



Online Banking Agreement and Electronic Funds Transfer Disclosure

The terms "we," "us," "our," "Colony" and "Bank" refer to Colony Bank. The terms "you" and "your" refer to each person listed who is entitled to use this Bank account according to such person(s)' existing agreements with the Bank. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in the other agreements between you and Bank, this Agreement will control.

1. **SERVICES** - Bank agrees to provide you with the Online Banking services described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Services"). You agree to the terms and conditions contained in this Agreement, including all exhibits attached hereto. These services permit Colony Bank customers (consumers, sole proprietors and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a personal computer and mobile phone.

We report your Online Banking, Mobile Banking, and Bill Pay transactions on the monthly statements for your enrolled accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement.

Online Banking may be used to:

- o Transfer funds between your accounts on either a one-time or recurring basis, including as a payment to an enrolled installment loan or mortgage.
 - o Transfer funds from your Colony Bank account(s) to an account(s) at another institution using the Bill Pay service.
 - o View current balance information on your enrolled accounts.
 - o Review account statements on your enrolled accounts.
 - o Review available transactions for your enrolled accounts.
 - o View and print check images for the current month's statement on your enrolled accounts.
 - o Make one-time or recurring bill payments from your enrolled checking account to companies or individuals (Payees) you select in the amounts and on the days you request.
 - o Receive voluntary eAlerts at the e-mail address or mobile phone you choose and on the accounts for which you enroll for eAlerts.
 - o Receive voluntary Event Notifications through the Bill Pay service.
 - o Receive security event notifications through the Bill Pay service.
 - o View the online message boards in Online Banking and Bill Pay.
 - o Place stop payments on checks.
 - o Receive reminders through the Bill Pay service.
 - o Receive account statements and notices electronically instead of paper statements via the eStatements service.
2. **IDENTIFICATION** - To utilize our Online Banking services you must have one or more Bank accounts, an Online Banking Access ID number, password and Required Enhanced Security Information. To utilize

Mobile Banking service you must have a 4-digit numerical PIN.

3. NO LIABILITY - Bank is responsible for complying with the terms of this Agreement. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions, including, but not limited to:
 - o If, through no fault of ours, you do not have enough money in your account to make a transfer.
 - o If we are directed to prohibit withdrawals from the account by applicable law or court order.
 - o If your account is closed or if it has been frozen.
 - o If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
 - o If you, or anyone you permit to utilize the Services, commits any fraud or violates any law or regulation.
 - o If any electronic terminal or telecommunication device malfunctions or is otherwise not working properly and/or prevents the utilization of the Services.
 - o If you have not properly followed the instructions for using the Services.
 - o If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the utilization of the Services, despite reasonable precautions taken by us.
 - o If there are postal delays or processing delays by the Payee.

4. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES - The Bank's liability for damages arising out of this Agreement will not exceed the aggregate fees paid by you to Bank as stated in this Agreement. In no event shall either party have any liability to the other party or any third party for any lost profits or costs of procurement of substitute goods or services or for any indirect, special or consequential damage resulting from or arising out of this Agreement. Notwithstanding the foregoing, in no event shall Bank be liable for any losses or damages resulting from:
 - o services and/or data provided by your data processing vendor(s);
 - o software defects in third party software not developed by or licensed from Bank;
 - o a virus, the prevention of which was beyond the reasonable control of Bank, or
 - o a third party gaining access to Bank's system and obtaining or altering data.

You understand and agree that except as expressly set forth in this Agreement (including in any addendum hereto), Bank does not make and hereby disclaims any warranties and that the warranties in this Agreement are in lieu of all other warranties, express or implied, including any warranties of merchantability, or fitness for a particular purpose.

Colony Bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Online Banking.

eAlerts are voluntary and must be activated by you. eAlerts allow you to choose alert messages for your accounts. We may add or cancel eAlerts. We will notify you at least 30 days in advance of any changes in eAlerts. eAlerts are subject to the following:

- o eAlerts will be sent to the e-mail address or mobile phone you provided during enrollment for eAlerts. You are responsible for keeping your e-mail address and/or your mobile phone number up to date and for notifying us of any changes,
- o You understand and agree that your eAlerts may be delayed or prevented by a variety of factors. We do our best to provide eAlerts in a timely manner with accurate information. We neither guarantee the delivery or the accuracy of any eAlerts contents. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any eAlert; for any errors in the content of an eAlert; or for any actions taken or not taken by you or any third party in reliance of an eAlert.

- o eAlerts are not encrypted; however, we will never include your nonpublic personally identifying information such as Access ID or PIN in conjunction with security information (password, PIN or Mobile Banking one-time password). eAlerts may include your name and some information about your accounts. Depending upon which eAlerts you select, information such as your account balance or the due date for your loan payment may be included. Anyone with access to your e-mail or text messages will be able to view the contents of eAlerts.
5. AUTHORITY - You warrant to the Bank that you have full and complete authority to enter into this Agreement. Bank may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person, and any person may utilize the services who has been provided an access ID number or password by you or provides a valid access ID number or password (collectively "Authorized Person"). Bank may require further written confirmation of instructions given orally or by facsimile. Any person authorized to sign on an account is also deemed to be authorized to conduct any transaction related to that account. Bank may, in its discretion, rely on any written notice containing signatures of an Authorized Person if Bank believes, in good faith, that the signature is genuine. Each Authorized Person may act alone. If Bank receives conflicting instructions from Authorized Persons, Bank may
- o honor one or more of the instructions received,
 - o refuse to honor any of the instructions until Bank receives instructions to which all Authorized Persons agree, or
 - o submit to a court all funds which are subject to the conflicting instructions.

When your Online Banking service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any one of the joint owners.

You agree:

- o We may change services or add new ones without advance notice.
 - o You are responsible for the accuracy of all information you input.
 - o You will comply with any instructions or conditions for use of the services as set forth within Online Banking.
 - o The services are meant as aids to assist you with managing your accounts. They are not intended to provide legal, tax, or financial advice.
6. FEES AND CHARGES - You agree to immediately pay the Bank for the Services in accordance with the Bank's fee schedule, which is included as part of Exhibit "A".
7. SECURITY PROCEDURES - You agree to abide by the security procedures set forth in this Agreement and the Exhibits attached hereto and any other security procedures established by Bank and provided to you from time to time.
8. ACCEPTANCE OF TERMS AND CONDITIONS - The first time you access any of your Bank accounts through use of the Services, or authorize others to use the services, you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure.
9. BUSINESS DAY - Unless otherwise defined by this Agreement or in an Exhibit, a Business Day is any day that the Bank is operating and open for substantially all banking functions. Saturdays, Sundays and selected federal holidays shall not be considered Business Days. You shall contact Bank to inquire if a given Federal Holiday is determined by Bank to be a Business Day. All transactions, deposits, instructions and entries received by Bank on a day, which is not a Business Day, will be treated as if received on the next Business Day. Bank's normal business hours are listed on Exhibit "B".
10. HOURS OF ACCESSIBILITY - You can usually access your Bank accounts through the Services seven (7) days a week, 24 hours a day. However, at certain times, some or all of the Services may not be available due to system maintenance or reasons beyond Bank's control. Bank specifically does not warrant that the Services will be available at all times. During these times when Services are not available, you may use Colony's telephone banking service, a Bank ATM or a Bank branch to conduct your transactions (assuming you have applied for and been accepted to utilize such telephone and ATM services). A transfer initiated through the Online Banking or Mobile Banking before 6:00 p.m. EST on a business day is posted to your account the same day. All Online Banking or Mobile Banking transfers completed after 6:00 p.m. EST on a business day or on a Saturday, Sunday or Banking holiday, will be posted on the next business day. Bill

payments will be processed on the business day you designate the bill is to be processed, provided the payment request is received prior to the cut-off time set by Colony Bank, which is currently 3:00 p.m. EST. Bill payment requests received after the business day cut-off time, or any time on a non-business day will be processed on the next business day. Colony Bank reserves the right to change its cut-off times and will provide notice of any changes.

11. **TERMINATION** - Your Online Banking services remain in effect until they are terminated by you or Colony Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking via cancellation options as available, or by calling eBanking customer service at 1-800-873-6404. This cancellation applies to your Online Banking services and does not terminate your Colony Bank accounts. We may terminate your participation in Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

If you choose to cancel your Online Banking services, any unprocessed payments will be canceled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. Colony Bank will cancel any scheduled payments once we receive your request to discontinue the service. If you close your account or if it is no longer enrolled in the Online Banking service, your Online Banking service will end, and any unprocessed payments will be canceled.

12. **NO WARRANTIES** - bank makes no representations or warranties to you or any other person, express or implied, in law or in fact, and disclaims any and all implied warranties, including, but not limited to, the implied warranties of fitness for a particular purpose, merchantability or suitability, to you or any other person, of any of the services provided by bank under this agreement or any computer software products or programs provided by bank under this agreement, or as to the stability or compatibility of bank's software, equipment or communication interfaces with those used by you.
13. **ENTIRE AGREEMENT** - this agreement and all amendments, exhibits and attachments embody the entire agreement between you and Bank regarding the services covered under this agreement. It supersedes all proposals and prior agreements and all oral discussions relating to the subjects covered in this agreement. It may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreement between you and Bank. There are no unwritten oral agreements between you and Bank.
14. **DISCLOSURE OF INFORMATION TO THIRD PARTIES** - You authorize Bank and each of its affiliates to disclose to third parties information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:
 - o To comply with laws, regulations, government agency or court orders or requests; or
 - o To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - o Where it is necessary for completing transfers or wires; or
 - o To verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - o To comply with government agency or court orders; or
 - o To provide services relating to your account or to offer other products and services; or
 - o If you otherwise give us your written permission.

Please refer to our [Privacy Policy](#) for detailed information.

MISCELLANEOUS TERMS AND CONDITIONS

1. **SEVERABILITY** - If any section, provision or condition of this Agreement is deemed invalid or unenforceable, the provision deemed invalid or unenforceable will, to the extent permitted by applicable law, be deemed reformed so as to be valid and enforceable. If such reformation is not possible, this Agreement will be read as if that provision was never a part of it, and the remainder of the Agreement will be valid and enforceable.
2. **NO WAIVER** - If Bank waives any failure or breach by you hereunder, such waiver will not operate to waive any other breach of the same or different provision.

3. **ADDITIONAL INFORMATION** - You agree to execute any additional documents and to provide any information (including information necessary to remake or reconstruct any deposit, transmission, file or entry) that Bank reasonably requests. You will get a monthly account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.
4. **FORCE MAJEURE** - No party will be deemed to have breached this Agreement if it fails to perform because of a cause beyond the reasonable direct control of that party, and without fault or negligence of that party. Examples of causes beyond the reasonable direct control of a party include, without limitation, any failure or interruption of any electronic communication system between you and Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of government, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, default of common carriers or third party vendors, and suspension in payments by another financial institution.
5. **SUCCESSORS AND ASSIGNS** - This Agreement is binding upon and is for the benefit of Bank and you and their respective successors and assigns. Bank may, at any time, assign this Agreement to any affiliate, subsidiary, parent, any company owned or controlled by any affiliate, subsidiary or parent company or any entity who acquires substantially all of the business of Bank. Otherwise, Bank and you may not assign this Agreement to any other person without the express written agreement of the other party.
6. **AMENDMENTS** - We reserve the right to change the charges, fees or other terms described in this Agreement. When changes are made to any fees, charges, or other material terms, we will update this Agreement, and post on this site at least 30 days in advance of the change. If you initiate any transfer of funds or bill payment through your Online Banking services or make any transfers outside Colony Bank after the effective date of a change, you thereby indicate your agreement to the change.
7. **APPLICABLE RULES, LAWS, AND REGULATIONS** - This Agreement shall be governed by, and you agree to comply with, the laws and regulations of the State of Georgia and applicable Federal laws and regulations. In addition, you agree to be bound by and will comply with the terms of this Agreement, requirements of Your Account, the Bank's rules and regulations and the rules and regulations of any funds transfer or wire system to which the Bank belongs. Any dispute between Bank and you must be brought in the relevant court in the Georgia county where Bank is located. When you use Online Banking services to access your account(s), you do so under the terms and conditions we gave you in the agreement and disclosures for the account(s).

QUESTIONS OR ERROR CORRECTION ON ONLINE BANKING AND BILL PAY TRANSACTIONS

1. In case of questions or errors about online funds transfers made through the use of the Services or if you believe your Access ID/PIN/Password has been compromised, you should contact your local Bank office at the telephone number or address provided in our list of [office locations](#) 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. You should also contact your local Bank office if you believe a transfer has been made using the information from your check without your permission.
2. We must hear from you no later than sixty (60) days after we have sent the first paper or online statement on which the problem or error appeared. If you notify us orally, we may require that you send us your complaint or question in writing within ten (10) business days.
3. When you tell us about the problem, please:
 - o Tell us your name and account number.
 - o Describe the error or the transfer you are unsure about, and explain why you believe it is in error or why you need more information.
 - o Tell us the dollar amount of the suspected error.
4. We will determine whether an error occurred within ten (10) business days, or twenty (20) business days for accounts within 30 days after the first deposit to the account (new account), after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of new accounts, point-of-sale, or foreign-initiated transactions, to investigate

your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, or twenty (20) business days for accounts within 30 days after the first deposit to the account (new account), for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. We will tell you the results within 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.

5. Unauthorized Transactions in Your Accounts. Notify us at once if you believe another person has improperly obtained your access ID, PIN, or password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. To notify us, call or write to your local branch .
6. If your access ID, Mobile Banking PIN, or Online Banking password has been compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your access ID number or password without your permission to access a Bank deposit account. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.
7. Also, if your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was mailed/sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.
8. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
 - o You may cancel the payments using the Online Banking or Bill Pay services; or
 - o You may contact your local Bank office at the telephone number or address provided in our list of [office locations](#), in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you \$15 for each stop-payment order you give. If you order us to stop payment 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.
9. When a preauthorized electronic fund transfer from your account will vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the designated payee or Colony Bank will provide written notice of the amount and date of transfer at least 10 days before the scheduled date of transfer. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
10. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, we will let you know if the deposit is not made. The person or company making the deposit will tell you every time they send us the money. You can use Online Banking services or eAlerts to find out whether or not the deposit has been made or you may contact your local bank office at the telephone number or address provided in our list of [office locations](#).
11. One-time or recurring bill payments from your enrolled checking account to companies or individuals (Payees) you select can be made for \$2,500 or less per transaction or up to \$2,500 in aggregate per business day.

EXHIBIT A

Services/Fee Schedule

Colony Bank 24-Hour Online Banking: Free

- Stop Payment on Check - \$15.00

Colony Bank Bill-Pay Service: Free

Optional features:

- Rushed Payments - \$9.95
- Outgoing Account to Account Transfers - \$2.00

Colony Bank eStatements: Free

Colony Bank Mobile Banking: Free. (Web access is needed to use Mobile Banking. Check with your cell or mobile phone service provider for details on specific fees and charges for web access and text messaging.)

Colony Bank eAlerts: Free

You should note that utilizing Online Banking does not change the fees that can be charged on your account for Bank Services. In accordance with your account type and the type of service requested, you might incur charges including, but not limited to:

- Normal account fees and service charges.
- Any Internet service provider fees.
- Purchase of computer programs such as Personal Financial Management software (e.g. Quicken©) used to access Online Banking and for importing transaction data.
- Payments or transfers made through Online Banking services from a savings or money market account which may result in an excess activity fee. Refer to your savings or money market account agreement for details.
- Added self-service features available through Online Banking, such as stop payment requests, check copy orders, and account statement copy orders. Please consult your Schedule of Fees and Account Agreement provided at account opening to see if your accounts are subject to these fees.
- An NSF-fee, returned item, overdraft, or similar fee for scheduling payments or transfers when your available balance is not sufficient to process the transaction on the date scheduled.

EXHIBIT B

Bank's Normal Business Hours:

BUSINESS DAYS

Monday, Tuesday, Wednesday, Thursday, and Friday.
Saturday, Sunday, and Holidays are not business days.

BUSINESS HOURS

Business hours are dependent upon the office location. You can access the business hours for all Colony Bank office [locations on the Colony Bank website.](#)

EXHIBIT C

Security Procedures

You acknowledge and agree that you have approved such security procedures and that the procedures are commercially reasonable and adequate for the purposes intended. Bank may rely on the security procedures identified herein to determine whether any instructions are authorized, and you will be bound by instructions issued in its name (or in the name of its Authorized Persons) and accepted by Bank in compliance with the security procedures set forth, whether or not you actually authorized such instructions. If the security procedures include an access ID number and password (collectively, a "password"), you agree that you and your Authorized Persons will keep the passwords confidential. If you believe or have reason to believe that any security procedure or password has or may have become known by unauthorized persons you will immediately notify Bank by telephone and agrees to confirm that oral notification in writing to Bank within 24 hours. Bank shall have no liability for losses caused by unauthorized access to any confidential information and you will indemnify and hold Bank harmless from any losses, costs, suits, damages, liabilities and expenses resulting from your failure to keep the password confidential or otherwise adequately manage the use of the password. You will be liable for any instructions and other communications initiated before Bank has received such notice and has had a reasonable opportunity to act on such notice. Bank reserves the right to change any or all of the security procedures at any time by giving written notice (which may be by facsimile) to you.

No Colony Bank employee will contact you via e-mail or phone requesting your Access ID, PIN, or Mobile Banking one-time password. If you are contacted by anyone requesting this information, do not provide any information and notify us immediately.