

## **Online Banking Agreement**

Oconee State Bank

This agreement (“Agreement”) states the terms and conditions that apply when using Online Banking, the Online Banking product offered by Oconee State Bank. The terms and conditions of this Agreement are in addition to those that apply to any accounts you have with us or any other services you obtain from us. You must follow all of our instructions and procedures applicable to the services covered by this agreement.

The term “Online Banking” means our Service that allows you to transfer funds, access accounts, obtain information and perform other transactions over the Internet by use of a personal computer or mobile device. Please read this entire Agreement prior to use of this Service. By using the Service, you agree to comply with the terms and conditions of this Agreement.

“We”, “us”, “our” or “OSB” refers to Oconee State Bank, Watkinsville, Georgia. “You” and “Your” mean each person who establishes an Online Banking account with us or who uses or is authorized to use your Online Banking User ID or Password or other means of access we establish or approve.

### **ACCOUNT AGREEMENTS**

The terms and conditions in this Agreement are in addition to any deposit account agreements you have with OSB, including, but not limited to, your signature card, OSB Schedule of Fees, OSB Electronic Fund Transfer Disclosure, any loan agreement you have with OSB, and any change of terms and notices.

### **USER IDENTIFICATION NUMBER AND PASSWORD**

To access our Service, you must use the Online Banking User ID or other means of access we establish together with a Password of your choosing. Anyone to whom you give your Online Banking User ID or Password or other means of access will have full access to your accounts even if you attempt to limit that person’s authority.

### **SECURITY**

In order to maintain secure communications and reduce fraud, you agree to protect the security of your Online Banking User ID and Password, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Service to maintain the security of our site and its systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person (s). It is your responsibility to change your Password in intervals. It is your responsibility to create a strong Password. We will not prompt you to do so.

Additionally, under no circumstances, will an OSB employee request your Password via the Internet, email or by any other means. DO NOT respond to such a request, even if the individual claims to represent OSB.

### **ACCOUNT OWNERSHIP**

You may not designate any account that requires more than one signature for withdrawals. An account owner must execute the OSB Online Banking Agreement from our website at [www.oconeeestatebank.com](http://www.oconeeestatebank.com) before online access is granted to your account(s) under the Service.

## **ONLINE BANKING TRANSACTIONS**

You, or someone you have authorized by giving them your Online Banking User ID and Password or other means of access (even if that person exceeds their authority), can instruct us to perform the following transactions:

- Make transfers between your qualifying accounts;
- Obtain information that we make available about your qualifying accounts; and
- Obtain other services or perform other transactions that we authorize.

OSB reserves the right to deny access to an account or to deny transactions under circumstances reasonably determined by OSB.

## **LIMITS ON ONLINE BANKING TRANSACTIONS**

You must have enough available funds or credit in any account from which you or an authorized user instructs us to make a payment or transfer. You should refer to the deposit agreements and signature cards for legal restrictions and service charges applicable for excessive withdrawals or transfers. Transfers made using the Service are counted against the permissible number of transfers described in the Deposit Agreements.

## **OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS**

We will make any reasonable effort to complete a payment or transfer on time and in the correct amount according to our account agreement with you. Examples of situations in which OSB has no liability for completing payments or transfers include, but are not limited to, the following:

- If, through no fault of ours, you do not have enough available funds or credit in the account from which a payment or transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a payment or transfer because of insufficient funds.
- If any payment or transfer would go over the credit limit of any account.
- If your equipment or ours was not working properly and the breakdown should have been apparent when you attempted to conduct the transaction.
- If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- If you do not properly follow our instructions or if you provide us with incorrect or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.
- If you do not instruct us soon enough for your payment or transfer to be received and credited by the time it is due.
- If the funds in the account from which a payment or transfer is to be made are subject to legal process or other claim that restricts the transaction.
- If circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite precautions that we have taken.

## **EQUIPMENT AND SOFTWARE**

You are responsible for the installation, maintenance and operation of your computer and/or mobile device and its software. OSB is not responsible for any errors or failures from any malfunction of your computer and/or mobile device or its software. OSB is also not responsible for any computer and/or mobile device virus or related problems that may be associated with the use of any online system including OSB's online banking products. OSB highly recommends the use of manufacturer endorsed virus detection software.

## **BUSINESS DAYS**

Our Service is generally available 24 hours a day, 7 days a week, except during maintenance periods. However, we only process transactions and update information on business days. Our

business days are Monday through Friday (9:00 AM. – 5:00 PM. E.S.T.). Federal Bank holidays are not included. Any banking transactions or payments made on a day that is not a business day or made after closing time on a business day will be treated as if they were made on the next OSB business day.

### **DOCUMENTATION**

The Bank will not provide any receipt or documentation of any transfers other than the regular monthly statement associated with the banking account. Any transfer will be accompanied with a corresponding confirmation number. You should print this confirmation number and use it to verify the transfer on your monthly statement.

### **STATEMENTS**

Your Online Banking payments and transfers will be indicated on your monthly or quarterly statements we provide or make accessible to you for your accounts. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement, or statement information.

### **ELECTRONIC MAIL (Email)**

If you send OSB an email message, it is agreed that OSB will have received the email message on the following business day. OSB will respond to your email within a reasonable length of time.

DO NOT rely on email to communicate messages that require immediate attention. This includes notifying OSB of unauthorized use of your Password.

You agree to allow OSB to communicate with you via email pertaining to any matter relating to OSB online banking. This includes a response to your notification to OSB regarding unauthorized use of your Online Banking User ID and Password. Email will be considered received by you after 3 days from the date OSB sent the email to you regardless of whether you sign on or use your online banking Service during that period.

### **YOUR LIABILITY**

You are liable for all transactions that you or anyone that you authorize performs, even if the person you authorize exceeds their authority. If you have given someone your Online Banking User ID and Password or other means of access and want to terminate that person's authority, you must change your password or other means of access or take additional steps to prevent further access by such person.

If you notify OSB within two (2) business days of an unauthorized payment, you can lose no more than \$50.00. If you do not tell us within (2) business days after you learn of the loss or theft of your Password or account number(s), and we can prove we could have stopped someone from using your Password or account number(s) without your permission if you had notified us, then you could lose as much as \$500.00.

Also, should your statement show bank transactions or payments that you did not make or authorize, please tell us immediately. If you do not tell us within 60 days after the statement was mailed, you may not get back any of the money you lost if we can show that we could have stopped the unauthorized banking transaction(s) or payment(s) if you had notified us in time.

You agree to assist OSB in its efforts to recover any funds that were transferred or paid without your permission or consent.

### **ERRORS OR QUESTIONS**

**CONSUMER ERROR RESOLUTION NOTICE** This error resolution notice applies to consumers only. In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, if you think your statement or receipt is wrong or if you need more

information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation by sending correspondence to:

OCONEE STATE BANK  
PERSONAL BANKING CENTER  
P.O. BOX 205  
WATKINSVILLE, GEORGIA 30677  
706.769.6611  
Business Days: Monday through Friday  
Excluding Federal Holidays

#### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

We will disclose information to third parties about your account, the banking transactions(s) or the payment(s) you make only in the following situations:

- Where it is necessary for completing banking transactions or bill payments;
- In order to verify the existence and condition of your account(s) to a third party, such as a credit bureau;
- In order to comply with laws, government agency rules or orders, or officials having legal authority to request such information;
- If you instruct us to do so.

#### **UNAUTHORIZED TRANSACTIONS OR LOSS OR THEFT OF YOUR ONLINE BANKING USER ID OR PASSWORD**

If you believe your Online Banking User ID, Password or other means of access have been lost or stolen or that someone has used them without your authorization, call us immediately at (706) 769-6611 or write us at:

OCONEE STATE BANK  
PERSONAL BANKING CENTER  
P.O. BOX 205

**JOINT ACCOUNTS**

The provisions of this “Joints Accounts” section apply if your accounts subject to the Service with us are joint. Each of you is jointly and severally obligated under the terms of this agreement as well as the original account agreement(s) governing your joint accounts. Each of you acting alone may perform transactions, obtain information, terminate this agreement or otherwise transact business, take actions or perform under this agreement. We are not required to obtain the consent of, or notify either of you of actions taken by the other. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make any claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your internet banking accounts. Each of you agrees to indemnify us and hold us harmless from and against any and all liability (including, but not limited to, reasonable attorney fees) arising from any such claims or actions.

**FEES**

You agree to pay all fees applicable to the Service. These fees are listed in our schedule of fees and are subject to change from time to time. Without limiting the generality of the foregoing, you agree that we may impose a fee for research requested by you. You authorize us to deduct all fees from your primary service account or, to the extent your primary service account lacks sufficient funds, from any of your other accounts maintained with us. You also acknowledge that these fees are in addition to any costs you incur for the telephone service or Internet service provider you use to access the Service.

**NEW SERVICES**

OSB may, from time to time, offer and introduce new online banking products and services. OSB will notify you of these new services and products. By using these services when they become available, you agree to be bound by the rules which have been communicated to you concerning these services.

**TERMINATION OF ACCOUNT ACCESS**

If, at any time, you do not comply with the terms of this Agreement and the agreement that governs your deposit accounts that you can access through this Service, OSB can terminate your access to those accounts.

Your account can be terminated for non-payment of fees (if applicable) or if your accounts are not properly maintained with OSB.