



Welcome to TNB's Internet Banking Services!

This Agreement describes your rights and responsibilities as a user of our Internet Banking Services. When you use any of the Internet Banking Services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of this Agreement. This Agreement also describes our rights and responsibilities with regard to our Internet Banking Services. Please read this Agreement carefully and ask us any questions you may have.

Our Internet Banking Services

Home Banking

- Obtain current balance
- View current and historical account activity
- Transfer funds between TNB accounts*
- Make TNB loan payments
- Download transactions to your accounting software (Quicken or Microsoft Money)

Bill Pay

- Direct payments to third parties on a one-time or a recurring (weekly, monthly) basis

Our Internet Banking Services are available to you 24 hours a day, 7 days a week, except during special maintenance periods. Home Banking is available to Customers free of charge. Bill Pay is also available to Customers free of charge.

New Internet Banking Services may be offered from time to time. We will inform you of the new services when they become available. By using the new services, you agree to be bound by the terms governing the new services which will be made available to you.

Your monthly account statement will reflect detailed information regarding any transactions made through our Internet Banking Services.

* Transfers involving Money Market and Statement Savings accounts are limited by federal regulation. Please refer to your "Understanding Your Deposit Account" brochure that you received when you opened your accounts or ask a Personal Banker for details.

Bill Pay

Our Bill Pay service allows you to schedule automatic payments to third parties (i.e. businesses or individuals) of your choice from your TNB checking account.

By scheduling a payment, you authorize TNB to withdraw the necessary funds from your designated Bill Pay checking account and remit the funds to the designated payee on your behalf. If the designated account does not have a sufficient balance to make a scheduled payment (including available credit under any overdraft protection or line of credit) on the date you schedule the payment to be initiated (the "Payment Date"), we may either complete the payment – creating an overdraft – or refuse to complete the payment. In either case, we reserve the right to impose a non-sufficient funds fee. If you have sufficient funds to make some, but not all, of the payments scheduled on a particular Payment Date, we may use such method as we, in our sole discretion, may elect in determining which payments to complete.

You may schedule payments on a one-time or recurring basis:

One-time Payments: One-time payments are paid once and do not recur.

Recurring Payments: Recurring payments are payments of the same amount which are paid automatically at regular intervals (i.e. weekly or monthly) until you cancel the payment.

For all payments, you agree to allow at least 5 business days between the date you schedule a payment to be initiated (the Payment Date) and the payment due date (the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If you do not allow at least 5 business days between the Payment Date and the payment due date, you will be fully responsible for all late fees or finance charges imposed by the payee and other action taken by the payee.

You must schedule each payment prior to 10:00 p.m. Eastern Time on the day before the Payment Date, and if you desire to change or cancel a scheduled payment, you must do so prior to 10:00 p.m. Eastern Standard Time on the day before the scheduled Payment Date. If you ask us to cancel a payment at any time after 10:00 p.m. Eastern Standard Time on the day before the scheduled Payment Date, and we stop such payment from being made (which we will have no obligation to do), we may charge you a stop payment fee.

You agree not to schedule any payment in an amount greater than \$10,000, and not to schedule any tax payment or any court-related payment.

Internet Banking Services ID's and Passwords

You will receive an Internet Banking ID and Password, and if you also choose Bill Pay you will receive a separate Bill Pay ID and Password.

You agree to safeguard your ID and Password at all times and to not share your ID and Password with anyone who is not authorized to access your account. You agree to assume

responsibility for all transactions initiated through the use of your ID and Password, up to the limits allowed by applicable law.

If Your Password Has Been Lost or Stolen

If your Password has been lost or stolen, or if you believe someone has transferred money from your account without your permission,

Telephone us at 229-226-3300

or

Write us at Thomasville National Bank, P.O. Box 1999, Thomasville, GA 31799.

Contact us AT ONCE if you believe your ID and/or Password for Home Banking or Bill Pay has been lost or stolen. Telephoning is the best way to minimize your losses. If you believe your Password may have been lost or stolen, and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50 if someone uses your Password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.

If Your Statement Shows a Transaction That You Did Not Authorize

If your statement shows a transfer that you did not authorize, notify us at once. If you do not notify us within 60 days after the statement was mailed to you, you may not recover any money you lost after the 60 days which would not have been lost if you had notified us in time. If a good reason, such as a long trip or a hospital stay, kept you from contacting us, we will extend the time periods.

If You Have Questions or Discover an Error Regarding an Internet Banking Transaction

In case of errors or questions regarding an Internet Banking transaction,

Telephone us at 229-226-3300

or

Write us at Thomasville National Bank, P.O. Box 1999, Thomasville, GA 31799.

Contact us AT ONCE if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the error or problem appeared. We will need the following information:

- your name and account number;
- a description of the error or the transfer you are unsure about, and an explanation of why you believe there is an error or why you need more information; and
- the dollar amount of the suspected error and the date on which it occurred.

We will investigate your complaint and will promptly correct any error. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

We will tell you the results of our investigation within 3 business days after completing our investigation. If we determine that no error occurred, we will send you a written explanation. You may request copies of the documents that we used in the investigation.

Our Liability For Failure To Make An Electronic Transfer

Subject to the following paragraph, if you schedule a funds transfer through our Internet Banking Services in accordance with all instructions and with the terms of this Agreement and we do not properly complete the transfer within 5 business days of the scheduled Payment Date, or if we improperly cause funds to be removed from your account, we will:

- return to your account any funds which we improperly caused to be removed;
- direct to the proper recipient any funds the payment of which we failed to make or caused to be misdirected; and
- pay any late fees incurred by you as a result of our failure to cause a properly scheduled transfer to be timely made within 5 business days of the scheduled Payment Date.

Notwithstanding any other provision in this Agreement, we are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement, and we will not be liable in any way for any damages you incur in the event a transfer or payment is not properly or timely completed due to any of the following reasons:

- through no fault of ours, you do not have sufficient funds in your account (including any applicable overdraft line or other available line of credit), to make the transfer or payment;
- there is a hold on your account or access to your account is blocked;
- we have reason to believe the transfer or bill payment may be unauthorized;
- you failed to follow the Bill Pay scheduling instructions made available to you or contained in this Agreement;
- we received incomplete or inaccurate information from you or a third party involving the account, transfer or payment;
- the payee's address has changed or your account number with that payee has changed, unless you have advised us of the updated information at least 3 business days in advance of the scheduled Payment Date;
- we have a reasonable basis for believing that unauthorized use of your ID, Password or account has occurred or may be occurring;
- you have defaulted under this Agreement or any other agreement with us, or you or we have terminated this Agreement;
- the computer or telecommunications equipment you use to access our Internet Banking Services fails; or
- if any circumstance beyond our control prevents the transfer or payment. Such circumstances include, but are not limited to, computer failure, telecommunication outages, delay in mail delivery, postal strikes or other labor unrest, and delays caused by payees, fires or floods, or other natural disasters.

The foregoing shall constitute our entire liability and your exclusive remedy. Except as set forth above, in no event shall we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of our Internet Banking Services or any related equipment or software.

Exclusion of Warranties

Our Internet Banking Services and related documentation are provided “as is” without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Termination of Internet Banking Services

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using our Internet Banking Services. We can terminate your use of our Internet Banking Services (including the Bill Payment service) under this Agreement without notice to you if you do not pay any fee required by this Agreement when due or if you do not comply with the agreement governing your deposit or loan accounts or other accounts, or any account is not maintained in good standing or if we have reason to believe that any Internet Banking Services have been subject to unauthorized or improper use. We will promptly notify you if we terminate this Agreement or your use of our Internet Banking Services for any other reason.

To cancel any Internet Banking Services, you must notify TNB and provide your name; address; whether you are discontinuing Home Banking, Bill Pay or both; and the effective date to stop the services. When Bill Pay is terminated, any prescheduled bill payments will also be terminated. Your final charge for the Bill Pay service will be assessed at the end of your statement cycle. You may notify us by writing a letter and either sending it to our address listed above or giving it to one of our Personal Bankers.

Information and Authorization

TNB may from time to time disclose to third parties information about your account or the transactions you make through the Internet Banking Services:

- (i) Where it is necessary for completing transfers or payments or providing any other service in connection with the Internet Banking Services; or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (iii) In order to comply with government agency or court orders; or
- (iv) If you give TNB written permission.

Disputes

In the event of a dispute regarding our Internet Banking Service, you agree that the dispute shall be resolved by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and TNB which supersedes any proposal or prior agreement, oral or written, and any other communications between you and TNB relating to

the subject matter of this Agreement. If there is a conflict between any statement made by any TNB employee and the terms of this Agreement, the terms of this Agreement shall control.

Assignment

You may not assign this Agreement to any other party. TNB may assign this Agreement to any affiliate of TNB. TNB may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

Business Days

In this Agreement, “business day” refers to Monday through Friday, excluding holidays.

Governing Law

This Agreement shall be governed by the laws of the State of Georgia, without regard to its conflicts of laws provisions, and by applicable federal law, without regard to any different state law which may govern your use of our Internet Banking Services.

Definitions

In this Agreement, the terms “TNB,” “we,” “our” and “us” refer to Thomasville National Bank.