

Anderson Brothers Bank

Internet Online Banking Agreement

Welcome to Anderson Brothers Bank Online Banking

Anderson Brothers Bank is pleased to offer you the many benefits of Anderson Brothers Bank Online Banking. Using your personal computer and the Internet, you will be able to obtain information concerning your accounts, transfer funds between your accounts, arrange for the payment of your bills, and conduct other banking transactions as described in this Agreement, subject to the limitations of your software. In order to use this site, you must be at least 18 years old and keep your email address current with Anderson Brothers Bank.

Part 1- Online Banking Agreement

1. Introduction

This Online Banking Agreement sets forth the terms and conditions governing the provisions of Internet banking services to you. This Online Banking Agreement describes your and our rights, responsibilities and obligations.

2. Definitions

In this Agreement, "**Anderson Brothers Bank**," "**ABB**," "**Bank**," "**we**," "**our**," and "**us**," refer to Anderson Brothers Bank. "**You**" and "**your**" refer to the individuals, corporations, partnerships, limited liability companies, and sole proprietorships subscribing to or using ABB Online Banking.

"**Access PIN**" or "**PIN**" is the Personal Identification Number (or PIN) which is selected by you to access ABB Online Banking. PIN is a code to access services, must be between 8 and 20 characters. Alpha/Numeric Special: Any combination of numbers, letters and special characters are allowed. The following special characters are allowed: + _ % @ ! \$ & * ~.

"**Account**" or "**accounts**" refer to your accounts that may be accessed through Anderson Brothers Bank Online Banking.

"**Bill Payment Service**" and "**Service**" refer to the electronic bill payment system available through ABB Online Banking.

"**Business day**" means every day we are open is a business day, except Saturdays, Sundays, and Federal holidays.

"**Consumer**," "**Consumer Account**" or "**Consumer Banking**" means an individual with an account used for personal or household use.

"**Credit Account**" means an Account that is a loan or line of credit account.

"**Deposit Account**" means an Account that is a checking, savings, money market or time account.

"**Electronic message**" means an electronically transmitted message, which allows the text to be displayed on equipment in the recipient's possession (such as a modem-equipped personal computer). An electronic message is considered written notice for purposes of this Agreement.

"**Eligible Account**" means each type of account offered by ABB that may be accessed or viewed through the Online Banking Services including Checking Account, Money Market Deposit Account, Regular Savings Account, Certificate of Deposit, and Loan Account.

"**Memo Transaction**" means a temporary credit or debit to your account that is not yet final, and is subject to correction.

“Online Banking” or “eBanking” means ABB's Online Banking service which allows you to access account and transaction information on Accounts and transfer funds between Accounts electronically.

"Online Banking ID" means a number assigned to you by us.

"Payee" is a person, business, or any other entity to which you direct payments through the Bill payment service.

"Payment instructions" are instructions you give us through Anderson Brothers Bank Online Banking to make a payment on your behalf from funds in your checking account using the Bill Payment Service.

"Primary Account" refers to the account you have designated as the account from which your applicable Anderson Brothers Bank Online Banking service charges will be paid.

“Regulation E” means the regulation governing electronic funds transfers.

"Transfer instructions" are instructions you give us through ABB Online Banking to transfer funds between accounts you can access through Anderson Brothers Bank Online Banking.

3. Setup and Access to Online Banking Services

- a. **Eligible Accounts-** In order to activate your Online Banking Services, you must have at least one Eligible Account with us. We will provide you with instructions how to set up the Online Banking Services.
- b. **User Codes and PINs-** Upon enrollment in the Online Banking Services, we will assign a user code to you and a temporary PIN. For security purposes, you will be prompted to change your PIN the first time you sign on to the Online Banking Services. ABB reserves the right to cancel and/or require you to change your user codes and PINs from time to time for security reasons. Any person having access to your user codes and/or PINs will be able to access the Online Banking Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts.
- c. **Service Charges-** You must also pay the service charges, if any, provided in this Agreement. All charges provided in the applicable Account Agreements continue to apply.
- d. **Description of Service-** You can use Online Banking to access your Accounts to view Account balances, review recent transactions, transfer money between Deposit Accounts (other than time Accounts) and certain Credit Accounts and download statement information. You may also communicate with us via e-mail. These activities are limited to the extent noted below and in the agreements governing your various Accounts. Your ability to transfer funds from certain accounts are limited by federal law (Money Market and Savings) as reflected in Account Agreements. You should refer to these agreements for legal restrictions and service charges applicable for excessive withdrawals and transfers. Transfers made using the Online Banking Services are subject to limitations of all applicable Account Agreements. We will provide you with instructions on how to use the Online Banking Services.
- e. **Availability of Service-** Online Banking Services is generally accessible 24 hours a day, seven days a week. Online Banking Services may be inaccessible for a reasonable period of time on a weekly basis for system maintenance. We shall not be liable under this Agreement for failure to provide access due to catastrophic system failure at the ABB, or at an Internet provider, or due to other unforeseen acts. Your access to Online Banking Services shall be determined in the sole discretion of ABB. Subject to applicable law, ABB reserves the right to modify, suspend, or terminate access to the Online Banking Services at any time and for any reason without notice or refund of previously incurred fees.
- f. **Equipment Requirements-** In order to use the Online Banking Services, you will need a computer with Internet access and a web browser (such as Chrome or Mozilla, Microsoft Internet Explorer® current version or prior version, or an equivalent). We are not responsible for the set-up, support, or hardware needed for you to connect to the Internet. Except as specifically required in this Agreement or by applicable law, you agree that neither we nor any of our service providers shall have any liability whatsoever for any damage, whether direct, indirect, special or consequential or otherwise, including economic, property, personal, or other loss or injury, whether caused by hardware or software or system

wide failure, or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to operate the Online Banking Services.

4. Online Banking Services

- a. **Transfers between Accounts-** Preauthorized Transfers; viewing Stop Payments.
You may transfer funds in any amount between \$1.00 and \$99,999.99 (i) between Deposit Accounts (other than time accounts), or (ii) from Deposit Accounts (other than time accounts) to Credit Accounts designated for Transfers in the Application, as provided on screen. When you schedule a Transfer, you authorize us to withdraw funds from your Deposit Account (the “sending Account”) and to deposit funds or make payment to the Account designated to receive the Transfer (the “receiving Account”). Transfers may be scheduled to be made on the Business Day initiated, or at a later date. You may also schedule recurring Transfers of the same amount from the same sending Account to the same receiving Account at regular intervals (such as monthly or weekly). Transfers are made on the Business Day you schedule the Transfer as long as you initiate the Transfer before 6:00 p.m. Eastern Time.

Transfers initiated after 6:00 p.m., Eastern Time, or on a day other than a Business Day will be made on the next Business Day. We may refuse to act on your instruction if on the date you schedule the Transfer if sufficient funds are not available in your Deposit Account. You can stop payment (“delete”) or change (“edit”) any one-time or recurring Transfer requested through the Online Banking Services before 6:00 p.m. on the Business Day before the Business Day that the Transfer is scheduled to be made, as provided on screen after clicking on the “View List of Transfers” link for the Account.
- b. **View and Download Account Information-** You may view Account information. Your Account balance is generally current as of 9:30 p.m. the previous Business Day, and may not include current transactions (such as checks cashed at a teller today). In addition, your Account balance may show funds that have been credited to your Account but that are not yet available for withdrawal or advance. Online Banking displays an “Available Balance” that includes any memo posted transactions that occur throughout the Business Day. A “memo posted transaction” is a temporary credit or debit to your Account that is not yet final, and is subject to correction. You may review the history of past transactions on your Accounts over the previous 60 days. You may also download Account information in the following formats: (i) Open Financial Exchange (.OFX - for Microsoft® Money); (ii) Personal Finance (.Q1F); (iii) Spreadsheet (.CSV); (iv) Word Processing (.TXT); (v) Intuit QuickBooks (QBO & IIF); and (vi) Quicken.
- c. **Electronic Mail-** You may send e-mail messages to us. You can use e-mail to contact us about inquiries, maintenance and/or problem resolution issues. E-mail is NOT a secure method of communication over the Internet. The Contact option in Online Banking is a secure delivery of messages. We recommend you do not send confidential information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen user code or PIN). In these cases, do not use e-mail. Instead, you may call us during the Business Day at (800) 345-8081. E-mail or Contact option may not be used to make Transfers or stop payment requests.
- d. **Online Banking Service Charge-** At the present time, there are no fees or charges associated with the Online Banking or Bill Pay Service. Bank to Bank and Send Money Service Charge is \$2.00 for all outbound transfers for each transfer processed. *Fees subject to change.*
- e. **Documentation-** Transfers will be described in the regular periodic statement for your Account.

5. Your Rights and Responsibilities

- A. **Authorized Use of Services by Other Persons-** You are responsible for keeping your user codes, PINs, and Account data confidential. We are entitled to act on transaction instructions received using your user code and PIN, and you agree that the use of your user code and PIN will have the same effect as your

signature authorizing the transaction(s). If you authorize other persons to use your user code or PIN in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your user codes and PINs, and you are responsible for any transactions made by such persons until you notify us that Transfers by that person or instructions regarding your Account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your user codes and PINs.

Consumer Liability for Unauthorized Transfers from Deposit Account- Please tell us AT ONCE if you believe your user code or PIN has been lost, stolen or used without your authority. Telephoning is the best way of keeping your possible losses down. If you tell us within two Business Days, you can lose no more than \$50 from your Deposit Account if someone used your user code or PIN without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your user code or PIN, and we can prove that we could have stopped someone from using your user code or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your Deposit Account statement shows Transfers that you did not make, tell us at once. If you do not tell us within 60 days after the FIRST statement showing such a Transfer was mailed 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 a hospital stay) kept you from telling us, we may extend these time periods.

Contact us in the Event of Unauthorized Transfer. If you believe your user code and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, write us at Anderson Brothers Bank, PO Box 310, Mullins, SC 29574, or call us during the Business Day at (800) 345-8081.

The Account Agreement for your Credit Account governs unauthorized Credit Account Transfers.

B. Errors, Questions and Complaints – In Case of Errors or Questions About Your Electronic Transfers Telephone us at (843) 464-3503 or (888) 668-7535. Write us at Anderson Brothers Bank, PO Box 310, or 101 North Main Street, Mullins, SC 29574 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

The Account Agreement for your Credit Account governs Credit Account errors or problems.

6. ABB s Responsibilities

- a. **Our Responsibility for Processing Transactions-** If we do not complete a Transfer to or from your Deposit Account or cancel a Transfer as properly requested on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.
- b. **Limitations of Our Responsibility for Processing Transactions-** There are some exceptions to our liability for processing transactions on your Deposit Accounts.

We will not be liable for instance:

- If, through no fault of ours, you do not have enough money in your Deposit Account to make the Transfer;
- If the funds in your Deposit Account were attached or the Transfer cannot be made because of legal restrictions affecting your Deposit Account;
- If the systems were not working properly and you knew about the breakdown when you started the Transfer;
- If circumstances beyond our control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the Transfer, despite reasonable precautions that we have taken;
- If you have not properly followed the instructions for using our Online Banking Services;
- If your operating system or software was not properly installed or functioning properly; or there may be other exceptions stated in our agreement with you.

Our sole responsibility for an error in a Transfer will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages.

7. Things for Which We Will Not Be Responsible and Further Limitations on Our Liability

We will not be responsible for the following matters, or for errors or failures of our Online Banking Service as a result of any of the following:

- a. **Access-** We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Online Banking Service due to a system failure or due to other unforeseen acts or circumstances.
- b) **Your Computer Equipment and Your Financial Management 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 Online Banking 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 (Netscape Navigator®, Microsoft 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 Online Banking Services.
- c. **Warranty Limitations**
Warranties of Fitness and Merchantability

THE ABB MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING Online Banking SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

8. Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers
- If in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- If in order to comply with government agency or court orders
- If you give us written permission.

9. Changes in Terms and Other Amendments

You agree to be bound by any amendments or modifications to this Agreement after notice has been sent to you by regular mail and/or electronic mail at your last known address contained in our records, which may include your e-mail address, or upon our posting of such notice in the lobby of our branch offices. Where prior notice of a change in terms is required by applicable law, we will send the notice to you the required number of days in advance of the effective date of the change.

10. Termination

You are responsible for complying with all the terms of this Agreement and with the terms of the Account Agreement governing the Accounts which you access using Online Banking Services. We can terminate your Online Banking Services under this Agreement for any reason at any time without notice to you, including, without limitation, if you do not pay any required fee when due, if you do not comply with this Agreement or any Account Agreements, or if any Account or other account you have with us is not maintained in good standing. You may terminate your Online Banking Services with 30 days' prior notice to us by e-mail or writing us at Anderson Brothers Bank, PO Box 310, Mullins, SC 29574 or calling us during the Business Day at (800) 345-8081. This cancellation applies only to your Online Banking Service and does not terminate your other relationships with us. Service charges will not be refunded upon termination.

11. Geographic Restrictions; Governing Law

The Online Banking Services described in this Agreement and any application for consumer credit, deposit services, and brokerage services available at our site are solely offered to citizens and residents of the state of South Carolina residing in the State of South Carolina. This Agreement and the Online Banking Services are governed by South Carolina law.

12. Ownership of Web Site

The content, information and offers on our web site is copyrighted by Anderson Brothers Bank and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

13. Scope of Agreement

This Agreement represents our complete agreement with you relating to our provision of the Online Banking Services. No other statement, oral or written, including language contained in our web site, unless otherwise noted, is part of this Agreement.

14. Electronic Mail

One of the features of Online Banking is electronic mail (Contact), which allows you to communicate with us electronically. If you send us an electronic mail message, we will be deemed to have received it on the following business day. We will be diligent in responding to your e-mail. Do not rely on e-mail if you need to communicate with us immediately, for example, to report an unauthorized transaction from one of your accounts or to stop a pre-authorized payment, you may call us during the Business Day at (800) 345-8081.

15. Your Consent to Receive Electronic Communications

(a) You agree that we may provide any notice to you relating to the Service by: (i) posting it on the Site, (ii) sending you an in-product message within the Service, (iii) emailing it to an email address that you have provided us, (iv) mailing it to any postal address that you have provided us, or (v) sending it as a text message to any mobile phone number that you have provided us, including but not limited to the number that you have listed in your service setup. For example, you may receive certain notices (such as notices of payment, alerts for validation and receipt of transfers) as text messages on your mobile phone.

(b) All notices by any of the above methods shall be deemed received by you at the earlier of: (i) your confirmation of receipt, or (ii) within twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of this Agreement and any legally required disclosures, and terminate your consent to receive required disclosures through electronic communications, by contacting us at 1-800-345-8081 option 3. We reserve the right to terminate the Service if you withdraw your consent to receive electronic communications.

16. Overdrafts

If your use of Online Banking overdraws your account and the overdraft is not covered by an approved line of credit relating to the overdrawn account, you agree to make immediate payment to us of the amount of any such overdraft, together with related service charges if you have opted in.

17. Prohibited Payments

The following types of payments are prohibited through the Services, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including payments to or from any account at a bank located in any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; and
- d. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- e. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services; and
- f. Tax payments and court ordered payments.

In no event shall we be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, mis-posted or misdirected prohibited payments will be your sole responsibility and not ours.

MOBILE BANKING

Anderson Brothers Bank provides limited Online Banking functionality from most mobile devices with an Internet browser through our Mobile Banking product. In order to use Mobile Banking you must have a mobile device. "Device" means a supportable mobile device such as a cellular phone or other mobile device that is web-enabled and allows SSL traffic. You may also download a Mobile Banking application for the iPhone, iPad, or Android devices. We reserve the right to modify the scope of the Mobile Banking Services at any time and you may be required to upgrade to a ISO version 5 or greater to be allowed access.

We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device. You agree that when you use Mobile Banking or a Mobile Banking Application, you will remain subject to the terms and conditions of all your existing agreements with us including the Online Banking, Internet Online Banking Agreement or Mobile Banking Agreement. You also agree that you will be subject to the terms and conditions of your existing agreements with your mobile service carrier or provider (e.g. AT&T, Verizon, Sprint, T-Mobile, etc.). You understand that those agreements may provide for fees, limitations, and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Mobile Banking Application, sending or receiving text messages, or other use of your Wireless Device. You agree to be solely responsible for all such fees, limitations, and restrictions.

If you use any location-based features of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking. Your phone service provider is not the provider of the Service. Users of the Service may receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

Mobile Deposit

1. Services

Anderson Brothers Bank's Mobile Deposit services ("Services" or "RDA") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other Mobile locations by capturing the image of a check and delivering the images and associated deposit information to Anderson Brothers Bank or our designated processor. Account qualifications for service access apply: Minimum 90 Days of satisfactory account history, account is in good standing, no excessive returns or no legal orders, levies or liens on account.

2. Acceptance of these Terms

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Anderson Brothers Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our Online Banking or website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Hardware and Software

In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Anderson Brothers Bank. Access devices are iPhone, iPad or Android devices. Anderson Brothers Bank is not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. MOBILE DEPOSIT is accessible only through your mobile device, your access to MOBILE DEPOSIT maybe limited by the service provided or your telecommunications carrier. Anderson Brothers Bank does not provide internet or cellular connectivity or the devices associated with the use of this service.

5. Fees

Anderson Brothers Bank currently has no fees for this service and reserves the right charge fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize Anderson Brothers Bank to deduct such fees from the same bank account as your mobile deposit.

6. Eligible items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Anderson Brothers Bank is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered **ineligible items**:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees and given same authority (or, and, POA, or for the benefit of)
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are Mobile created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a Mobile deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at ABB or any other financial institution.
- Checks written from any account of which you are a primary or joint owner at ABB or another financial institution.

- Money Orders and Travelers Checks.
- Starter or counter checks.
- Savings Bonds or Non-Negotiable items
- Checks that require authorization (eg. Rapid Refund)
- Checks from another financial institution on a closed account or have nonsufficient funds.
- Tax Refunds
- Checks issued by the United States Treasury Department and State Government

7. Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as "For Mobile Deposit Only" or as otherwise instructed by Anderson Brothers Bank. You agree to follow any and all other procedures and instructions for use of the Services as Anderson Brothers Bank may establish from time to time.

8. Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Anderson Brothers Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. Availability of Funds

Funds may not be available for immediate withdrawal. Our Policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. You agree that items transmitted using the Mobile Deposit Service is not subject to the funds availability requirement of the Federal Reserve Board Regulation CC.

In general, if an image of an item you transmit through the MOBILE DEPOSIT Service is received and accepted before 5:00 p.m. EST on a business day that we are open we consider that date to be the day of your deposit. For determining the availability of your deposit, every day we are open is a business day except Saturdays, Sundays and Federal Holidays. However, if you make a deposit after 5:00 p.m. EST or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Availability of funds deposited using the MOBILE DEPOSIT Service may be delayed for a longer period under certain circumstances. Funds are posted to your account but are not immediately available to cover debits or withdrawals.

10. Disposal of Transmitted Items

Upon your receipt of a confirmation from Anderson Brothers Bank that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for at least 90 calendar days from the date of the image transmission. After 90 days, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to Anderson Brothers Bank.

11. Deposit Limits

We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. * Standard daily limits are five (5) items or \$1,500.00 and monthly limits of twenty (20) items or \$3,000.

12. Presentment

The manner in which the items are cleared, presented for payment, and collected shall be in Anderson Brothers Bank's sole discretion subject to the agreements governing your account.

13. Errors

You agree to notify Anderson Brothers Bank of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable Anderson Brothers Bank account statement is sent. Unless you notify Anderson Brothers Bank within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Anderson Brothers Bank for such alleged error.

14. Errors in Transmission

By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Anderson Brothers Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

15. Image Quality

The image of an item transmitted to Anderson Brothers Bank using the Services must be legible, as determined in the sole discretion of Anderson Brothers Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Anderson Brothers Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. User Warranties and Indemnification

You warrant to Anderson Brothers Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Anderson Brothers Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Anderson Brothers Bank from any loss for breach of this warranty provision.

17. Cooperation with Investigations

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

18. Termination

We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or satisfactory account management with us.

Each of the following is unsatisfactory account management:

- Any of your accounts are not current or not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any deposit account during the current month or 3 prior calendar months.
- You have had any deposit items returned for account closed, previously presented, stopped payments, or any similar reason.

19. Enforceability

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. Ownership & License

You agree that Anderson Brothers Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Anderson Brothers Bank's business interest, or to Anderson Brothers Bank's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

21. DISCLAIMER OF WARRANTIES:

YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

22. LIMITATION OF LIABILITY:

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANDERSON BROTHERS BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Part 2 - Online Banking Bill Pay Service

This Agreement sets forth the terms and conditions governing the provisions of the internet bill paying service currently known as Online Banking Bill Pay.

a. **Payment Instructions - In General-** In designating a payee for bill payment, you must provide us with detailed "payment instructions," including the payee's name and address, your account number (if any) with the payee, the payment amount, the "payment date" (as defined in subsection c. below), and the frequency of payments. You authorize us to follow your payment instructions and to rely on the accuracy of all information you provide. Payment instructions we receive from you are not processed instantaneously; rather, your instructions are processed with other transactions affecting your account during our nightly processing of your account after

the close of each banking day. Payment instructions received on a non-business day or after 2:00 p.m. on a business day will not be processed or considered received until the next business day. Payment will be made, and your account will be charged, according to the provisions set forth below. We reserve the right to select the method in which to remit funds on your behalf to the payee. Payment methods may include, but are not limited to, an electronic payment or check payment.

b. **Designation of Payees-** Before we can pay a bill for you, you must set up the payee on the Service. The payments to payees located outside the continental United States through Bill payment service are prohibited, whether or not the Bill payment service executes the transaction. You will be solely responsible for any claims or damages resulting from your scheduling of these types of payments or from any payments to prohibited payees, whether or not we refuse to make the payment or the payment is delayed or improperly processed. We reserve the right to refuse to pay any person or entity to which you may direct a payment. We will notify you promptly if we decide to refuse to pay an entity designated by you; however, we are not required to notify you regarding a prohibited payee or any payment prohibited under this Agreement.

c. **Payments-** The "payment date" that you enter with your payment instructions is the date we will charge your account for the amount of the payment. If your payment is processed as a check, the date your account is charged is the date the payment is posted. Some payees require payment to be received before 5 p.m. on the payment due date; in this case, the payment date you enter must be at least three (3) to seven (7) business days before the actual payment due date. The payment date you specify must be a business day. If you specify a payment date that is not a business day, we will consider the next business day as the payment date, and we will charge your account on that date. The payment date you enter with your payment instructions should be prior to any late date or grace period. If your payment instructions do not meet all of these requirements, you bear the risk that the payee will not receive your payment by the payment due date, and you will be responsible for any and all late fees, penalties, finance charges and other actions taken by the payee.

d. **Bill Pay Account-** All bills paid through the Bill payment service must be paid from the checking account you have designated. You authorize us to charge your checking account according to your payment instructions. You agree that you will have funds available in your checking account for each payment by 2:00 p.m. on the payment date you have designated in your payment instructions. If you do not have sufficient funds in your designated account to cover the transaction, the transaction may not be completed. If we are unable to complete the payment transaction according to your payment instructions for other reasons, (such as incomplete or inaccurate information), the transaction will not be completed. We shall have no obligation or liability if we do not complete a transfer or payment because there are insufficient funds in your account to process the transaction or because of incomplete or inaccurate information, and you are responsible for either making alternate arrangements for the payment or rescheduling the payment through Bill Payment services.

e. **Limitations-** We are only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. We will not be liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, if you have not provided correct payment information, if you have been advised that the payment processing center is not working properly but you execute a transaction anyway, or for any other circumstances beyond our control.

General Terms for Each Personal Consumer Online Service

In connection with the External Transfer service described in Part 3 & Part 4 as applicable (each, a "Service" and collectively, the "Services") offered through our online banking.

The Services can only be used to access personal accounts that are active, in good standing and are eligible for ACH transactions and are not available in connection with commercial or business-purpose accounts. We may impose a fee, as disclosed on the fee schedule, for each such transfer that you make in any monthly period. These fees will be reflected in your monthly statement. By using these Services, you represent that you meet these requirements and that you agree to be bound by this Agreement.

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Services. We do not have control of, or liability for, any products or services that are paid for with the Services. We also do not guarantee the identity of any user of the Services (including but not limited to recipients to whom you send payments).

You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Services, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Services may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) business days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us.

There are limits on the amount of money you can send or receive through our Services. Your limits may be adjusted from time-to-time at our sole discretion. We also reserve the right to select the method in which to remit funds on your behalf, and the method to return funds to you in the event that your Eligible Transaction Account is closed or otherwise unavailable to us. These payment methods may include, but may not be limited to, an electronic or paper check payment.

Part 3 - Online Banking “Bank to Bank” Transfer Service (B2B) on Consumer Accounts

This Consumer Agreement sets forth the terms and conditions governing the provisions of Bank to Bank Transfer Service currently known as Online Banking Bank to Bank.

Within Online Banking you may separately enroll for the Bank to Bank Transfer service (“Service”). This Service allows you to transfer funds between your linked personal deposit accounts at Anderson Brothers Bank and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Anderson Brothers Bank; inbound transfers greater than \$300.00 may not receive credit for up to 3 business days. An outbound transfer moves funds from an account at Anderson Brothers Bank to an account outside of Anderson Brothers Bank. You will need to enroll each of your non-Anderson Brothers Bank accounts, up to 6 accounts, that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Anderson Brothers Bank procedures. The verification process must be completed by you prior to using the Service. You will have 10 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited from your Anderson Brothers Bank account the business day you initiate the transfer, provided you have met the FI's cutoff time for submitting Bank to Bank transfers. In the case of a future dated or recurring transfer that falls on a non-business day, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 3:00 PM. Funds requested to be transferred will be debited/credited to the non-Anderson Brothers Bank account according to the receiving FI's availability and transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by 1:00 PM the day prior to the scheduled transfer date. If the transfer status is “In Process”, “Pending”, or “Processed”, you cannot cancel the transfer.

B2B Transfer Service Charge \$2.00 fee for each outbound transfer and is free for inbound transfers processed. *Fees are subject to change at any time.* Transfers are subject to the following limits unless otherwise agreed upon by you and Anderson Brothers Bank:

1. Three inbound transfers per day not to exceed a total of \$3,000
2. Three outbound transfers per day not to exceed a total of \$3,000

The above limits apply to the total of all Bank to Bank transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time.

Part 4 - Online Banking “Send Money” Transfer Service for Consumer Accounts

This Consumer Agreement sets forth the terms and conditions governing the provisions of the internet Send Money (Person to Person) transfer service currently known as Online Banking Send Money.

You may use Anderson Brothers Bank Send Money services to direct Anderson Brothers Bank to make payments from your **designated Consumer Personal checking** account to the “Payees” you choose in accordance with this agreement. The terms and conditions of this agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account.

The Send Money Service enables you to initiate a Transfer from one (*only one account can be designated for Send Money transfers*) of your Eligible Transaction Accounts at ABB to an Eligible account at any U.S. financial institution of another person in U.S. dollars. You may pay any Payee with-in the United States.

You will select your eligible ABB account to be used to send payments from, provide contact information about the Payee (including name and an email address) and a keyword; the Send Money Service will contact the Payees and request that they provide the keyword you created along with Eligible Transaction Account information in order to complete the Payment Instruction. You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Send Money Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Payee’s Eligible Transaction Account the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver’s Eligible Transaction Account the next Business Day following the specified date. By providing us with names and email addresses of Payees to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Send Money Service.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Payee has provided all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Payee has provided all required information or ten (10) business days. You further acknowledge and agree that our receipt of money to be transmitted to a Payee shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Payee provides us with all required information necessary to process the related Payment Instruction in accordance with this Agreement.

It is the responsibility of the Sender and the Payee to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, and/or email address for the Payees to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

Your phone service provider is not the provider of the Service. Users of the Service may receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

You understand and agree that you are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. **YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT.**

Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. The current fee schedule for personal accounts is available upon request at any branch or upon request by calling 1-800-345-8081 option 3. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

“I agree that my enrollment in Anderson Brothers Bank’s Internet Banking Service will be subject to the terms of the Internet Banking Agreement, which is displayed above, and acknowledge that I have read and understand the Agreement and agree to the terms of the Agreement and choose to accept this electronic version of the Agreement.”

I AGREE CANCEL

You may print this agreement by selecting PRINT on your browser’s tool bar.

**Anderson Brothers Bank
PO Box 310
Mullins, SC 29574**

Member FDIC