

Southwest Georgia Bank

E-Documents Agreement

Southwest Georgia Bank E-Documents service ("E-Documents," "Service") is provided by Southwest Georgia Bank ("Bank," "we," "us," and "our").

Definition – E-Documents Service: Electronic delivery of e-notices, e-statements and any notices, disclosures, promotional materials, newsletters and other such items regarding your products and services, which normally may be included with the paper versions of your documents.

This Agreement sets forth the terms and conditions for the use of the Service. As used in this Agreement, "you," "your" and "client" refer to any account owner or authorized signator authorized by Bank to receive electronic delivery of periodic E-Documents. "Account(s)" means your account(s) at Southwest Georgia Bank. We encourage you to read this Agreement carefully. In order to begin using the E-Documents Service, you must agree to the terms and conditions of this Agreement and authorize the delivery of E-Documents by clicking the "I Agree" box at the bottom of the enrollment screen. By also clicking on the "I Agree" box, you consent that you have the appropriate hardware and software for the delivery of E-Documents. You also have the option to print this Agreement by clicking on the Disclosures tab within the E-Documents section of your Online Banking service and then scrolling to the end of the Agreement, where you will have a "Print" button for the printing of this Agreement.

By enrolling for the delivery of E-Documents, you are signifying you agree with the terms and conditions contained or referenced in this Agreement and accept responsibility for your use of this Service. Once you enroll for the delivery of E-Documents, the terms and conditions and disclosures for your account(s), as well as other agreements you may have received, such as with loans, continue to apply to your account(s).

Access to the Service and use of the Service is subject to all applicable federal, state and local laws and regulations. Unauthorized use of the Service or information accessed via the Service is strictly prohibited.

Description of E-Documents

While Bank is not required by law to provide its customers with periodic account statements, it has been our practice to deliver periodic statements to our customers, normally via the U.S. Mail. You currently have the following options for delivery of your periodic account statements: via U.S. Mail or in person at the Bank.

As an alternative to receiving delivery of your periodic account statements via the U.S. mail or in person, Bank offers through Southwest Georgia Bank Online Banking the delivery of E-Documents for eligible accounts, as may be determined by the Bank in its sole discretion from time to time, allowing you to replace your mailed (paper) documents with an electronic version (PDF) you can view, save to your computer or print at your convenience. With the delivery of e-statements, you will also have the option to receive check images with your electronic statement. By clicking the "I Agree" box, you affirmatively elect and authorize Bank, in its sole discretion, to provide the Service described herein. Your election and authorization of the Service can be withdrawn by your termination of this Agreement in accordance with the provisions of the "Termination" section below.

Bank does not currently charge a fee for the E-Documents service, including the option to receive check images with your e-statement. The Bank reserves the right to charge a fee in the future for the delivery of any E-Document and notification will be provided to you prior to implementation. Following is a description of the various features of the Service and requirements for using the Service. From time to time, we may add to, modify, or delete any feature of the Service in our sole discretion. NOTE: By enrolling in the Service, you will not additionally receive mailed (paper) documents as the electronic documents will replace your mailed documents in their entirety.

Security Measures

Bank shall provide and you agree to abide by and follow any process or procedure established between you and Bank for the purpose of verifying that Communications, instructions, or inquiries regarding an E-Document are yours, and/or for the purpose of authenticating you in connection with your use of the On Line Banking service ("Security Procedures"). As to any Security Procedures agreed to by and between you and Bank, you represent that you have carefully considered the circumstances of your use of the E-Document, the content of the E-Documents, the risks associated with the electronic delivery of your E-Documents, 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, constitute commercially reasonable security procedures under applicable law for the electronic review and retrieval of information. You authorize Bank to follow any and all instructions initiated using applicable Security Procedures unless and until you have notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures have been stolen, compromised, or otherwise become known to persons other than you and until Bank has had a reasonable opportunity to act upon such notice. In the event of any actual or threatened breach of security, Bank may issue you new Security Procedures or establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to you or any third party for any delay in taking such actions. You acknowledge and agree that the Security Procedures are not designed to detect errors in the content of communications or instructions made through the Online Banking Service and that you bear responsibility for detecting and preventing such error.

The industry standards for electronic technology are constantly changing and new standards are being developed. You acknowledge by selecting "I Agree" to this Agreement, that there are risks to the electronic delivery of your E-Documents, including but not limited to: 1) delay or failure due to technical difficulties, 2) weather conditions, 3) matters beyond the Bank's reasonable control, 4) alteration of bank statements by third parties in spite of the Bank's reasonable security measures.

As an additional Security Procedure, the Bank requires you to sign on to Online Banking with your ID and Password in order to actually view images of checks and other transactions on your account. By selecting "I Agree" to this Authorization, you represent to the Bank that you have considered the Bank's Security Procedures and find these security measures to be reasonable. If you decide that the Bank's Security Procedures cease to be reasonable in the future, you should withdraw your authorization for the electronic delivery of your E-Documents by your termination of this Agreement in accordance with the provisions of the "Termination" Section below.

Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures at any time and from time to time in Bank's discretion. Bank will endeavor to give you reasonable notice of any change in Security Procedures; provided that Bank may make any change in Security Procedures without advance notice to you if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Your implementation and use of any changed Security Procedures and/or continued use of the Service 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.

You will receive email alerts from the Bank advising you that your E-Document has been delivered. We will never use these emails to ask you to verify any information about your Bank account relationships. 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” and/or “pharming”). You agree to educate yourself and your agents as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Bank will never contact you by e-mail in order to ask for or to verify Account numbers, Security Procedures, or any sensitive or confidential information, and will never provide links to websites in e-mails that Bank transmits to you other than the Online Banking Service log-on screen to retrieve your E-Document. 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 neither you nor your representatives, agents, and employees shall 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. You should forward any suspected fraudulent or suspicious e-mail to edocissue@sgfc.com or as Bank otherwise may direct. 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.

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. Bank is 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 Banking service. Any material downloaded or otherwise obtained through the use of any electronic service 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.

Enrollment Process for the Delivery of E-Documents

As a user of Southwest Georgia Bank Online Banking, you may choose any or all of the accounts which are displayed via your Southwest Georgia Bank Online Banking service for the receipt of any E-Document. For joint accounts or business accounts with multiple owners or multiple signators, only one joint account owner or authorized signator is required in order to enroll the account(s) in the Service. When you select the E-Documents delivery option with respect to an account, the mailing of paper notices and/or statements will be discontinued.

Any other consumer account owner or signator may view the E-Documents Online Banking if they become a user of Southwest Georgia Bank Online Banking and complete the enrollment process for any type of E-Documents, or you may also set up the account owner or signator as an additional recipient. You may set up the delivery of your E-Documents to an additional recipient who is not an account owner or authorized signator but to whom you instruct us to send the E-Documents. Your account documents received through your Southwest Georgia Bank Online Banking service may be delivered to other individuals or additional recipients. It is your responsibility to authorize and manage the delivery of your E-Documents to other recipients, whether or not they are an account owner/authorized signator or not an account owner/authorized signator. You must assign a User Name, E-mail Address and Access PIN to any additional person you wish to designate as an additional recipient, and you must accept the responsibility for any misuse of the information. In order for additional recipients to receive your E-Documents, they must have Adobe Acrobat Reader version 6.0 or higher.

If your regularly scheduled paper documents are generated within 24 hours of your enrollment in this service, you will receive your first E-Document at the next regularly scheduled printing or cycle. Once you

agree to the delivery of E-Documents, you also agree to receive online through the E-Documents Service any notices, disclosures, promotional materials, newsletters and other such items regarding your products and services, which normally may be included with the paper versions of your documents.

Delivery of E-Documents

The Bank will send you a notice via e-mail to the last known e-mail address, provided by you, advising your E-Document has been delivered. From this e-mail, you will be able to access your Southwest Georgia Bank Online Banking service log on screen for the viewing of your E-Documents through your Online Banking service. Or, you may access your E-Documents via the attachment provided in the e-mail. In both instances, you will use your Southwest Georgia Bank Online Banking User ID and Password.

In order to open and view your E-Documents, you must have Adobe Acrobat Reader® version 6.0 or higher. To download the latest version of Adobe Acrobat Reader®, [click here](#). We also recommend you use the latest browser version available, which supports 128 bit SSL Encryption. You will also need e-mail access with at least 1MB of free space to receive your E-Documents.

We reserve the right to change the hardware or software requirements needed to access or retain electronic records. If we make such a change and the change creates a material risk that you will not be able to access or retain subsequent electronic records, we will provide you with a statement of (i) the revised hardware and software requirements for access to and retention of the electronic records, and (ii) your right to withdraw consent without the imposition of any fees for such withdrawal.

E-statements are available to view for 18 months via your Southwest Georgia Bank Online Banking service. E-notices are available to view for 18 months via your Southwest Georgia Bank Online Banking Service.

All E-Documents may be printed or saved to a file on your computer for easy storage. You are responsible for storing all downloaded E-Documents in a safe and secure manner in order to prevent unauthorized access to such stored information.

Upon request, we will provide you a paper copy of any E-Document provided electronically by us if we receive your request within twelve months after the date the E-Document was first made available to you electronically. You may request a paper copy of these E-Documents by calling us at 229-873-3783 or toll-free 888-683-2265, Monday through Friday between the hours of 8:30 a.m. and 5 p.m. ET. There may be a fee associated with receiving a paper copy of your E-Document.

E-Mail Addresses

You agree to notify us promptly, in writing, of any change to your e-mail address. You can facilitate a change of your e-mail address using the following methods:

- By using the Options tab within your Southwest Georgia Bank Online Banking service, or
- By sending an e-mail to the Bank using the Southwest Georgia Bank Online Banking secure e-mail function.

If you have not notified us in writing of any change to your e-mail address, you agree that your failure to provide us with a good e-mail address is the lack of ordinary care on your part. The email containing the statement notice will be sent to the last known email address provided by you. Transmission of this notice to your email address is considered to be proper receipt by you and that electronic delivery by the Bank to the e-mail address provided by you to the Bank is an exercise of ordinary care by the Bank.

If your E-Document is sent two times within a 24 hour period and returned undeliverable each time (i.e. – your e-mail box is full), you and any other additional recipient(s) will be removed from the E-Document service you are currently using. Also, if your E-Document is returned undeliverable due to your e-mail account being closed or inactive, you and any other additional recipient(s) will be removed from the E-Document service. In both instances, when we become aware you are not receiving your E-Document, we will send the current undelivered document and subsequent documents to you via U. S. Mail to your last address known by the Bank. In order to begin receiving E-Documents again, you must repeat the enrollment process.

Your e-mail address may be changed using the procedure described above. THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE E-MAIL ADDRESS IS CHANGED USING THE PROCEDURES SET FORTH ABOVE.

Liability for Prompt Review of E-Documents

Your E-Documents will be dated the day your E-Documents are sent to you by email (the “Email Date”). Promptly review your E-Documents and notify the Bank within sixty (60) days from the Email Date of any error, alteration, or other irregularities in your E-Documents, items or account. Notice can be given by calling the Bank at 229-873-3783 or toll-free 888-683-2265 or write to us at: Southwest Georgia Bank, Electronic Services, P.O. Box 3488 Moultrie, GA 31776-3488 or E-mail us at edocissue@sgfc.com. If you allow someone other than yourself to review your E-Documents, you must still review the E-Documents yourself for errors, alterations, or other irregularities because you may be responsible for the wrongful acts of your employees and agents. The 60 days within which you must notify the Bank of any errors in your E-Documents shall begin on the Email Date regardless of when you receive and/or open the E-Documents.

Where inserts or separate links are provided to access disclosures and important notices accompanying any E-Document, you further agree that it is your responsibility to view the inserts provided detailing disclosures and/or important notices or to click on the links provided to access such disclosures and/or important notices.

Liability for Unauthorized Transactions and Prompt Review of E-Statements

You expressly agree your liability for reporting unauthorized transactions, including electronic funds transfers (such as ATM and Point-of-Sale transactions) reflected on your e-statement(s) will be for all purposes identical to your liability had such statements been furnished to you in writing through the mail, and that all e-statements will be deemed available to you when such e-statements are made available to you through your Southwest Georgia Bank Online Banking service.

Changing your User ID and Password

To access the screen to change your User ID and Password, you must log on to your Online Banking service, and then click on the Options tab. You agree the Bank has no control as to the persons who have access to your personal computer and your User ID and Password once they are in your possession. You agree it is your responsibility to initiate and maintain adequate procedures to prevent any unauthorized access to your Southwest Georgia Bank Online Banking service and to your personal computer, and that the Bank will not be liable for any access to your E-Documents using your personal computer and/or your User ID and Password, whether or not such access is by an authorized recipient of your E-Documents as discussed above.

Notice of Unauthorized Access

If you believe your E-Document is lost or that someone has obtained access to your E-Documents without your permission, please contact us at 229-873-3783 or toll-free 888-683-2265. You may also visit any Southwest Georgia Bank office and speak with a banker.

Change in this Agreement

The Bank reserves the right to modify this Agreement at any time by posting the modification(s) through an insert or separate link with your E-Document. Any modifications shall be effective when they are posted on the Service. You will be notified as soon as possible when any changes are made which materially affect your rights, such as changes regarding how your information is maintained or used.

Termination

This Agreement will be in effect from the date you agree to accept E-Documents and at all times while you are using the Service. You may terminate your use of the Service and this Agreement at any time by notifying the Bank at 229-873-3783 or toll-free 888-683-2265 or by writing to us at: Southwest Georgia Bank, Electronic Services, P.O. Box 3488, Moultrie, GA 31776-3488. The termination of the agreement made by any owner of a jointly owned account shall be considered a withdrawal of consent by all joint owners. When you terminate the E-Document Service, you will automatically begin receiving mailed (paper) documents with the next regularly scheduled printing or statement cycle at the last address on record at the Bank. Consumer statements, which are mailed, will not include the images associated with the statement. Note: Once you terminate your E-Document Service, you will no longer be able to view the E-Documents previously delivered to your Southwest Georgia Bank Online Banking service. You will, however, be able to view your account statements, without images, by choosing the Statements option listed in the "Select Option" function on the Home/Account page of your Online Banking service. The Bank may terminate this Agreement and your use of the Service at any time without notice if it terminates your Southwest Georgia Bank Online Banking access in accordance with the agreements governing that service, or in the event that Bank, in its discretion, deems that it is in the best interest of the Bank to cease electronic delivery of Communications to you. All applicable provisions of this Agreement shall survive termination by either you or the Bank, including, without limitation, provisions related to intellectual property or warranty.

Bank's Responsibilities

Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between You and Bank or Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Bank's control or other conditions or circumstances not wholly controlled by Bank, which would prohibit, retard or otherwise affect Bank's complete or partial performance under this Agreement.

Limited Liability for Use of the Service/Indemnification

It is hoped you will find the Service to be useful and reliable. However, neither the Bank nor its service providers can make any representations or warranties that you will have continuous or uninterrupted

access to the Service or any of its content or functions, or that any of the functions of the Service will be error-free.

THE BANK MAKES NO WARRANTIES TO THE SOFTWARE PROGRAM(S) USED TO ACCESS THE ELECTRONICALLY DELIVERED COMMUNICATIONS AND THE BANK DOES NOT WARRANT THAT THE SOFTWARE PROGRAM(S) OR THE BANK'S ELECTRONIC COMMUNICATIONS DELIVERY SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS. THE BANK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE AND ADEQUACY OF THE SOFTWARE PROGRAM(S) OR ELECTRONIC COMMUNICATIONS DELIVERY SERVICES THAT THE BANK PROVIDES IN ACCORDANCE WITH THIS AGREEMENT. THE SERVICE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," AND THE BANK AND OUR SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTIES RELATING TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ITS PERFORMANCE, AVAILABILITY, CONTENTS OR FUNCTIONS) OR ANY PRODUCTS, SERVICES, ADVERTISEMENTS, OR WEB SITES, INCLUDING, WITHOUT LIMITATION: EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS AND TITLE; AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE SERVICE (INCLUDING ANY ASSOCIATED SOFTWARE OR OTHER MATERIALS SUPPLIED IN CONNECTION WITH THE SERVICE) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO PERFORM AN ADJUSTMENT OR REPAIR OF THE SERVICE. 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 THE ELECTRONIC COMMUNICATIONS DELIVERY SERVICE TO BE PERFORMED PURSUANT HERETO.

ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND BANK'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) YOUR ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY YOU TO BANK FOR THE ELECTRONIC COMMUNICATIONS DELIVERY SERVICE FOR THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE GIVING RISE TO THE CLAIM. IN NO EVENT SHALL BANK OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY YOU OF THE E-DOCUMENT OR ANY SERVICE OR THE FAILURE OF BANK OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF BANK OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES. TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH BANK'S LIABILITY FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM BANK'S FAILURE TO EXERCISE ORDINARY CARE.

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, FROM BANK TO YOU, FROM YOU TO ANY PROCESSOR, FROM ANY PROCESSOR TO BANK, OR OTHERWISE. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR'S COMPUTER HARDWARE OR SOFTWARE.

EXCEPT TO THE EXTENT THAT THE BANK MAY BE LIABLE UNDER THE PROVISIONS OF THIS AGREEMENT, BY SELECTING "I AGREE" TO THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD THE BANK AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, JUDGMENTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE ELECTRONIC DELIVERY OF COMMUNICATIONS. YOU AGREE THAT THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Miscellaneous

This Agreement shall be deemed to have been made in Moultrie, Georgia, where Southwest Georgia Bank is headquartered, and will be construed and interpreted in accordance with the laws of the State of Georgia, without reference to its conflict-of-laws rules. Venue for any action to enforce this Agreement shall lie exclusively in the state or federal courts in and for Colquitt County, Georgia, and you and Southwest Georgia Bank hereby irrevocably consent to the jurisdiction of such court for purposes of any such action. Headings are for reference only and in no way define, limit, construe, or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement represents the sole and exclusive Agreement between you and the Bank regarding the Service and merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the Service. This Agreement is entered into by both parties in reliance upon the economic and legal bargains contemplated hereby and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument or drafted any provision thereof, the relative bargaining powers of the parties, or the domicile of any party. The use of the singular form shall include the plural, and the use of the plural shall include the singular, where the context so requires.

If either party files a suit based on this Agreement or any provisions contained herein, and either party prevails in such action, then such prevailing party shall be entitled to recover reasonable attorney's fees and court costs incurred in such suit, in addition to all other remedies or damages.