

**Read this Agreement carefully and print a copy for your records.**

## **SOUTHWEST GEORGIA BANK**

### **CONSUMER ONLINE BANKING AGREEMENT**

The following information represents the Southwest Georgia Bank Consumer Online Banking Agreement (“Agreement”) between you and Southwest Georgia Bank (“Bank,” “we,” “our,” “ours”). This Agreement sets forth the terms and conditions governing the provision of Southwest Georgia Bank Online to you or anyone authorized by you (collectively, “you,” “your,” “yours”) and describes your and our rights, responsibilities and obligations. By completing the Consumer Online Enrollment and selecting the “I Agree” button at the end of this Agreement or using Southwest Georgia Bank Online, you agree to the terms and conditions of this Agreement, which are in addition to those that apply to any accounts you have with Bank.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Bank, intending to be legally bound, do hereby agree as follows:

I. Definitions. The following terms and definitions apply when used in this Agreement.

**“Account” or “Accounts”** means one or more checking, savings, money market deposit or loan account that you have with us for personal, family or household use.

**“Account Access”** means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

**“Account Agreement”** means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

**“Bill Payment Account” or “Funding Account”** means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Southwest Georgia Bank Online Service.

**“Bill Payment Service”** means our service that allows you to pay or transfer funds to designated Payees based upon your instructions to us via personal computer entered on the bill payment site.

**“Bill Payment” or “Payment”** means the remittance of funds, initiated through Southwest Georgia Bank Online, from a Bill Payment Account to a Payee.

**“Business Day(s)”** means 8:30 a.m. to 5 p.m. Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.

**“Registration Form”** means the Southwest Georgia Bank Online Registration Form, available at [www.sgfc.com](http://www.sgfc.com) that you must fill out and sign in order to access the Service.

**“Deposit Account Agreement”** has the meaning provided in Article X Section G.

**“Electronic”** means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

**“ET”** means Eastern Time, either Standard or Daylight, as applicable.

**“Funds transfer”** or **“Transfer”** means a transfer of funds, initiated through Southwest Georgia Bank Online Service, from one eligible account to another.

**“Southwest Georgia Bank Online”** or **“Service”** means the service(s) described in this Agreement.

**“Password”** means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Southwest Georgia Bank Online Services.

**“Payee”** means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Southwest Georgia Bank Online Services.

**“PC”** means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Southwest Georgia Bank Online Services.

**“Transfer Day”** means Monday - Friday, to 10:00 p.m., ET. Holidays are not included.

Other definitions may be set forth elsewhere in this Agreement.

## II. Setup and Use of Online Access Services.

### A. Eligibility.

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan account with us and must submit a completed and signed Registration Form. Requests for the Service are subject to approval by the Bank, and your accounts must be in good standing with the Bank. You will have access through the Service to the Accounts you specify on the Registration Form. If you specify more than one Account on the Registration Form, we will "link" the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account, and Accounts requiring more than one signature will not qualify for the Service. Any non-linked account will not be accessible through the Service. If you would like to add or remove Accounts accessible through the Service you may do so by contacting your local branch and completing the service maintenance form. You must designate a User Name and Password which will be required to gain access to the Service. Prior to your first use of Southwest Georgia Bank Online, the Bank will assign you a User Name and Password (the User Name and Password collectively are referred to as the “Access Code(s)”), required to gain access to Southwest Georgia Bank Online. The Southwest Georgia Bank Online system will ask you to change your Password the first time that you use the system.

### B. Security Procedure.

The use of the Access Code is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of

errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts under Federal Reserve Board Regulation E (“REG E”).**

1. You agree to comply with the “Security Procedures” and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of transfers and access to confidential customer information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your written signature in authorizing us to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.
2. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device has been stolen, compromised, or otherwise becomes known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.
3. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

### C. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article IX. Use of Southwest Georgia Bank Online after the effective date of such changes will constitute your consent to the changes.

### D. Equipment Requirements.

In order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and or Software, which requires a web browser with Java scripting capabilities and 128-bit encryption. Also recommended is an internet connection speed of 28.8 kbps or higher. We support the current version and the prior two versions of Microsoft Internet Explorer®, Mozilla Firefox®, Apple Safari®(for Apple/Mac users only) or Google Chrome. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Bank shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.

## III. Personal Southwest Georgia Bank Online Access Services.

### A. Products and Services Offered.

You may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Your account balance is generally current as of 1:00 a.m. ET of each Business Day, but may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts over the previous ninety (90) days maximum.
5. Transfer money to make loan payments.
6. Communicate directly with Bank via electronic messaging.
7. Download account information in various formats.
8. Receive electronic statements, notices or disclosures.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. Your ability to transfer funds from savings and money market deposit accounts using these Services are subject to the limitations described herein and/or in the applicable account agreements

or separate agreements covering these services. You should refer to these agreements for restrictions and service charges.

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Southwest Georgia Bank Online. Additional information about new services may be obtained from our website at [www.sgb.bank](http://www.sgb.bank). By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these services.

In most cases, you may use Southwest Georgia Bank Online to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Southwest Georgia Bank Online account access, restrict Southwest Georgia Bank Online account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

You acknowledge and agree that the Service is provided by an independent third party service provider (“Vendor”) as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.

#### B. Unauthorized Transactions.

To the extent a transaction is an “electronic fund transfer” under REG E, tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Online Banking transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Call us toll-free at 1-888-683-2265 or send us a fax message at (229) 985-0251. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization.

If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. You could also lose up to an additional \$50.00 if the Funding Account has an overdraft protection line of credit feature. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.

#### C. Bank’s Failure to Complete Transactions.

To the extent that a Service transaction is an “electronic fund transfer” under REG E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any

payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- Your PC, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- You do not properly follow the instructional materials provided in connection with Online Banking;
- You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
- You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
- A Payee mishandles or delays the handling of Payments sent by us;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- Your Access Code has been reported lost or stolen;
- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
- Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
- Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

#### D. Error Resolution.

In Case of Errors or Questions About Your Electronic Transfers, telephone us or write us at the number or location provided in Article X, Section E as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your PC, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your PC. You must:

- Tell us your name and the Account number.
- Describe the error or the transaction 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 occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the 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 ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### IV. Additional Information about the Services.

##### A. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the Transfer Day immediately preceding the scheduled date. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

##### B. Processing Fund Transfers.

We can process a Transfer until 10:00 p.m. ET on a Transfer Day. If you schedule a Transfer after the cutoff time, the Transfer will be reflected in your account and available for your use at the time the Transfer is initiated, but it will be processed the following Transfer Day. If you schedule a Transfer for a future date, it will be automatically credited to your account by the opening of business on the scheduled date or the Transfer Day immediately preceding the scheduled date if the scheduled date is not a Transfer Day. One-time Transfers scheduled for a future date and recurring Transfers may be changed or cancelled until the cutoff time on the scheduled date of the Transfer.

You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds or uncollected funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

If there are insufficient funds or uncollected funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.

C. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day the transaction is scheduled to be processed. If we don’t receive your instruction to cancel a transaction before that time, we may process the transaction.

D. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per statement cycle. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

E. E-Mails.

The Bank will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Bank immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Bank immediately by calling the Online Banking Department (see Article X, Section E). The Bank will not take actions based on your e-mail requests until the Bank actually receives your message and has a reasonable opportunity to act.

F. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Southwest Georgia Bank Online on the same business day as a Southwest Georgia Bank Online transaction, and if the account contains insufficient funds and/or uncollected funds to enable both the electronic funds transfer and the Southwest Georgia Bank Online transfer to be made, then the electronic funds transfer will have priority and the Southwest Georgia Bank Online transfer will be refused or will result in an overdraft on your account. This is at the Bank’s sole discretion.

G. Bill Payment Service.

You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Pay Account. For Bill Payment Service, your Payee list may include utility companies, merchants, financial institutions, insurance companies, individuals, etc. within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee, along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. The Bank reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are

court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, etc.

Payments are posted against your available balance.

You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. Payments are processed each business day at 8:00 a.m. ET and at 3:00 p.m. ET. If you are scheduling a Payment for the current day, it must be initiated prior to 3:00 p.m. ET. Changes to previously scheduled Payments must be made prior to the 8:00 a.m. ET processing time on the Business Day it is to be initiated. If the transaction shows an (IN PROCESS) status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates on Business Days. When you setup a new Payee it will be determined by the service if the payment is to be made electronically or by check. Payments made electronically will be deducted from your Account on the same Business Day that the payment is initiated. Payments made by check will be deducted from your Account when the check clears your account. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the prior Business Day. Electronic Payments are subject to the availability of sufficient funds in the designated checking account when the payment is initiated.

When you create a new Payee in the Bill Payment Service, the new Payee is added to the Bill Payment service immediately. You may schedule a Payment for a new Payee as soon as you complete the setup process subject to “days to allow for payment” described below. At the time you create the new Payee, the Bill Payment Service will determine if the Payee can receive an electronic payment. If the Payee can receive an Electronic Payment the Payment will be designated an “Electronic”. If the Payee cannot receive an Electronic Payment, the Payee will be designated a “Check”. There is currently no limit on the number of Payees or number of Payments that may be authorized. However, Bank hereby reserves the right to impose limits at some future date. Bank shall provide written notice to you prior to the implementation of any such limits. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person other than the named Payee. Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee.

For all Payments, you agree to allow at least five (5) Business Days for a Check Payment and at least two (2) Business Days for an Electronic Payment between the date you schedule a Payment to be initiated and the Payment due date (that is, 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 fail to allow the prescribed number of days, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Bank will work with the Payee on your behalf to have any late fees or charges reversed.

When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking account for the requested amount. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

If a Transfer is to be made and your Account does not have sufficient funds to make a Transfer as of the date the Transfer is attempted or scheduled to be made, the Service will attempt to make the Transfer three (3) additional times. If your account does not have sufficient funds after the additional attempts to make the Transfer, the Transfer will be cancelled and no further attempt will be made by Bank to make the Transfer. Recurring Transfers scheduled for future dates will not be affected. If a Payment is to be made Electronically and your Account does not have sufficient funds to make a Payment as of the date the Payment is attempted or scheduled to be made, the Payment will continue to attempt to be paid nine (9) additional times. If your account does not have sufficient funds after the additional attempts to make the Payment, the Payment will be cancelled and no further attempt will be made by Bank to make the Payment. Bank shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be cancelled. Recurring Payments schedule for future dates will not be affected.

Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a “one-time Payment.” One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment transaction that you want to change or delete must be changed or deleted prior to 8:00am on the scheduled processing date. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment’s “Pay Before” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment’s “Pay After” option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction by Bill Payment check any time prior to the check being presented for final payment subject to the completion of a Stop Payment Request subject to the requirements of such requests herein incorporated by reference.

There is no fee for deleting a Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

#### H. Confirmation Numbers.

When you schedule a Transfer or Payment, a confirmation number will be given to you. You should either (1) record this number, along with the Payee information (if applicable), the scheduled date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record; or (2) print a hard copy of the confirmation screen. These procedures will help in resolving any problems that may occur. Other than your ability to print the confirmation screen, no printed receipts are issued through the Service.

#### V. Limitations. Your use of these Services is subject to the following limitations:

##### A. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

##### B. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

##### C. Foreign transactions.

No Payments may be made to Payees outside the United States.

Additional limitations may be contained in this Agreement or the applicable Service Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

#### VI. Parties' Responsibilities.

##### A. Your Responsibility

###### 1. Physical and Electronic Security.

i. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Bank is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is

not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

ii. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

iii. In the event of a breach of the Security Procedure, you agree to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank’s agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Bank shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Bank.

### 3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Bank. You must report all errors to the Bank for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.

### 4. Financial Information.

Bank may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon request by Bank, in the form required by Bank. If you refuse to provide the requested financial information, or if Bank concludes in its sole discretion that the credit risk of you is unacceptable, Bank may terminate the Service according to the provisions hereof. You authorize Bank to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

### 5. Deadlines.

You shall deliver or transmit all data or information to Bank by the deadline(s) specified in this Agreement. Bank shall have no obligation to process data or perform the Service if the data is not received by the Bank by the specified deadline.

6. Payment for Services.

You agree to pay Bank the fees established by Bank for rendering the Services under the terms of this Agreement. Depending on which Southwest Georgia Bank Online services you subscribe to, you will be charged the applicable Southwest Georgia Bank Online fees as set forth in our General Information and Fee Schedule hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable Monthly Fee(s) whether or not you use Southwest Georgia Bank Online.

The Bank may change or add any fees for Southwest Georgia Bank Online by the procedures outlined in Article IX for amending this Agreement. Fees charged for Southwest Georgia Bank Online under this Agreement are in addition to any service charges or fees that apply to your accounts with us.

You authorize the Bank to deduct all applicable Monthly Fees from any Account listed on the Registration Form, regardless of whether any such Account is owned by you or an Affiliate. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Bank may setoff against any amount it owes to you in order to obtain payment of your obligations under this Agreement.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Bank). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

B. The Bank's Responsibilities.

Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys' fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys' fees incurred by you in any action brought by you against Bank.

Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the forgoing, we will not be responsible for the following matters, or for errors or failures of our Services as result of:

1. Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

2. Your Computer Equipment & Your Software.

We will not be responsible for any errors or failures from any malfunction of your computer or any

computer virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Explorer®, or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with the Southwest Georgia Bank Online Services.

3. Any Transaction or instruction (a) exceeds your collected and available funds on deposit with the Bank; (b) is not in accordance with any condition indicated by you and agreed to by the Bank; (c) the Bank has reason to believe may not be authorized by you; (d) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (g) for the protection of the Bank or you, the Bank has reasonable cause not to honor.

## VII. Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our banking office locations.

## VIII. Termination.

Either you or the Bank may terminate this Agreement and your Southwest Georgia Bank Online subscription at any time upon giving at least ten (10) days prior written notice of the termination to the other party. To terminate the Service and/or the Bill Payment feature, you may do so by contacting your local branch and completing the service maintenance form. If you terminate Southwest Georgia Bank Online, you authorize the Bank to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized. If the Bank terminates your use of Southwest Georgia Bank Online, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.

Notwithstanding the foregoing, Bank may immediately terminate this Agreement without notice if, in Bank's sole discretion, Bank determines that you have abused the Southwest Georgia Bank Online Service or Bank believes that it will suffer a loss or other damage if the Agreement is not terminated.

Bank's election to terminate this Agreement is in addition to any and all other remedies that may be available to Bank and will not affect any obligations you may have to Bank. Any reinstatement of the Service under this Agreement will be at Bank's sole discretion and must be agreed upon in writing by an authorized representative of Bank.

Upon termination of this Agreement, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within thirty (30) days after the later to occur of (i) termination of the Agreement or (ii) the last date that such party receives any such property or rights.

Upon termination of this Agreement, (i) you will promptly pay to Bank all sums due or to become due under this Agreement, (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

#### IX. Changes in Terms and other Amendments.

Where the EFTA and REG E apply, the Bank may amend this Agreement at any time by sending notice to you by mail or, to the extent permitted by law, by e-mail or electronic communication through Online Banking, at least 21 days before the effective date of the amendment. Where the EFTA and REG E apply, notice is always required if the change would result in:

- Increased fees for you;
- Increased liability for you;
- Fewer types of available electronic fund transfers; or
- Stricter limitations on the frequency of dollar amount of transfers.

If the EFTA and REG E apply, we are not required to give notice if an immediate change in terms or conditions is necessary to maintain or restore the security of an account or an electronic fund transfer system. However, if such a change is permanent, and disclosure would not jeopardize security, we will notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent. Such notices will also be published on the Bank's web site.

If the EFTA and REG E do not apply to a particular transaction, and other state or federal laws do not specify any notice or other requirements for an amendment, we will decide what kind of notice (if any) we will give you and the method of providing any such notice.

Your continued use of Online Banking is your agreement to any amendments of the Agreement, including the Instructions as may be amended from time to time.

#### X. Other Provisions.

##### A. Electronic Notices.

We may deliver to you any statements, notices, or required disclosures or other material regarding your Account or Services by e-mail or other appropriate electronic means in accordance with Bank's E-Documents Agreement.

##### B. Hours of Operation.

Our representatives are available to assist you from the hours of 8:30 a.m. to 5:00 p.m. ET, Monday through Friday, except holidays, by calling the number provided in Article X, Section E.

C. Ownership of Website.

The content, information and offers on our website are copyrighted by Bank and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited.

D. Geographic Restrictions.

The Services described in this Agreement and any application for credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

E. Contact Information.

In case of questions about your electronic transactions contact customer service at:

Southwest Georgia Bank  
Attn: Southwest Georgia Bank Online Banking Department  
PO Box 3488  
Moultrie, Georgia 31776-3488  
Phone: 1-888-683-2265 or  
Fax us at : (229) 985-0251

F. Authority and Joint Accounts.

You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement. If this account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, stop or change payments or transfers, 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 any other of you. 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 a 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 Online Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.

G. Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Bank is an integral part of the Services offered by Bank and that all transactions and Services initiated or processed pursuant to this Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Bank. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms

governing your demand deposit account required by Bank. If you have not signed the foregoing forms required by Bank, by signing this Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Bank.

H. Effective Dates.

The effective date of this Agreement shall be the date upon which the Agreement is executed by you and accepted by Bank.

I. Internet Disclaimer.

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

J. Limitation of Liability.

1. TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. TO THE FULLEST EXTENT ALLOWED BY LAW, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH.
3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY BANK ON AN "AS IS" BASIS.
4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

5. BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
6. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

K. Relationship of Parties.

You and Bank acknowledge and agree that the relationship of Bank and you is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

L. Force Majeure.

The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

M. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, you will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by

Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.

N. Governing Law.

These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflict of law provisions and without regard to your state of residence.

O. Enforcement.

In the event a dispute arises either directly or indirectly, under this Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in Moultrie, Georgia. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

P. Miscellaneous Provisions.

1. Headings. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
2. Severability. The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
3. Waiver. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

**I Agree to the above terms and conditions.**