Receiver in the P2P Service and enable you to receive payments through the P2P Service. Otherwise, Receivers of payments who are not already registered will be invited to register by SMS/text message or e-mail. If you are invited to register after a Sender attempts to send a payment to you and you do not do so, then funds will not be transferred to you from the Sender, and the payment transaction will be cancelled. Once registered, you as a Receiver authorize us to credit your applicable Account for payments remitted to you by a Sender without further approval from you. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you. If you are the Receiver of a payment, you understand and agree that there may be a delay between the time you are notified of the pending payment and the deposit of the payment funds into your Account, and you may be required to take additional steps to facilitate the deposit of the payment funds into your Account. You authorize the Sender, the financial institution which holds the Sender's account and us to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of a payment to you. You acknowledge and agree that in the event that funds are transferred into your Account as a result of a payment and it is determined that such transfer was improper because it was not authorized by the Sender, because there were not sufficient funds in the Sender's account, or for any other reason, then you hereby authorize us to withdraw from your Account an amount equal to the amount of funds improperly transferred to you. If you are notified that you have received or will receive a payment from a Sender and such payment is not completed through the P2P Service due to insufficient funds in the Sender's account or other action on the part of such Sender (such as payment cancellation or failure to provide accurate or complete information), you acknowledge and agree that we will in no way be liable to you with respect to the failure of such payment, and you agree to look solely to the Sender for the resolution of such payment failure.

5. INSTRUCTIONAL MATERIAL; ACCURACY OF INFORMATION. You agree to comply with and to be bound by any terms or instructions set forth in any on-screen help or instructional material we provide in connection with the P2P Service. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they provide in order to make or receive payments through the P2P Service (including, but not limited to, the name, telephone number, email address, and/or account number of the Receiver), and for informing us as soon as possible if they become aware that this information is inaccurate. In the event any payment instruction identifies an account by name and account number, the payment may be executed by reference to the account number only, even if such account number does not correspond to the account name. You acknowledge and agree that discrepancies between account names and account numbers may not be investigated and that we have no responsibility or obligation to any party to investigate such discrepancies. We do not warrant or guarantee the identity of any user of the P2P Service (including, but not limited to, Receivers to whom you send payments). You bear sole responsibility for confirming the identities of the parties to your P2P Service transactions, for correctly entering

any information into the P2P Service site that is necessary to ensure a successful transaction, and for any errors in connection therewith. To the fullest extent permitted by law, we reserve the right to refuse to process or complete any transaction made through the P2P Service. We will attempt to notify you in the event we decide not to process a transaction initiated by you as a Sender; however, we may not notify you if you attempt to initiate a transaction prohibited under this Addendum.

6. PAYMENT METHODS AND AMOUNTS. An Inbound Transfer moves funds into your Oconee State Bank account from a Non-Oconee State Bank account. An Outbound Transfer moves funds from your Oconee State Bank account to a Non-Oconee State Bank Account. We may, at our sole discretion, impose or change the limits on the amount of money you can send or receive through the P2P Service. Such limits may be displayed on the P2P Service site. The minimum dollar amount of each transfer is \$1.00. The maximum amount of Inbound Transfers per day is \$2,500 and the maximum amount of Inbound Transfers per processing month is \$10,000. The maximum amount of Outbound Transfers per item is \$1,000 and per day is \$2,500. If your transfer request is submitted prior to the cut-off time, funds will be debited the Business Day after you submit the Outbound Transfer request and will be credited on the third Business Day after you submit the Inbound Transfer request. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your applicable Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic payment or paper check payment.

7. CANCELLATION OF PAYMENTS. You may request us to change or cancel any payment you have initiated as a Sender any time until the payment begins processing at 3:00 PM EST on each Business Day by following the instructions we provide on the P2P Service site. You should refer to other sections of this Addendum for additional terms regarding the cancellation or stopping of payments. Otherwise, we shall have no obligation to cancel, change, or stop payment on any payment that you have initiated as a Sender through the P2P Service, except as required by applicable law. If you elect to cancel your enrollment in the P2P Service, any payment transactions pending at the time of cancellation may be completed or cancelled by us, in our discretion.

8. REFUSED PAYMENTS. Any payment not claimed by the Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender sends money, the Receiver is not required to accept it. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a payment made through the P2P Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your applicable Account. If our attempts are unsuccessful (for example, your applicable Account has been closed) we will make reasonable attempts to mail you a paper check. If after sixty (60) days that check has not been presented for payment, we may stop payment on it and transfer the funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

9. ADDRESS OR BANKING CHANGES. You agree to ensure that the contact information in your P2P Service user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the P2P Service site or by contacting us at 706-769-6611. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Account or contact information.

10. TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU. By providing us with a telephone number (including a mobile telephone) and/or email address in connection with the P2P Service, you

consent to receiving calls and/or text messages from us at that number and/or emails from us for our everyday business purposes (including identity verification) and for other non-marketing purposes.

11. PRIVACY OF OTHERS. If you receive information about another person through the P2P Service, you agree to keep the information confidential and to use it only in connection with the P2P Service.

12. THIRD PARTY DISPUTE. If you have a dispute with any other user of the P2P Service, you release us 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 such dispute.

13. PROHIBITED PAYMENTS. The following types of payments are prohibited through the P2P Service, and we have the right, but not the obligation, to monitor for, block, cancel, and/or reverse such payments in our discretion:

i. payments to or from persons located in prohibited territories; ii. payments that violate any law, statute, ordinance or regulation; iii. payments that violate any term or condition of this Addendum, or any agreement governing your applicable Account; and/or iv. tax payments and court ordered payments.

In no event shall we be liable for any claims or damages resulting from your initiation of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment, except as required by applicable law. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will solely be the responsibility of the Sender and we will have no responsibility therefor whatsoever.

14. ACCEPTABLE USE. You agree not to use or attempt to use the P2P Service to engage in any transaction that is not specifically authorized and permitted or in any way that is in breach of the terms and conditions this Addendum. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the P2P Service, regardless of the purpose of the use, and for all communications you send in connection with the P2P Service. We 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 P2P Service for communications or activities that:

(i) violate any law, statute, ordinance or regulation, (ii) promote hate, violence, racial intolerance, or the financial exploitation of a crime, (iii) defame, abuse, harass or threaten others, (iv) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous, (v) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (vi) impose an unreasonable or disproportionately large load on our infrastructure, (vii) 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, (viii) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the P2P Service or the P2P Service site without our prior written permission, (ix) constitute use of any device, software or routine to bypass technology protecting the P2P Service site, or interfere or attempt to interfere, with the P2P Service site, or (x) may cause us to lose any of the services from our internet service providers, payment processors, or other vendors.