



INTERNET BANKING AGREEMENT TERMS AND CONDITIONS OF USE

Welcome to The Trust Bank Internet Banking web site, www.thetrustbank.net. These terms and conditions of use govern the use of this site. Please read them carefully before accessing the site. By accessing the site or any of its pages you agree to be bound by these terms.

Product and Services Information

This Site has been established by the Bank for the purpose of conveying information about the Bank's products and services and to allow communication between the Bank and its customers. Nothing contained in any page on this Site takes the place of the Bank's agreements that govern our products and services and disclosures made in accordance with federal and state laws and regulations. If any information on the Site conflicts with that in the Bank's agreements and disclosures, such agreements and disclosures will control.

Subscription Requirements

To subscribe to The Trust Bank's Internet Banking service, you must maintain at least one account with The Trust Bank, which may include the following types of accounts: checking account, savings account, Certificate of Deposit, Individual Retirement Account or Loan. Internet Banking will allow you to access more than one Account, view Account balance and transaction information, and to transfer funds among designated The Trust Bank accounts.

Security Procedures

Upon registering to become an Internet Banking customer, you will be assigned a Login ID and initial Password. Once you have completed the login information you will be asked to enter the Random Security Code displayed on your screen. This code is automatically generated with each login attempt to the system. Upon your first login attempt, you will be asked to enter a Security Key. This Key will be displayed on each page of the website to verify its authenticity to the user. Should any of your login information be compromised at any time, you should notify the bank immediately. In turn, The Trust Bank reserves the right to prevent access to your internet banking accounts should the bank have reason to believe that the confidentiality of your login information has been compromised.

You acknowledge and agree that by providing any personal or proprietary information through this Site, you consent to the transmission of such personal or proprietary information to the Bank, its agents and processors as necessary for secure processing in accordance with the 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 PIN. You also have responsibilities as governed by the Electronic Fund Transfer Act (15 U.S.C. 1693, et seq.) as more fully described below.

Bank Responsibilities

The 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 the Bank has acted in accordance with these Terms and Account agreements. The 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.

The Bank shall not be liable if you have not given the Bank complete, correct or current transfer instructions or if you have not followed proper instructions provided through the Internet Banking website. The 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 the Bank.

Computer Equipment and Software

You must have an Internet Service Provider and a web browser to utilize Internet Banking through the Internet. The Trust Bank requires 128-bit encryption (a high level of coding for security purposes). If your computer's internet browser does not have this level of encryption, a blank screen may be displayed. At the top of the screen you may see a message displaying the need of 128-bit encryption and JavaScript. Please note that cookies as well as JavaScript must be enabled on your computer.

You are solely responsible for the maintenance, installation and operation of your computer and for the software used in accessing Internet Banking. The 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 the Bank be responsible for any computer virus that affects your computer or the software while using Internet Banking.

Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our customers' account information. We use several techniques to help secure our Internet Banking service, including the following:

- You can only access The Trust Bank with certain browsers that have a high security standard.
- Your account numbers are never displayed in full—only the last 4 digits can be viewed.
- If no action is taken for 10 minutes, you will be automatically logged off the Bill Pay Service.
- A Security Key, previously chosen by each user, is displayed on each page of the website to verify its authenticity.
- In accordance with Federal Regulations, multi-factor authentication is in place.

Requirements

To access Cavion Internet Banking, you must have Windows and at least one of the most recent versions of these Internet Browsers: Internet Explorer, Netscape Navigator, or Netscape Communicator. You must also have at least 128 bit data encryption.

In addition to compatible software, you:

1. Must have an Internet Banking User ID and password
2. Will be required to identify a random security code and
3. Must maintain one or more of the following eligible accounts at the Bank:

- ✓ Regular Checking
- ✓ Single/Club Account Checking
- ✓ Now/Super Now Account Checking
- ✓ Teacher Account Checking
- ✓ Sanderson Farm Account Checking
- ✓ Senior Account Checking
- ✓ Business Account Checking

Password

Your initial password is issued via the Internet Banking terms and will give you access to your The Trust Bank accounts. The Trust Bank is instructed to act on any instructions it receives using your login information. For security purposes, it is recommended that you memorize your login information and do not write it down. We also recommend that you change your password regularly to try and avoid transactions being initiated through malicious use of your password and other login information

Daily Processing Deadlines

Account information displayed through Internet Banking is the current information as of the previous business day. Funds transfers between account(s) initiated on your computer using Internet Banking, and received by Bank by 2:00 P.M. EST Monday-Friday will be effective on the current business day. Funds transfers initiated on your computer and received after 2:00 P.M. EST Monday-Friday or all day Saturday, Sunday and banking holidays will be effective the following business day.

Transfers are limited to a minimum of \$1.00 and a maximum of \$99,999.99 per transaction.

Withdrawal Transaction Limitations

The restrictions on the number of withdrawals from your savings apply to funds transfers between Accounts.

Fees

The following fees will be applicable to Internet Banking:

- Viewing account information - no charge
- Transfers of funds between Accounts - will be subject to any fees applicable to withdrawals from your Account as stated in your Account's disclosure or the Bank's fee schedule, as amended from time to time; and
- All other services - fees for any other service made available or requested by you via this Site, will be as stated in the Bank's fee schedule, as amended from time to time.

Electronic Fund Transfer Act Disclosure

Some of the terms set forth below are governed by the Electronic Fund 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 PIN over this Site are subject to

the EFT Act and this disclosure.

- **Reporting Unauthorized Transactions**

You must notify the Bank IMMEDIATELY if your PIN 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 a customer service representative at 229-546-4215 or write the Bank at:

The Trust Bank
P. O. 8
Lenox, GA 31637
Attn: Debbie Rhodes

Failure to notify the 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 PIN is used without your permission.

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

- **Periodic Statements**

The Bank will mail or electronically deliver to you periodic statements for your Account(s) as disclosed in your deposit or credit agreements. The 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 the Bank of any discrepancies.

- **Bank Business Days**

The 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 the Bank's control. The Bank does not warrant that Internet Banking will be available at all times.

- **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 a customer service representative at 229-546-4215 or write the Bank at:

The Trust Bank
P. O. Box 8
Lenox, GA 31637
Attention: Debbie Rhodes

We must hear from you within sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. If you fail to notify the 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 and security code. We will then ask you a series of questions to verify your identity;
- 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 forty-five (45) days (ninety (90) days if the transfer involved a new account, a point of sale transaction or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, 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 and if applicable, we will debit your account for the proper amount of the provisional funds originally provided to you. You may ask for copies of the documents we used in our investigation.

Account Information

The 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 the Bank's Privacy Policy posted on the Site for more information on the Bank's use of its customer's personal and account information provided to or held by the Bank.

Links to Other Internet Sites

From time to time the Bank may place links to third party web sites on this Site. The Bank has no control over any other site and is not responsible for the content on any site other than this Site (www.thetrustbank.net). 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 Bank may, in accordance with federal law, adopt or accept commercially reasonable electronic signatures and/or authentication procedures to verify customer identity, authenticate customer signature authorization, and confirm that information electronically received by the 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 the Bank to the other party. Neither the 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 the Bank's service you consent to such recording.

Proprietary Information

The information and materials contained in this Site are owned by the Bank or by others, as applicable. No material may be copied, displayed, transmitted, distributed, framed, sold, stored for use, downloaded, or otherwise reproduced except as permitted by law. All contents of this Site are: The Trust Bank © 2006. All rights reserved. This Site contains copyrighted material, trademarks, service marks, logos, trade dress and other proprietary content, including but not limited to text, software, sound, photographs, buttons, images, video and graphics, the entire selection, coordination, arrangement and "look and feel" of this Site is copyrighted as a collective work under United States copyright laws. Neither these Terms nor your use of this Site transfers any right, title or interest in the Site or content on this Site to you, and the Bank and its third party licensors retain all of its and their respective rights, title and interest to the Site and its content.

No Warranties

Neither the Bank nor any of its affiliates makes any warranty of any kind regarding the products and services advertised on or accessed through the site or any linked site. The Bank will use reasonable efforts to ensure that all information displayed is accurate; however, the Bank expressly disclaims any representation and warranty, express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose, suitability, and the ability to use the site without contracting a computer virus. The Bank is not responsible for any loss, damage, expense, or penalty (either in tort, contract, or otherwise), including direct, indirect, consequential, punitive and incidental damages, lost profits or damages that result from inconvenience, delay or loss of use, that result from the access to or use of this site. This limitation includes, but is not limited to, the omission of information, the failure of equipment, the delay or inability to print information, the transmission of any computer virus, or the transmission of any other malicious or disabling code or procedure. This limitation applies even if the Bank or any of its affiliates has been informed of the possibility of such loss or damage. You agree that, except as expressly stated herein, there is no warranty of merchantability, no warranty of fitness for a particular purpose, and no warranty of any kind, express or implied, regarding any aspect of the Internet Banking.

Limited Liability

By accessing the Internet Banking through the World Wide Web, you agree that neither The Trust Bank, nor any of its affiliates shall be; liable for any indirect, incidental, consequential, special, or punitive costs, expenses or damages (including lost savings or profits, lost data, business interruption or attorney's fees) arising out of or related to these terms of your use of this site. The maximum aggregate liability of the Bank for all claims arising out of or relating to this agreement, regardless of the form or cause of action, shall be \$100.00 (One Hundred Dollars).

Severability

If any provisions of these Terms are found to be invalid or unenforceable under applicable law, said provisions shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of these Terms.

Amendment

These Terms may be amended by the Bank from time to time by posting the new Terms of Use on the Site. Please review these Terms periodically for any updates and changes. You agree to be subject to these Terms as changed from time to time. To the extent required by law, revised information will be made available at any Bank office and, in many cases, will be mailed or sent via electronic mail to you. You will be required to abide by these changes in future transactions.

Jury Trial Waiver and Arbitration

You hereby knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or arising out of these Terms or relating to the account as permitted under applicable law.

You agree that any dispute arising out of or relating in any way to your use of this Site or Internet Banking requires that such claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate Bank's intellectual property rights, The Trust Bank may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in the city of Lenox, Georgia, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

Because the use of this site requires the arbitration of any claims or disputes existing between the parties, neither part will have the right to pursue that claim in court or before a judge or jury or to participate in a class action or any other collective or representative proceeding. The arbitrator's decision will be final and binding. Other rights that either party would have if such party went to court, including without limitation the right to conduct discovery or to appeal, may be limited or unavailable in arbitration.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the courts of the State of Georgia or to any Federal Court located within the State of Georgia for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed. In such event, the parties to these Terms agree that exclusive jurisdiction and venue for any claims will be in state court in Cook County, Georgia or federal courts in Georgia, and each party hereby waives any defense related to personal jurisdiction, process or venue.

Indemnity

You agree to indemnify, defend and hold The Trust Bank, its affiliates, shareholders, directors, officers, co-branders, subsidiaries, parents, employees and agents, harmless from any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of, or in any way related to your use of or access to this Site, your use of Internet Banking, including any use by your employees, your violation of these Terms or your violation of any rights of a third party.

Bank Waiver

The Bank may waive any term or provision of these Terms at any time or from time to time, but any such waiver shall not constitute a waiver of the term or provision in the future.

Assignment

The Bank may assign the rights and delegate the duties under these Terms to any present or future, directly or indirectly, affiliated company or to any third parties.

Termination

Either party may terminate these Terms by giving sufficient notice to the other party. Any transaction you have initiated prior to receipt of notice of termination by the Bank will continue to be made until the Bank has had a reasonable opportunity to act upon the notice of termination. If the Bank terminates your access to Internet Banking, the Bank reserves the right to immediately stop making transfers from your Account(s), including those you previously authorized.

Applicable Law

These Terms are subject to the provisions of all applicable operating circulars of the Federal Reserve System and any other applicable provisions of Federal law. The use of this Site is governed by and interpreted in accordance with the laws of the state of Georgia, except as provided these Terms. These Terms shall be binding upon the benefit of the parties hereto and their respective legal representatives, successors and assigns.



Bill Pay Agreement **Terms and Conditions**

The first time you access your account through bill pay, you agree to be bound by the terms and conditions of this Bill Pay Agreement (“Agreement”) and acknowledge its receipt and your understanding of its terms.

Introduction

This Agreement explains the terms and conditions for accessing accounts and conducting transactions at The

Trust Bank (“Institution”, “we”, “us”, and “our”) via our Bill Pay site(s) (“Bill Pay”). As used in this Agreement, the terms “you” and “your” refers to each person signing a Bill Pay Application. ***In this agreement, the "Cut-off Time" does not refer to the bank's normal close of day cut-off time of 2:00 pm., rather the "Cut-off Time" of the bill pay vendor that processes the bill payment transactions. Their cut-off time is 5:00 pm. daily Monday thru Thursday and 5:00p.m Sunday.***

Benefits of Bill Pay

- Pay bills to any merchant, financial institution or an individual with a U. S. address.
- Save money by not writing or having to buy as many checks
- Save time by setting up recurring monthly bills to pay automatically
- Cut down on trips to the bank by performing account to account transfers at home

Institution may, from time to time, introduce new Bill Pay Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

Security & Protecting Your Account

We are strongly committed to protecting the security and confidentiality of our customers account information. We use several techniques to help secure our Internet Banking service, including the following:

- You can only access The Trust Bank with certain browsers that have a high security standard.
- Your account numbers are never displayed in full-only the last 4 digits can be viewed.
- If no action is taken for 10 minutes, you will be automatically logged off the Bill Pay Service.
- A Security Key, previously chosen by each user, is displayed on each page of the website to verify its authenticity.
- In accordance with Federal Regulations, multi-factor authentication is in place.

Requirements

To access Cavion Internet Banking/Bill Pay, you must have Windows and at least one of the most recent versions of these Internet Browsers: Internet Explorer, Netscape Navigator, or Netscape Communicator. You must also have at least 128 bit data encryption.

In addition to compatible software, you:

4. Must have an Internet Banking User ID and password
5. Will be required to identify a random security code and
6. Must maintain one or more of the following eligible accounts at the Bank:

- ✓ Regular Checking
- ✓ Single/Club Account Checking
- ✓ Now/Super Now Account Checking
- ✓ Teacher Account Checking
- ✓ Sanderson Farm Account Checking
- ✓ Senior Account Checking
- ✓ Business Account Checking

Password

Your initial password is issued via the Internet Banking terms and will give you access to your The Trust Bank accounts via Cavion Internet Banking and/or Bill Pay service. The Trust Bank is instructed to act on any instructions it receives using your login information. For security purposes, it is recommended that you memorize your login information and do not write it down. We also recommend that you change your

password regularly to try and avoid transactions being initiated through malicious use of your password and other login information.

Accessibility/Expectations of Service

You can usually Cavion Internet Banking and/or Bill Pay service seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of the Cavion Internet Banking Services may not be available due to system maintenance or reasons beyond the bank’s control. The Trust Bank does not warrant that the Bill Pay Service will be available at all times. When unavailable, you may use an ATM to conduct “Intra-bank” account transfers as applicable per customer or during normal bank business hours you may contact a customer service representative at any of our locations to conduct an “Intra-bank” account transfer on your behalf, provided you can provide accurate proof of identity to the bank’s customer service representative.

Any Bill Pay transactions initiated prior to the 5:00 p.m. bill pay cut-off time on a business day of Monday - Thursday are posted to your account the following day. All transfers completed after the 5:00 p.m. bill pay cut-off time Monday - Thursday will be posted to your account after the 2nd business day. Bill Pay transactions initiated from 5:00 p.m. Friday - 5:00 p.m. Sunday will be posted to your account on the 2nd following business day.

Restrictions

You may not appropriate any information or material that violates copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Bill Pay service. You may not gain, or attempt to gain, access to any Bill Pay service, network or data not specifically permitted to you by The Trust Bank or its suppliers. You must not include any obscene, libelous, scandalous or defamatory content in any communications with The Trust Bank or its suppliers.

Accessing the Service

When you complete your Internet Banking and/or Bill Pay Application Form, you will be assigned a User Id and temporary password by The Trust Bank. After logging in with your login and password, you will be prompted to: 1) perform a Security Update; 2) identify a “Random Security Code” as it appears on your screen; and 3) identify a “Security Key”. This Security Key shall be displayed on each page or our website to verify its authenticity to the user. If at anytime you attempt to access your account information from a different computer than you normally use, you will be asked to answer the questions you provided answers to during the Security Update. You must answer them exactly as it was entered during the Security Update.

Fees

There are no monthly subscription fees for the Bill Pay Service. Per item fees may apply. Refer to your account disclosure for more information.

