

Terms and Conditions for Online Banking & Bill Pay

Crescent Bank – Jasper, Ga.

Introduction:

Please read these Terms and Conditions carefully. By accessing this site and any pages thereof, you agree to be bound by the Terms and Conditions below. If you do not agree to the Terms and Conditions below, do not access this site, or any pages thereof. This agreement between you and Crescent Bank governs the use of online services which permit bank customers to perform various banking functions on accounts linked to the bank through the use of a personal computer. To use online banking services, you must have a least one eligible account with the bank, and Internet access device with service through and Internet service provider, a valid e-mail address, User ID and a password established with the bank.

Definitions:

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority with respect to the account;
2. "Bill Payment" is the online service that enable the scheduling of bill payments using a personal computer;
3. "ISP" refers to your Internet Service Provider;
4. "Online Banking" is the internet-based service providing access to your Bank account(s);
5. "Online Account" means the Bank account from which you will be conducting transactions using a service;
6. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the service;
7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access you Online Account;
8. "Time of Day" references to Eastern Standard Time;
9. "User ID" is the social security number of the primary account holder, however, after the initial connection is established, you will be required to change the User ID to something other than your social security number;
10. "We", "us" or "Bank" refers to Crescent Bank which offers the services and which holds the accounts accessed by the services; and
11. "You", or "Your" refers to the owner of the account or the authorized representative.

NO WARRANTY

THIS ONLINE SERVICE, AND THE INFORMATION AND MATERIALS CONTAINED ON THE WEBSITE, INCLUDING TEXT, GRAPHICS, LINKS AND OTHER ITEMS, ARE PROVIDED ON AN "AS IS", "WHERE IS" AND "AS AVAILABLE" BASIS. CRESCENT BANK DOES NOT WARRANT THE ACCURACY, ADEQUACY, CONTENT, OR COMPLETENESS OF SUCH INFORMATION AND MATERIALS, AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS AND OMISSIONS IN SUCH INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTS OF TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUSES, IS GIVEN INCONJUNCTION WITH THE WEBSITE AND THE INFORMATION AND MATERIALS CONTAINED THEREIN.

Indemnification:

You understand and agree that Crescent Bank shall not be responsible or liable in any way for any loss or damages, whether direct, indirect, special, consequential, and economic or otherwise, that may arise out of or result from your use of this online service. You agree to indemnify and save and hold harmless Crescent Bank and its directors, officers, agents, and employees from and against any and all claims and expenses, including attorneys' fees that may arise out of or result from your use of this online service.

Independent Provider Links:

THIS SITE MAY CONTAIN LINKS TO WEB SITES CONTROLLED OR OFFERED BY THIRD PARTIES (NON-AFFILIATES OF CRESCENT BANK). CRESCENT BANK HEREBY DISCLAIMS LIABILITY FOR ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY THIRD PARTY WEB SITES LINKED TO THIS SITE. BY CREATING A LINK TO A THIRD PARTY WEB SITE, CRESCENT BANK DOES NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT THAT WEB SITE, NOR IS CRESCENT BANK LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICE OFFERED OR ADVERTISED AT THOSE SITES. SUCH A THIRD PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF CRESCENT BANK AND THE THIRD PARTY WEB SITE MAY PROVIDE LESS SECURITY THAN THE CRESCENT BANK SITE.

Eligible Accounts:

Checking accounts
Savings accounts
Certificate of Deposits
IRA's
Personal Loans
Mortgage Loans
Commercial Loans

Access to Eligible Accounts:

Access to eligible accounts is governed by the signature card. Any exception to the access relationships listed below must be covered under a separate and special authorization. You may have access to all accounts (under your social security number) to which you have one of the following direct relationships (ownership):

Sole owner
Joint owner
Doing business as (DBA)
Borrower
Custodian
Uniform Transfer to Minors Act (UTMA)
Power of Attorney (POA)
Trustee (TRU)
Borrower
Co-Borrower
Limited Liability Corporations (LLC) if solely owned

You may **not** have access to the following types of relationships to the account using your social security number:

Corporation (INC)
Partnership
Limited Liability Corporation (LLC)
Limited Partnership (LP)
Authorized Signer

Limitation of Bank's Liability:

When you give someone your User ID and Password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us in writing that the person is no longer authorized, then only transactions that person performs after our receipt of such written notice are considered unauthorized.

Electronic Mail (e-mail)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment.

Note: E-mail transmissions outside of the Online banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, passwords, account information, or other customer sensitive information that would compromise your safety and security. If you wish to contact us electronically, use the "Contact Us" feature provided at www.crescentbank.com. Using this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer, error resolution, or regarding other concerns of a confidential nature.

If you are a Crescent Bank customer, your e-mail address will be collected and stored. Your e-mail address will not be sold, nor will it be shared with others outside the Bank unless we are compelled to do so by law. Your e-mail address will only be used to communicate with you to provide you with information to make your communication with Crescent Bank easier or to notify you of enhanced bank services. We will never use e-mail to ask you to verify your User ID and or Password associated with your account information online. No legitimate financial institution would ask its customers to do so, and if you receive such a request, please notify us immediately so that we might take appropriate action.

Privacy:

The bank considers the protection of all your financial information to be our highest priority. The information you provide to us and the information we obtain through the normal course of business is protected by maintaining a secure environment meeting or exceeding all security standards as set forth by the Federal Financial Institutions Examination Council. Our goal is to make the information available to you through an authorization process that clearly and positively identifies you to the bank. Conversely, our policies and procedures will prevent access to anyone who might attempt to impersonate you or gain access to your accounts fraudulently. We will never ask you to verify your account information online. Any such request should be considered a fraudulent attempt and needs to be reported to the Bank immediately.

Security:

Online transactions and informational sessions are protected with the highest level of security standards available for online communication. Secure Socket Layer (SSL) encryption is a safeguard process which protects against banking session intruders. We use state of the art Internet technology, supported by contracted outside companies, to make online banking secure and to protect your personal information. Unauthorized use of Crescent Bank's web site and systems including but not limited to unauthorized entry into Crescent Bank's systems, misuse of password, or misuse of any information posted on a site is strictly prohibited.

Information Collection:

Some areas of our web site require information to enable you to perform certain functions (for example, to review your accounts). In these cases, we collect your information if necessary in order to interact with you. If you do not interact with us, and browse our web site anonymously, personal information (such as your e-mail address) is not collected.

We gather and analyze data regarding usage of our web site, including domain name, number of hits, pages visited, length of use session, etc., to evaluate the usefulness of our site.

In visiting our site, you will find interactive calculators to assist you with future financial planning and take the "guess-work" out of knowing what a monthly payment could be. The information you input is strictly for your personal pre-planning benefit and Crescent Bank does not guarantee accuracy or credit qualification approval. We do **not** capture the personal information you provide using these calculators.

Cookies

To provide better service and a more effective web site, we may elect to use "cookies" as part of our interaction with your browser. A "cookie" is a small text file placed in your hard drive by our web page server. These cookies do not collect personally identifiable information, and we do not combine information collected through cookies with other personal information to determine who you are or your e-mail address. Cookies are commonly used on web sites and do not harm your system. The use of cookies within online banking is necessary for security and is required to access the system. Our use of cookies is for user authentication only.

Online Banking for Consumers – Crescent Online Banking

You may use Crescent Online Banking to:

- Transfer funds between your linked checking, savings, & money market; and for loan payments
 - You may not make transfers from loans, certificates of deposit and IRA accounts. Transfer from money market accounts are limited by Federal regulations to no more than six (6) transactions per statement cycle, three (3) of which may be to third parties; each transfer or payment through online banking counts as one of the six (6) transactions.
- View current balance information on all your accounts including retirement accounts (IRA);
- Review account history for the preceding 60 days;
- Use secure online mail messages to perform such activities as re-order checks or deposit forms, request stop payments, request wire transfers, or ask questions regarding your accounts.

Bill Pay Service

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a primary checking account. Through the Bill Payment service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Account for the Bill Payment service. Any payments you wish to make through this service must be payable in US dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the service from time to time. You should not use the Bill Payment service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Scheduling of Payments:

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date, you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday or holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals. When you create a new payee in the Bill Payment service, it takes two (2) business days to set up the payee to receive payments. You should schedule a payment to a new payee at least (10) business days before any payment due date, to allow us time to set up the payee and verify information about your account with the payee.

For all subsequent payments, you agree to allow at least four (4) to ten (10) business days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment service will send a check that may take up to ten (10) business days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. If you schedule your payment and follow all instructions provided, but the payment is not received by the payee in a timely manner, the Bank will work with the payee on your behalf to reverse any late fee charges.

No Duty to Monitor Payments:

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

- Insufficient funds in your Bill Payment Account to make the payment on the processing date;
- Delays in mail delivery;
- Changes to the payee's address or account number unless we've been advised of the change in advance;
- The failure of any payee to correctly account for or credit the payment in a timely manner, or
- Any other circumstances beyond the control of the Bank.

If the session during which you schedule a payment or transfer ends by 2:00pm, the Bank will be considered to have received it on that day. Otherwise, it will be considered received on the following business day. For all entries made using the services, the time recorded by the Online Banking service will be considered the official time of the transaction.

If your Bill Payment account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment service will automatically block future Bill Payment service until the account has sufficient funds to make the payment. The Bank will attempt to notify you by e-mail or US Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting the Bank at 678-454-2266, x-257 or x-264 to either make alternate arrangements for the payment or reschedule the payment through the service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

Cancel or Change Payment Instructions:

Payments must be changed or canceled using the service prior to 10:00am on the business day the transaction is scheduled to be initiated. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order.

No signature required:

When any payment or other online service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.

Multiple Person Bill Payment Accounts:

If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Payment service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the service for any other person enrolled in that Bill Payment account. However, any enrolled person may terminate the Bill Payment service that will terminate the service for all enrolled persons on that Bill Payment account.

Electronic Fund Transfer Provisions for Consumers

The provisions in this section cover only those electronic fund transfers (EFT) that effect a consumer's checking, savings or other asset account and are subject to Regulation E.

Your liability for an unauthorized EFT transaction is as follows:

1. If you notify us within two (2) business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
2. If you fail to notify us within two (2) business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of
 - a. \$50 or the amount of unauthorized EFTs that occur within the two (2) business day, whichever is less; plus

- b. The amount of unauthorized EFTs that occur after the close of two (2) business days and before the notice to us, provided we establish that these EFTs would not have occurred had you notified us within the two-day period.
3. You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amount described in the immediately preceding sections above.
4. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time period to a reasonable period.
5. You may notify us in person, by telephone, by e-mail during a secure session using the appropriate form, or in writing. Contact information is:
 - a. Crescent Bank – PO Box 668, Jasper, Ga. 30143, Phone: 678-454-2250, Fax 678-454-2297, e-mail: MOdum@crescentbank.com
6. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (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 credit your account within 10 business days (or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

General Provisions:

You agree that we may provide you with all disclosures, notices, amendments to agreements and other communications regarding online banking in electronic form.

You may request a paper copy of any of the electronic documents listed above by contacting us at customerservice@crescentbank.com. (Remember, it is only secure if you initiate the e-mail from the "Contact Us" area of our website.)

In order to access and retain records in connection with online banking, your system must meet the following requirements:

- IBM or Macintosh compatible computer
- Internet access
- Microsoft Internet Explorer 5.5 or higher or Netscape 6.2 or higher
- A valid e-mail address

A printer must be attached to print the disclosures, notices, amendments to agreement, or other communications, or you must have sufficient disk space to save the documents in electronic format.

Fees:

You will not be charged any fees for Crescent Online Banking. If these fees change you will be notified in advance and allowed to terminate your enrollment in these services. All other normal activity-based or account-balance fees that you currently pay will still apply. A monthly fee of \$5.95 may be imposed for online bill pay accounts with NO ACTIVITY for a period of 90 days.