

MOUNT VERNON BANK ONLINE AND MOBILE BANKING SERVICES AGREEMENT TERMS AND CONDITIONS OF USE

WELCOME TO MOUNT VERNON BANK'S ONLINE AND MOBILE BANKING SERVICES. THESE TERMS AND CONDITIONS OF USE GOVERN THE USE OF THIS SITE. PLEASE READ THEM CAREFULLY BEFORE ACCESSING THE SITE. IF YOU DO NOT AGREE WITH THESE TERMS DO NOT ACCESS THE SITE. BY ACCESSING THE SITE OR ANY OF ITS PAGES YOU AGREE TO BE BOUND BY THESE TERMS.

Your use of Mount Vernon Banks Online Banking Services, Mobile Banking Services and Bill Pay Services are subject to the terms and conditions of this Agreement, as well as the terms and conditions of any agreement between you and Mount Vernon Bank that is applicable to the products and/or services accessed through Mount Vernon Banks Electronic Banking Services, which may include Mount Vernon Banks Deposit Account Agreement (MVBDA), Funds Availability Policy and the Electronic Funds Transfers Disclosure Statement and Agreement (EFT Agreement), the Schedule of Deposit Account Charges, Deposit Accounts Schedule of Interest and various loan agreements. All such agreements shall be, as they may be amended from time to time, and are incorporated herein by reference. In the event of inconsistency between this Agreement and the MVBDA or EFT Agreement, the terms of this Agreement will apply unless otherwise provided in this Agreement.

DEFINITIONS

- a. "We", "us" and "our" refer to Mount Vernon Bank.
- b. "You" and "your" refer to the customer of Mount Vernon Bank who is entering into this Agreement.
- c. "Internet Banking Services" means a suite of services that we make available to you enabling you to conduct banking transactions with us by using your Mobile Banking, Online Banking, or other web-based applications. These services may be referred to in this Agreement by their individual names, or collectively as the Internet Banking Services. These services may be provided by Mount Vernon Bank through software and/or services obtained from third-party providers
- d. "Access ID" or User ID" is the identification you use to access the internet banking services.
- e. "Pin" or "Password" is the personal identification code selected by you and used to access the internet banking services.
- f. "Account(s)" mean the account(s) on which you are the owner or joint owner at Mount Vernon bank and for which you use Internet Banking Services.

- g. “Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows SSL (Secure Socket Layer) traffic which is also capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult with your wireless plan or provider for details. The cellular telephone or similar wireless communications device (1) that is installed with software that you have downloaded in order to conduct Mobile Banking transaction, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS) messaging). We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.
- h. “Business Days” are Monday through Friday, excluding Federal Bank Holidays.
- i. “Bill Pay” is a secure electronic service that allows customers to pay bills without having to write checks and mail them. Bill Pay is tied to a checking account from which funds are withdrawn electronically for payment of one-time or recurring bills.

ACCEPTANCE OF TERMS & AMENDMENTS

Your use of the Internet Banking Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after MOUNT VERNON BANK has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, MOUNT VERNON 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. If you do not consent to a modification of this Agreement or the Services, you may terminate and discontinue your use of the Service at any time by notifying us in writing to:

**Mount Vernon Bank
2109 East First St
Vidalia, GA 30474**

Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, Mount Vernon Bank reserves the right, in its sole discretion, to change modify, add, or remove portions from the services.

SECURITY

Upon becoming an Internet Banking customer, you will register and create a new User ID and Password and answer security questions, which will allow access to information on your existing Accounts with Mount Vernon Bank. Use of this information assigned to you will indicate to

Mount Vernon Bank your acceptance of these Terms. Each time you engage in an Internet Banking Transaction, you will be required to enter your information. Any person(s) initiating an Internet Banking Transaction on behalf of a commercial customer by entering the correct information is deemed as acting with the full authority of the Board of Directors, members or general partners, as applicable, of the commercial customer. You are responsible for maintaining the confidentiality of your INFORMATION and any breach of confidentiality must be promptly reported Mount Vernon Bank. Mount Vernon Bank reserves the right to prevent your access to Internet Banking should Mount Vernon Bank have reason to believe the confidentiality of your TOKEN has been compromised.

You understand the importance of your role in preventing misuse of your accounts through the Internet Banking Services and you agree to promptly examine your account statements as soon as you receive them and notify us immediately if you believe another person has attempted to access your account through the Internet banking services without your permission. You agree to protect the confidentiality of your account(s) and account number(s), and your personal identifying information, including your Access ID(s), Password(s) and/or PIN(S). For security purposes, you are required to change your password upon your initial login to Internet Banking Services, and you may be required to establish and change PIN(S) and Password(s) for the other Internet Banking Services in which you enroll. You accept responsibility for the confidentiality and security of your PIN(S) and Password(s). Upon Three (3) unsuccessful attempts to use your Password to access Internet Banking Services, your access to Internet Banking Services will be locked out. You must call our Customer Service Representatives to get this unlocked. Call at 912-386-4700.

You acknowledge and agree that by providing any personal or proprietary information through Internet Banking, you consent to the transmission of such personal or proprietary information to Mount Vernon Bank, its agents and processors as necessary for secure processing in accordance with Mount Vernon Bank's standard business practices.

CUSTOMER RESPONSIBILITIES

You shall be responsible for all Internet Banking Transactions you authorize. You shall also be responsible for all Internet Banking Transactions initiated by persons to whom you have given your INFORMATION. You also have responsibilities as governed by the Electronic Fund Transfer Act (15 U.S.C. 1693, et seq.) as more fully described below.

You represent and agree to the following by using Internet Banking Services:

- a.) **Account Ownership/Accurate Information.** You represent that you are the legal owner of the account(s) and other financial information which may be accessed via Internet Banking Services. You represent and agree that all information you provide to us in connection with Internet Banking Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Internet Banking Services. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Internet Banking Services.

- b.) **User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account(s) and transactions when using Internet Banking Services. You agree not to leave your device unattended while logged into Internet Banking Services and to log off immediately at the completion of each access. You agree not to provide your Access ID, Password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access Internet Banking Services, you are responsible for any transactions they authorize, and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your account. We make no representation that any content or use of Internet Banking Services is available for use in locations outside of the United States. Accessing Internet Banking Services from locations outside of the United States is at your own risk.
- c.) **User Conduct.** You agree not to use Mobile Banking, or the content or information delivered through Internet Banking Services in any way that would:
1. infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software.
 2. be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Internet Banking Services to impersonate another person or entity.
 3. violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising).
 4. be false, misleading or inaccurate.
 5. create liability for us or our affiliates or service providers or cause us to lose (in whole or in part) the services of any of our service providers.
 6. be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
 7. potentially be perceived as illegal, offensive or objectionable.
 8. interfere with or disrupt computer networks connected to Internet Banking Services.
 9. interfere with or disrupt the use of Internet Banking Services by any other user; or
 10. use Internet Banking Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
- d.) **No Commercial Use or Resell.** You agree that the Internet Banking Services are only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Internet Banking Services or resell, lease, rent or distribute access to Internet Banking Services.

Security of Your Mobile Device and Account Information. You are responsible for the following:

- Maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security questions(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "Account Information").

- Preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, “Account Information”). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, text message, email and other data (“Communications”) entered using the Access Information. Any Communications received thru the use of the Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any Part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

BANK RESPONSIBILITIES

Mount Vernon Bank shall be responsible for performing services expressly provided for in these Terms and shall not be liable for any error or delay so long as Mount Vernon Bank has acted in accordance with these Terms and Account agreements. Mount Vernon Bank shall not be liable if you do not have sufficient funds in a designated Account to complete the transaction you initiate or if the Account is closed.

Mount Vernon Bank shall not be liable if you have not given Mount Vernon Bank complete, correct or current transfer instructions or if you have not followed proper instructions provided through the Internet Banking website. Mount Vernon Bank shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstance beyond the control of Mount Vernon Bank.

COMPUTER EQUIPMENT AND SOFTWARE

You must have an Internet Service Provider and a web browser to utilize Internet Banking through the Internet. To provide the highest degree of confidentiality and security, Mount Vernon Bank recommends the use of browsers that provide encryption using a 128-bit key. The higher level of encryption, the more difficult it is for unauthorized people to read information. Mount Vernon Bank is not liable for losses resulting from the use of any browser using less than 128-bit data encryption. If you elect to use a browser that does not use 128-bit encryption, this implies your acceptance of this risk.

To use the Mobile Banking Service, you must have a supported mobile device with a supported camera (for the Mobile Deposit) and a supported operating system, have a data plan for your mobile device, and download the App to your mobile device (collectively, the “Mobile Device”). We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system or mobile carrier will be compatible with the Service. MOUNT VERNON BANK is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter directly with the third-party software provider at time of download and installation.

You are solely responsible for the maintenance, installation and operation of your computer and Mobile devices for the software used in accessing Internet Banking. Mount Vernon Bank shall

not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor shall Mount Vernon Bank be responsible for any computer virus that affects your computer or the software while using Internet Banking.

LINKS TO OTHER INTERNET SITES

From time to time Mount Vernon Bank may place links to third party web sites on this Site. Mount Vernon Bank has no control over any other site and is not responsible for the content on any site other than this Site. You should refer to any terms of use, privacy policies and other notices on such third-party sites

before using them. You assume all responsibility when you go to other sites via the links on this Site and for your dealings with such third-party web sites. You should take precautions when downloading files from third party sites to protect your computer software and data from viruses and other destructive programs.

ELECTRONIC SIGNATURES AND AUTHENTICATION

The E-Sign Act provides that electronic signatures have the same validity as handwritten signatures. According to the act, "An electronic signature means an electronic sound, symbol, or process attached to or logically associated with a correct or other record and executed or adopted by a person with the intent to sign the record." The rules state regardless of the technology used; the process must evidence the consumer's identity.

Mount Vernon Bank may, in accordance with federal law, adopt or accept commercially reasonable electronic signature and/or authentication procedures to verify customer identity, authenticate customer signature authorization, and confirm that information electronically received by mount Vernon Bank has not been altered during transmission. Such electronic signatures shall consist of symbol(s) or code(s), which may be affixed or contained in electronic agreements, disclosures, notices, records or data transmitted by you or Mount Vernon Bank to the other party. Neither Mount Vernon bank nor you shall disclose to any unauthorized person the confidential electronic signature of the other party.

DATA RECORDING

You agree that by using Internet Banking to conduct transactions, the information and transfers will be recorded and/or data captured. By using Mount Vernon Bank's service, you consent to such recording.

GOVERNING LAW

This Agreement and the parties mutual rights liabilities, and obligations shall be governed by the laws of the State of Georgia and, to the extent applicable, by provisions of the Federal Electronic Transfer Act, the Consumer Financial Protection Bureau's Regulation E, and other applicable federal laws and regulations.

Ownership & License. You agree that MOUNT VERNON 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 MOUNT VERNON BANK's business interest, or (iii) to MOUNT VERNON BANK's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use 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.

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.

Limitation of liability.

WE ARE ONLY RESPONSIBLE FOR PERFORMING THE SERVICE AS EXPRESSLY STATED IN THIS ADDENDUM. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED "AS IS," "WHERE AS," AND "WITH ALL FAULTS," AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL BANK OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE APP, THE SOFTWARE, THE EQUIPMENT OR THE SERVICE WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, BANK'S AND OUR THIRD-PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

ONLINE BANKING

ACCESS

To use the Internet Banking Services, you must maintain at least one deposit account with Mount Vernon Bank, which may include the following types of accounts: Checking Account, Savings Account or Money Market Account (collectively and individually, "Accounts"). Internet banking Services will allow you to access more than one Account, view Account Balances and Transaction information, transfer funds among designated Accounts, make deposits and send electronic communication to Mount Vernon Bank and receive electronic communication from Mount Vernon Bank. Access to your accounts through the Internet Banking Services will be based upon the identification of users and authority levels specified by you in the information you provide at enrollment. We undertake no obligation to monitor transactions through the Internet Banking Services to determine that they are made on behalf of the accountholder, except as required by law.

Access to Mount Vernon Bank's Online Banking is provided over the internet through our web site by personal computer and modem and/or other devices or equipment authorized or allowed by Mount Vernon Bank. Access requires the use of a unique login name and/or account number(s) authorized by Mount Vernon Bank together with a password or other security code or a combination of any of these (collectively, the "Login Codes") as required by Mount Vernon Bank.

Your use of Mount Vernon Bank Online with the Login Codes authorized by Mount Vernon Bank will be deemed by us to be valid and authentic and you intend and agree that any communications to us under your Login Codes will be given the same legal effect as written and signed paper communications and/or authorizations. You agree that electronic copies of communications are valid, and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

SINGLE LOGIN ID PER USER

Mount Vernon Bank Online Banking Login Codes are for the use of a single account holder. Joint account holders should obtain their own Login Codes and have their own Online Profile if they each want access to their joint account online.

NOTE: If you allow others to use your Login Codes you will be liable for all activities of those individuals whether or not they act in a manner authorized by you and you agree to notify us in writing if you have withdrawn your authorization.

ALERTS

You may sign up for or activate Account Alerts. The types of Alerts you may receive are as follows:

System Alerts are automatically sent to you after certain changes are made online to your Online Profile, such as a change in your e-mail or Login Codes. You do not need to activate these Alerts.

Self-Service Account Alerts must be activated by you. Self-Service Account Alerts allow you to choose Alert messages for your accounts based on activity on your accounts, such as a check clearing or your balance decreasing below a specified level. These Alerts are sent out the following Business Day.

Each Alert has different options available, and you will be asked to select from among these options upon activation of your Alerts service.

Both System Alerts and Self-service Account Alerts are subject to the following:

Electronic Alerts will be sent to the e-mail address or mobile phone number provided to us for your account. If your e-mail address or mobile phone number changes, you are responsible for updating it within Mount Vernon Bank's Online Banking.

You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We try to provide Alerts in a timely manner with accurate information. However, we neither guarantee the timely delivery nor the accuracy of the contents of any Alert. You agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any Alert; for any errors in the content of an Alert; or for any actions taken or not taken by you or any third party in reliance on an Alert.

Because Alerts are not encrypted, we generally do not include your Login Codes or full account number. However, Alerts may include your name and some information about your accounts. Depending upon which Alerts you select, information such as your account balance or the due date for a payment may be included. You acknowledge that you understand that anyone with access to your e-mail or mobile phone will be able to view the contents of these Alerts, and you accept the consequences if any.

BALANCE INQUIRIES AND TRANSFERS

You may use Internet Banking to check the balance of your Accounts and to transfer funds among your designated Accounts. You must first sign on to Internet Banking using your Password to obtain Internet access to Bank. Transfers between accounts at Mount Vernon Bank may be scheduled for 1) immediate transfer, 2) single scheduled future date, or 3) automatic recurrence on a scheduled date. Account balances will be current as of the date and time you sign on to Internet Banking. The balance shown may include deposits still subject to verification by us. The balance shown also may differ from your records because it may not include deposits in progress, check card authorizations, outstanding checks, or other withdrawals, payments or charges. Funds transfers will be made available in accordance with Bank's policy (see Bank's Funds Availability Disclosure). If there are insufficient funds in an Account from which you are requesting a funds transfer, the transfer will not be completed.

WITHDRAWAL TRANSACTION LIMITATIONS

For Savings and Money Market (IMMA) accounts, you may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer,

or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

FEES AND CHARGES

Unless specifically disclosed in your enrollment or application Agreement or Form for an individual Internet Banking Service, there are no fees for accessing your account(s) through the Internet Banking Services. Other fees may apply to particular account services as described in the applicable documents. These fees are outlined in the Fee Schedule that you received when you opened your account(s). You are responsible for any telephone, Internet, mobile, or text service fees you incur in connection with your use of the Internet Banking Services. All other services - fees for any other service made available or requested by you via this Site, will be as stated in Mount Vernon Bank's fee schedule, as amended from time to time.

ONLINE BILL PAYMENT

THE COST OF OUR BILL PAY SERVICE IS FREE with exception to charges made by I Pay Technologies, LLC.

This is your bill paying agreement with Mount Vernon Bank.

You may use Mount Vernon Bank bill paying service, to direct Mount Vernon Bank to make payments from your designated 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 Account Agreements you received at account opening: MVBDA and EFT).

THE BILL PAYING PROCESS HOW TO SET UP PAYEES/PAYMENTS

- If you want to add a new “PAYEE”, select the “Payee” tab located in your Bill Pay application or speak to a service representative.
- You may add a new fixed payment to a “Payee” by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.
- The Financial Institution reserves the right to refuse the designation of a “Payee” for any reason.
- You may pay any “Payee” with-in the United States (including U.S. territories and APO’s).
- The Financial Institution is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

Single Payments – a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment’s process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off

time, which is controlled by the Financial Institution, is currently 2:00 pm.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.

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

SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment, this is only an estimate, please allow ample time for you payments to reach your "Payees".

CANCELLING A PAYMENT

A bill payment can be changed or cancelled, any time prior to the cutoff time on the scheduled process date.

AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to the Financial Institution.

- The Financial Institution reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.
- If you do not have sufficient funds in the account and the Financial Institution has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.

- You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Financial Institution reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

- You are solely responsible for controlling the safekeeping of and access to, your Personal Identification Number (PIN).
- If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your PIN.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- The Financial Institution is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- The Financial Institution is not liable for any failure to make a bill payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a "Payee" for a bill payment.
- The Financial Institution is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be the Financial Institution's agent.
- In any event, the Financial Institution will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this agreement or the service, even if the Financial Institution has knowledge of the possibility of them.
- The Financial Institution is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.

AMENDMENT TERMINATION

The Financial Institution has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

- The Financial Institution has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to the Financial Institution.
- The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a reasonable opportunity to act on your termination notice.

You remain obligated for any payments made by the Financial Institution on your behalf.

SERVICE FEES

The fee for the Bill Paying Service is: Free for an unlimited number of monthly payments.

Additional charges for customer requested services and other items. These are iPay's charges to the Financial Institution which may be passed on to the consumer. There will be No Charge for any item if needed to correct a Financial Institution error.

- Written Correspondence to “Payee” : \$10.00
- Per proof of payment not necessitated by a dispute: \$10.00
- Payments returned due to customer error: \$5.00
- Reinstatement Fee: \$5.00
- Cancellation Fee: \$7.50
- ACH Return Fee: \$10.00
- Express Mail correspondence: \$15.00
- NSF Fee: \$37.00

The Financial Institution reserves the right to charge you for research time involving payments no longer available in your screen history.

You will be informed of any such charges before they are incurred. Some Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers Disclosure Statement received when you opened your account, which discloses important information concerning your rights and obligations.

Mobile Deposit

MOUNT VERNON BANK Online Banking Services, Bill Payment Agreement and Mobile Banking Agreement between you and MOUNT VERNON BANK sets forth the terms and conditions of MOUNT VERNON BANK Mobile Deposit (the “Service”), which allows you to deposit certain checks into certain deposit accounts that are eligible to receive mobile deposits (“Mobile Deposit Accounts”) via an application (the “App”) installed on your supported mobile device. The App is considered part of the Service.

By enrolling in the Service, you agree to be legally bound by this Addendum and the Bank Online Banking, Bill Payment Agreement and Bank Mobile Banking Agreement.

Services. The mobile remote deposit capture services ("Services") are designed to allow you to make deposits to your **checking, savings, or money market savings accounts from** home or other remote locations by scanning checks and delivering the images and associated deposit information to MOUNT VERNON BANK or MOUNT VERNON BANK’s designated processor. **The Mobile Deposit Service is limited to consumer transactions.**

Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message 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. Some of the 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. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this Addendum, deposits made through the Service are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Deposit Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

Fees. There is no fee for the Service from MOUNT VERNON BANK.

You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be solely responsible to your wireless carrier for any such Internet or text messaging charges.

Eligible Check and 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 MOUNT VERNON BANK is converted to an Image Replacement Document 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 other than the person 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.
- 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 remotely 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 MOUNT VERNON BANK's current procedures relating to the Services or which are otherwise not acceptable under the terms of your MOUNT VERNON BANK account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- 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 remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the US Treasury Department
- Checks that require an authorization (ex: Comchecks)
- Money Orders, savings bonds, or demand drafts
- Checks made payable to "Cash"
- Checks marked non-negotiable

Nothing in this Addendum should be construed as requiring Bank to accept any check or item for deposit, even if Bank has accepted that type of check or item previously. Nor shall Bank be required to identify or reject any checks or items that fail to meet the requirements of this Addendum.

Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "**For mobile deposit only at Mount Vernon Bank, account # _____**" or as otherwise instructed by MOUNT VERNON BANK. You agree to follow any and all other procedures and instructions for use of the Services as MOUNT VERNON BANK may establish from time to time.

If the check is made payable to you OR your joint owner, either of you may endorse the check. If the check is made payable to you AND your joint owner, both of you must endorse the check. Mount Vernon Bank reserves the right to reject any item that is not properly endorsed.

Receipt of Items, Crediting. 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 MOUNT VERNON 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.

Availability of Funds. You agree that items transmitted using the Services are not subject to the Funds Availability Requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 pm on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open.

We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard Funds Availability Policy

Disposal of Transmitted Items.

After a check or item has posted to your account, you agree to prominently mark the check or item as "Electronically Presented." You agree never to present again to us or any other party a check or item that has been deposited through the Service unless we notify you that the check or item will not be accepted for deposit through the Service. You will promptly provide any check or item, or a sufficient copy of the front and back of the check or item, to Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item, or for Bank's audit purposes. You agree to retain the check or item for at least thirty (30) calendar days after the date of the image transmission. After that thirty-day period, you agree to destroy or otherwise properly dispose of checks and items that have been accepted for deposit through the Service and have cleared to ensure that such checks and items are not

presented again for payment and, prior to disposal or destruction, to safeguard such checks and items.

Deposit Limits. We 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. Our current limits are as follows.

- **Five (5) deposited items per day**
- **\$2,500.00 maximum per day**

Presentment. The way the items are cleared, presented for payment, and collected shall be in MOUNT VERNON BANK's sole discretion subject to the Deposit Account Agreement governing your Mobile Deposit Account.

Errors. You agree to notify MOUNT VERNON BANK of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable MOUNT VERNON BANK account statement is sent. Unless you notify MOUNT VERNON 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 MOUNT VERNON BANK for such alleged error.

You may notify us at:

**Mount Vernon Bank
2109 East First Street
Vidalia, Ga 30474**

Errors in Transmission. By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. MOUNT VERNON BANK bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Image Quality. The image of an item transmitted to MOUNT VERNON BANK using the Services must be legible, as determined in the sole discretion of MOUNT VERNON BANK. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by MOUNT VERNON BANK, or any other regulatory agency, clearinghouse or association. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

User Warranties and Indemnification. You warrant to MOUNT VERNON BANK that:

- You will only transmit eligible items and items that you are entitled to enforce and that will include all signatures required for their negotiation and deposit.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.

- All information you provide to MOUNT VERNON 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 MOUNT VERNON BANK from any loss for breach of this warranty provision.
- You will use the Service only for your own deposits and will not allow the use of the Service for any third party.

Any breach of the above warranties may result in cancellation of the Service for your specific profile in the MOUNT VERNON BANK mobile application, closure of your accounts, or termination of the client relationship.

You represent and warrant to Bank the following:

- Images will meet Bank's Image quality standards in effect from time to time. All information you provide to Bank is accurate and true, including that all images transmitted to Bank accurately reflect the front and back of the check or item at the time it was imaged.
- By your utilization of this App, you acknowledge and agree that the Third- Party Service Provider of the App may have access to the nonpublic personal information transmitted by you through the App.
- You agree to indemnify and hold harmless **Mount Vernon Bank** from and against, and agree to defend promptly **Mount Vernon Bank** from and reimburse **Mount Vernon Bank** for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind, including without limitation reasonable attorneys' fees and other legal costs and expenses, that **Mount Vernon Bank** or its successor in interest may at any time suffer or incur, or become subject to, as a result of, or in connection with, any breach of any of the promises, representations and/or warranties made by you in this section of agreement.

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.

Termination. We may terminate this Agreement at any time and for any reason. 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 Deposit Account Agreement or any other agreement with us.

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.

ELECTRONIC FUNDS TRANSFER ACT DISCLOSURE

Some of the terms set forth below are governed by the Electronic Funds Transfer Act ("EFT Act"), which is only applicable to Consumers. Commercial Account holders are not entitled to the rights provided under the EFT Act. Any Consumer Internet Banking transfers you complete using your INFORMATION over this Site are subject to the EFT Act and this disclosure.

Reporting Unauthorized Transactions

You must notify Mount Vernon Bank Immediately if your Information has been lost or stolen, or if you believe unauthorized transactions are being made from your Account(s). Telephoning is the best way of minimizing possible losses.

Contact the Customer Service Center at **(912)-386-4700** or write to Mount Vernon Bank at:

**Mount Vernon Bank
2109 East First St
Vidalia, GA30474**

Failure to notify Mount Vernon Bank could result in the loss of all money in your Account plus your maximum line of credit, if you have one. If you report within two (2) business days, the loss sustained by you will be no more than \$50 if your information is used without your permission.

If you do not notify Mount Vernon Bank within two(2) business days after learning of the loss of theft of the information ,and Mount Vernon Bank can prove that it could have prevented someone from using the information without your permission had it been notified, you could lose as much as \$500.

PERIODIC STATEMENTS

Mount Vernon Bank will mail or deliver to you periodic statements for your Account(s) as disclosed in your deposit or credit agreements. Mount Vernon Bank will include any transfers you authorize through Internet Banking on your statements.

You agree to review your periodic statement for accuracy of all data in accordance with these Terms and any other deposit or credit agreements governing your Account. You should promptly notify Mount Vernon Bank of any discrepancies.

MOUNT VERNON BANK'S BUSINESS DAYS

Mount Vernon Bank's business days are Monday-Friday. Federal holidays on which our offices are closed are not considered business days.

You may access Account information through Internet Banking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond Mount Vernon Bank's control. Mount Vernon Bank does not warrant that Internet Banking will always be available.

ERROR RESOLUTION

If your Account statement shows electronic transfers you did not make, or you feel any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us in writing or by telephone.

Contact the Customer Service Center at (912)-386-4700 or write to Mount Vernon Bank at:

**Mount Vernon Bank
2109 East First St
Vidalia, GA30474**

We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. If you fail to notify Mount Vernon Bank within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

WHEN YOU CONTACT US:

Tell us your name and Account number.

Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information; and

Tell us the dollar amount and the item reference number of the suspected error.

If you notify us by telephone, we may require that you send us your complaint or question in writing within ten (10) business days. 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 provisionally credit your Account.

We will tell you the results of our investigation within ten (10) business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate complaints or questions concerning foreign-initiated transfers, or up to forty-five (45) days to investigate, we will provisionally credit your Account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete the investigation. If we decide no error occurred, we will send you a written explanation within three (3) business days after our investigation is completed. You may ask for copies of the documents we used in our investigation.

ELECTRONIC MAIL

Electronic Communication (secure messages) to Mount Vernon Bank may be delayed; therefore, if you need Mount Vernon Bank to receive information concerning your Account immediately (

e.g. , to stop payments, to report a lost or stolen card or to report unauthorized use of your Account), you must contact Mount Vernon Bank in person or by telephone. Mount Vernon Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail.

ACCOUNT INFORMATION

Mount Vernon Bank may disclose information to a third party about your Account or the transfers only if you have given us permission to do so, or when it is necessary to (1) complete transfers, (2) verify the existence or status of your Account to a third party such as a credit bureau or merchant, or (3) comply with a court order or the request of a government agency. Please refer to Mount Vernon Bank's Privacy Policy posted on the Site for more information on Mount Vernon Bank's use of its customer's personal and account information provided to or held by Mount Vernon Bank.