

**SOUTHERN BANK OF TENNESSEE  
NETTELLER ONLINE CUSTOMER  
ACCESS AGREEMENT**

**PLEASE READ THIS SOUTHERN BANK OF TENNESSEE INTERNET  
BANKING AGREEMENT AND DISCLOSURE CAREFULLY BEFORE SIGNING.**

**Information**

This Southern Bank of Tennessee Internet Banking Agreement and Disclosure governs your use of Southern Bank of Tennessee NetTeller Online Banking services. Once you continue, enroll in, and use Southern Bank of Tennessee NetTeller Online Banking, you agree to all of the terms of this Agreement. Please read it carefully and keep a copy for your records.

**Definitions**

You or Your - The person(s) subscribing to or using Southern Bank of Tennessee NetTeller Online Banking. We, Us, or Our - Refers to Southern Bank of Tennessee and any agent, independent contractor, designee, subsidiary or assignee Southern Bank of Tennessee may use in the providing of Southern Bank of Tennessee NetTeller Online Banking services. Business Day - Any calendar day other than Saturday, Sunday, or any holidays recognized by Southern Bank of Tennessee.

**About Southern Bank of Tennessee NetTeller Online Banking**

Southern Bank of Tennessee NetTeller Online Banking allows our customers who enroll to perform a number of banking functions on accounts linked to the Southern Bank of Tennessee NetTeller Online Banking service through the use of a personal computer.

To access Southern Bank of Tennessee NetTeller Online Banking you must have the following:

- A computer equipped with an internet connection
- A Southern Bank of Tennessee deposit or loan account
- A Southern Bank of Tennessee NetTeller Online Banking User ID and Password
- An Internet Service Provider

With Southern Bank of Tennessee NetTeller Online Banking you may transact the following services ("Services"):

- View ninety (90) days of your checking or savings account activity including last month's statement history. (Previous monthly statements are available for a cumulative 18 months after you enroll in e-statement delivery. Statements prior to e-statement delivery are not available online.)
- View current activity and balances on checking, savings and money market accounts.

- Review certificates of deposit.
- Review loan accounts.
- Transfer funds between your Southern Bank of Tennessee checking, savings, and money market accounts (transactions from money market payments and savings accounts are limited to six per month)
- Make a payment from your Southern Bank of Tennessee checking to your Southern Bank of Tennessee loans or mortgages.
- View and print check images as of transactions within the last ninety (90) days.
- Initiate Stop Payments (a fee will apply per stop payment request; please see the current fee schedule).
- Set-up email alert notifications if your balance falls below or exceeds your pre-determined threshold amount.
- Send a secure message to a Southern Bank of Tennessee NetTeller operations.
- Update your Southern Bank of Tennessee NetTeller Online Banking access and security information.
- Other services may be added from time-to-time. You will receive a notice of service availability.

### **User Eligibility**

These Services are available only to individuals who can form legally binding contracts under applicable law. If you do not meet the qualifications set forth in this paragraph, you may not use the Services.

When your Services are linked to one or more joint accounts, we may act on the written or electronic instructions of any authorized signer regarding your Services. Each NetTeller user must have a unique User ID and password and are considered subscribers to the Service.

### **Internet Security Information**

Southern Bank of Tennessee NetTeller Online Banking utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In addition to our log-on security, we use encryption technology for everything you do in the Southern Bank of Tennessee NetTeller Online Banking system. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet. We also have multifactor authentication which will require you to answer your challenge questions if the risk determination for the logon or transaction you are performing is considered high.

### **Enrollment Process**

The Southern Bank of Tennessee NetTeller Online Banking service requires each customer to complete the enrollment process. This involves your positive affirmation to this Agreement. Use of Southern Bank of Tennessee NetTeller Online Banking requires at least one eligible personal deposit or loan account with us.

Because your password is used to access your accounts, you should treat it as you

would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone. The system requires you to change your password every three hundred sixty (360) days, but you have the ability to change your password more frequently if you choose. It shall be your sole responsibility to control and protect your Access ID and Password. You covenant and agree with us that we may rely fully upon such codes and passwords, properly entered on the Southern Bank of Tennessee NetTeller Online Banking system, as authentic identification of you as user of the Services.

### **E-mail Opt-In**

The enrollment includes your email address. If permitted by state law, we will from time to time notify you via your e-mail address of product enhancements, service information and news events at Southern Bank of Tennessee and its subsidiaries. You agree to notify us of any change to your e-mail address so that we may continue to provide you with messages. By agreeing to this disclosure you are agreeing to opt-in for these types of e-mail notifications.

### **Account Access**

Our Services are generally available 24 hours a day, 7 days a week. We reserve the right, under certain circumstances, to deny access to any one or more deposit and/or loan account(s) or to the Services, or to deny the processing of transactions, in order to maintain or restore security to our website and systems. We may do so if we reasonably believe your access codes have been or may be obtained or are being used or may be used by an unauthorized person(s). We will notify you as soon as possible if this occurs. We will not be liable for any damages caused as a result of the denial of access. In addition, your access to the Services and your account(s) may be restricted during a period of routine maintenance.

If Services are suspended, fail or restricted due directly or indirectly to any act of God, nature or public enemy, war, epidemic, strike, lockout, riot, weather condition, equipment failure or malfunction, electric power disruption or shortage, communication failure or other condition not under the control of us, Services will be restored as soon as reasonably possible and we will not be liable for any damages to you as a result thereof.

### **Transfers**

#### **Processing of Transfer Requests**

- Transfers can be made to any of your available Southern Bank of Tennessee checking, savings or money market accounts (transactions from money market payments and savings accounts are limited to six per month).
- Transfers can be made as a payment to any of your available Southern Bank of Tennessee loan or mortgage accounts.
- Transfers will be credited to your account via Memo Post and will be reflected in your statement as of the business day they were entered.
- Transfers entered before 8:00 p.m. Eastern (7:00 p.m. Central) will be credited to your account on the date entered (earlier times apply for the bill pay and cash

management services; see those agreements for more information).

### **Balance Inquiries and Transfers Limitations**

You may use Southern Bank of Tennessee NetTeller Online Banking to check the balance of your accounts and to transfer funds among your accounts. According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Money Market Deposit Account or Savings Account during a given monthly statement period. Payments to your Southern Bank of Tennessee loans are counted toward this limit.

We strive to provide complete, accurate, and timely account information through the Services. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed, or inaccurate. Balances shown in your accounts may include deposits subject to verification by us. The balance may also differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. A transfer request may not result in immediate availability because of the time required to process the request. If you have further questions, contact your Southern Bank of Tennessee Office: Mt Juliet – 615-758-6600 / Smyrna – 615-355-7050 / Lebanon – 615-444-3700 / Clinton – 865-457-3433. There may be situations that cause a delay in an update of your balances. The system will use the most current balance available at the time of a transaction on which to base our approval.

### **Fees for the Southern Bank of Tennessee NetTeller Online Banking Service**

The Southern Bank of Tennessee NetTeller Online Banking service is available to our existing deposit or loan account customers at no monthly charge for the account information services and transfers.

Additional terms of acceptance or disclosures and fees may apply on the Stop Payment service and these terms will be disclosed at the time that you complete the request. The Stop Payment feature is designed to submit a request to stop payment on checks you have written.

### **Notice of Your Rights and Liabilities**

Notify us immediately if your User ID and Password have been compromised, lost or stolen. Failure to notify us immediately could result in the loss of all money accessible by your password. Please see the attached Electronic Funds Transfer Agreement and Disclosure.

Unauthorized transactions should be reported to us: 1) preferably by telephone to a Southern Bank of Tennessee Office: Mt Juliet – 615-758-6600 / Smyrna – 615-355-7050 / Lebanon – 615-444-3700 / Clinton – 865-457-3433 or 2) by writing to Southern Bank of Tennessee NetTeller Online Banking Customer Support at 151 E. Broad St., Clinton, TN 37716

### **Protecting Your User ID and Password**

The User ID and Password issued to you are for your security purposes. Your User

ID and Password are confidential and should not be disclosed to third parties. You are responsible for safeguarding your User ID and Password. You agree not to disclose or otherwise make your User ID and Password available to anyone not authorized to sign on your accounts. When you give someone your User ID and Password, you are authorizing that person to use the Services, and you are responsible for all transactions the person performs using your Services. All transactions that person performs, even those transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized however; you **must** change your password to prevent continued access by the person that is no longer authorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Southern Bank of Tennessee NetTeller Online Banking session and close your browser to ensure confidentiality.

### **Requirement of Indemnification**

As a condition of your use of the Services, you warrant to us that you will not use the Services for unlawful purposes or in ways which are prohibited by this Agreement or which could damage or disable the Services or interfere with any other party's use and enjoyment of the Services. You agree to indemnify and hold us harmless from any breach of your warranty, including but not limited to any claim made by any third party which is due to or arises out of your use of our Services. Your obligation to indemnify and hold us harmless extends to any judgments, awards, settlements and costs, including reasonable attorney's fees, which stem from a breach of your warranty or any claims made by any third party which is due to or arises out of your use of our Services.

### **Documentation**

We report your Southern Bank of Tennessee NetTeller Online Banking transactions on the statements for your linked accounts. You will get a monthly account statement (unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly). A description of each transaction will appear on your statement.

### **Our Liability for Incomplete Transactions**

If we do not complete a transaction to or from your account on time or in the correct amount according to your instructions given in accordance with this Agreement and the transaction relates to a consumer account, we will be liable for your proximate caused losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, sufficient funds are not showing on the system's available balance in your account in order to facilitate the transfer or the transfer would exceed any permitted overdraft protection you have with us at the time of

transaction.

- Funds are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal.
- Your computer, your telephone, the phone lines, or our computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to you when you attempted the transfer.
- You make an error in transferring funds between your accounts.
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or a natural disaster) prevent or delay the transaction or transfer in spite of reasonable precautions we've taken.
- The information supplied by you involving your account or transfer, is incorrect, incomplete, or untimely.
- We have a reasonable basis for believing that unauthorized use of your User ID or Password has occurred or may be occurring.
- For any other reason specified in this Agreement.

Unless otherwise required by law, we will not be liable to you under any circumstances for special, indirect, or consequential damages, including, without limitation, lost profits or attorney's fees, even if we are advised in advance of the possibility of such damages.

### **Disclosure of Account Information to Third Parties**

Information to third parties about your account(s) or the transaction(s) you make will only be disclosed if at least one of the following applies:

- It is necessary to complete a transaction.
- To verify the existence and condition of your account to a third party such as a credit bureau or merchant.
- To comply with a governmental agency or court order.
- If permission is given to us by you, which we may require to be in writing.
- To collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service.
- It involves a claim by or against us concerning a deposit to or withdrawal from your account.
- Where otherwise required or permitted under state or federal laws and/or regulations.

### **Virus Protection**

Use of these Services is at your own risk. You are responsible for the installation, maintenance, and operation of your computer and browser software. The risk of error, failure, or non-performance is your risk and includes the risk that you do not operate the computer or software properly. We make no warranty to you regarding the computer or software, including any warranty of merchantability or fitness for a particular purpose. We are not responsible for any errors or failures from any malfunction of your computer or the software nor are we responsible for any electronic virus or viruses that you may encounter. We are not responsible for any

computer virus related problems that may be associated with the use of the Services. We have no liability to you for any damage or other loss, direct or consequential, which you may suffer or incur by reason of your use of the computer or the software. We encourage our customers to routinely scan their PC and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

### **Termination**

You may terminate the use of Southern Bank of Tennessee NetTeller Online Banking by contacting us in writing by mail or personal delivery to Southern Bank of Tennessee Online Banking Customer Service, 151 E. Broad St., Clinton, TN 37716, or by telephone to a Southern Bank of Tennessee Office: Mt Juliet – 615-758-6600 / Smyrna – 615-355-7050 / Lebanon – 615-444-3700 / Clinton – 865-457-3433. This cancellation affects your Services only and does not terminate your Southern Bank of Tennessee accounts. If your account is closed or restricted for any reason, Southern Bank of Tennessee NetTeller Online Banking accessibility will automatically terminate.

We reserve the right, in our sole discretion and with or without cause, to terminate your use of these Services in whole or in part at any time without prior notice. Should the termination be due to insufficient funds, the service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate services, you must call a Southern Bank of Tennessee Office: Mt Juliet – 615-758-6600 / Smyrna – 615-355-7050 / Lebanon – 615-444-3700 / Clinton – 865-457-3433.

### **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

### **Assignment**

This Agreement may not be assigned to any other party by you. We may assign or delegate this Agreement, in part or whole, to any third party.

### **Entire Agreement**

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Regulation E Disclosure that have been provided to you. You should review those agreements for any fees, limitations, or restrictions that they contain which may impact your use of an account with Southern Bank of Tennessee NetTeller Online Banking. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this Agreement shall supersede.

## **REGULATION E DISCLOSURE ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

### **NetTeller Online Banking**

**Types of Transactions:** You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.
- \* Review transactions on eligible accounts.
- \* Make loan payments.
- \* Stop payment requests.
- \* Online bill payment.
- \* Obtain copy of statement.
- \* Order checks.

### **Fees and Charges for Online Service:**

- \* There is no charge for banking online with us.

### **ATM Services**

**Types of Transfers:** You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- \* Withdraw cash from your checking account.
- \* Withdraw cash from your savings account.
- \* Obtain balance information on your deposit accounts.

\* Transfer funds between your deposit accounts tied to the card.

**Limitations on Frequency and Amount:**

\* For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

**Fees and Charges for ATM Transactions:**

\* We do not charge for ATM transactions at the present time.

\* There is a Replacement Card Fee of \$10.00 per card.

**ATM Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**Other Direct Deposits**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

\* Accept direct deposits from your employer or other financial institutions to your checking or savings account.

**Fees and Charges:**

\* We do not charge for any preauthorized EFTs.

**Preauthorized Debits**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

\* Pay certain recurring bills from you checking or savings account.

**Fees and Charges:**

\* We do not charge for any preauthorized EFTs.

\* We will charge \$30.00 for each stop-payment order for preauthorized transfers.

**Preauthorized EFT Government Direct Deposit**

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

\* Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

**Fees and Charges:**

\* We do not charge for any preauthorized EFTs.

**POS Service**

**Types of Transactions:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. Your Primary Account number and information may be obtained from the POS Request Form.

**Limitations on Frequency and Amount:**

\* For security purposes, there are limits on the frequency and amount of transfers you may make using this Point of Sale service:

\* \$1,000.00 per day.

**Fees and Charges:**

\* We do not charge for any POS transactions.

**ATM/Debit Card/POS Services**

**Types of Transactions/Transfers:** You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card With a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card, and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

\* Withdraw cash from your checking account.

\* Withdraw cash from your savings account.

\* Obtain balance information on your deposit accounts.

\* We will refund up to \$25.00 per monthly statement cycle for ATM surcharges imposed by third parties.

### **Limitations on Frequency and Amount:**

\* For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.

\* \$410.00 cash withdrawals per day and \$1,000.00 debit card or POS per day.

### **Fees and Charges:**

\* We do not charge for ATM transactions at the present time.

\* There is a Replacement Card Fee of \$10.00 per card.

\* We do not charge for any POS transactions.

\* **ATM Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## **Mobile Access**

### **Types of Transactions**

You may use your mobile device to:

\* Transfer between eligible accounts

\* Obtain balance information on eligible accounts

\* Review transactions on eligible accounts

\* Make loan payments at Southern Bank of Tennessee

\* Make bill payments to payees established in NetTeller

\* Make mobile check deposits with your mobile device

### **Limitations on Frequency and Amount**

\* There are no limits on the frequency and amount of transfers you may make using your mobile device. Money Market and Savings Account transaction limitations apply.

### **Fees and Charges**

\* We do not charge for mobile device access or mobile device transactions.

## **Telephone Banking**

**Types of Audio Response Services:** You may access your deposit accounts by

using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- \* Obtain balance information on your deposit accounts.
- \* Transfer funds between deposit accounts.
- \* Make a loan payment on a loan at this bank.

**Limitations on Frequency and Amount:**

- \* There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.

**Fees and Charges for Audio Response Transactions:**

- \* We do not charge for any Audio Response Transactions.

**Other EFT Transactions:** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

\* **Electronic Check Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

\* **Re-presented Check Transactions and Fees:** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**Liability for Unauthorized VISA Debit Card Transactions.**

The following limitations may be applicable to your accounts, except as provided by law:

The zero liability limit described below only applies to debit cards that are United States issued VISA Consumer Cards or VISA Business Cards for transactions processed through a VISA network or, for ATM transactions, a Plus network. The zero liability described below does not apply to: (a) other types of VISA commercial debit cards that are not Visa Business Cards; (b) transactions using your personal

identification number that are not processed through a VISA network; and (c) ATM transactions which are not sent over VISA or Plus networks.

Tell us **AT ONCE** if you believe your VISA debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your VISA debit card. Your liability for unauthorized VISA debit card transactions that are processed through a VISA or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (see for example the **Liability for Unauthorized Transfers** paragraph below) we may hold you liable for the entire amount of unauthorized transaction if we find, based on substantial evidence, that you have been grossly negligent or fraudulent in the handling of your deposit account or VISA debit card.

For VISA Business Cards: (a) in order for an unauthorized transaction to be covered by the zero liability limit described above you must notify us within sixty (60) calendar days of the mailing of the first statement showing the unauthorized transaction; and (b) an "unauthorized transaction" does not include any transaction allegedly conducted by (i) a business co-owner, (ii) the cardholder or person authorized by the cardholder, or (iii) any other person with an interest in or authority to transact business on the account.

To notify us of lost or stolen cards, or of unauthorized transactions, call or write us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience. We may require you to provide a written statement regarding an unauthorized VISA debit card transaction in order for the zero liability limit described above to be applied.

VISA is a registered trademark of Visa in the United States and other countries.

**In addition to the limitations set forth above, the following limitations may be applicable to your accounts:**

**Liability for Unauthorized Transfers:** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not

get back any money 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (865) 457-3433, or write us at Southern Bank of Tennessee, The Community Bank of East Tennessee, an office of Southern Bank of Tennessee, 151 East Broad Street, Clinton, TN 37716. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions:** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

**Business Days:** For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

**Stop Payments on ATM, POS, or Debit Card Transaction.** You may not place a stop payment order on an ATM, POS, or debit card transaction.

## **Documentation**

### **Periodic Statement.**

You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your passbook.

\* **Terminal Receipt:** You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

\* **Direct Deposits:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 865.457.3433 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers:** 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. We will NOT be liable for instance:

\* If, through no fault of ours, you do not have enough money in your account to

make the transfer.

- \* If the money in your account is subject to legal process or other claim restricting such transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the ATM where you are making the transfer does not have enough cash.
- \* If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- \* If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- \* Exceptions Established by Us There may be other exceptions stated in our agreement.

**In Case of Errors or Questions About Your Electronic Transfers: Telephone us at (865) 457-3433, or write us at Southern Bank of Tennessee, The Community Bank of East Tennessee, an office of Southern Bank of Tennessee, 151 East Broad Street, Clinton, TN 37716** 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- \* Tell us your name and account number (if any).
- \* 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.
- \* Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days 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 to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written

explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it used as a VISA joint point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

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

- \* To complete transfers as necessary;
- \* To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- \* To comply with government agency or court orders; or
- \* If you give us your written permission.

**Personal Identification Number (PIN):** The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

**Notices:** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement:** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM, POS and Audio Response Services:** You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- \* You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- \* We have reason to believe that there has been an unauthorized use of your ATM

PIN, POS card or PIN or Audio Response PIN;

\* We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

### **Preauthorized Electronic Fund Transfers**

**Stop Payment Rights:** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (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 fourteen (14) days after you call. We will charge you \$30.00 for stop payment orders on these payments.

**Notice of Varying Amounts:** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. 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.

**Liability for Failure to Stop Payment of Preauthorized Transfers:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Other Provisions:** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

### **ATM SAFETY TIPS**

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- \* Be aware of your surroundings, particularly at night.
- \* Consider having someone accompany you when the automated teller machine is used after dark.
- \* It is appropriate to politely ask someone who is uncomfortably close to you to

step back before you complete your transaction.

\* Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.

\* Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.

\* Go to the nearest public area where people are located if you are followed after making a transaction.

\* Report all crimes to law enforcement officials immediately.

**SOUTHERN BANK OF TENNESSEE  
NETTELLER CUSTOMER ACCESS  
REQUEST**

I request access to the accounts listed below via Southern Bank of Tennessee NetTeller.

Checking	Savings	Loans	Other

I agree that the use of Southern Bank of Tennessee NetTeller will be subject to the terms and conditions contained in the Deposit Account Agreement, Customer Access Agreement, and the Regulation E Disclosure that have been provided to me.

By signing below, I request the bank to issue a user User ID and initial access password.

\_\_\_\_\_  
Customer Signature and Date

\_\_\_\_\_  
Customer Email Address

July 5, 2016