

## Terms and Conditions

### 1. General Information

- a. **Authorization.** You are responsible for all transactions you or your authorized representative made using the Service. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service (including the transfer of funds from another deposit account or demand deposit loan account that provides checking plus or overdraft protection, if you have one of those services in effect.) You agree that we may comply with transfer instructions entered by any one person using authorized access identification ("Access ID") and customer password ("Password"), notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.
  
- b. **Access; Security.** Peoples Exchange Bank is strongly committed to protecting the security and confidentiality of our customer account information. Peoples Exchange Bank uses several techniques to help secure our Service, including the following:  
You must have a valid Access ID and Password to logon.  
Always be sure that your browser displays the green locked signal at the top to confirm that you are on our secure site.  
If you permit another person to use the Service or give them your Access ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your Service registration even if that person exceeds your authorization.  
**Business Days/Hours of Operation.** Our business hours are 9 a.m. to 4 p.m. Central Standard Time (CST), Monday through Thursday and 9am – 6pm on Friday except bank holidays. Although payments and transfers can be completed only on business days, the Service is available 24 hours a day, seven days a week. At certain times, some or all of the Internet Banking or Online Financial Services may not be available due to system maintenance or reasons beyond Peoples Exchange Bank's control. Peoples Exchange Bank does not warrant that Internet Banking or Online Financial Services will be available at all times. When unavailable, you may use an automated teller machine ("ATM").  
An Online Financial Service transaction initiated prior to 2:00 p.m. CST on a banking day is posted to your account the same day. All transfers, payments or advances completed after 2:00 p.m. CST, or on a non-banking day, will be posted the following banking day.
  
- c. **Requirements.** To access Online Financial Services, you must maintain an updated browser or any compatible web browser and 128 bit data encryption. In addition to compatible software, you must have an Access ID and Password. You are solely responsible for the equipment you utilize to access the Services, such as your personal computer, phone, or subsequent software (i.e. operating software, Internet Browser, etc). We are not responsible for errors or delays or your inability to access the Service caused by your equipment or software. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible, under any circumstances for any damage to your

equipment or the data resident thereon. We recommend that you maintain proper anti-virus and malware software as well as a firewall for data protection. We will not be responsible for any data that you import into a program outside of Peoples Exchange Bank's Online Banking site (i.e. Quicken, QuickBooks, Mint, etc).

- d. Eligible Accounts. Any account that purports to require two or more signatures on any item drawn against the account is not eligible for Online Financial Services. If an account is established and added to the Online Banking Financial Services, you acknowledge that such provision is solely for your personal or internal control purposes. The provision(s) shall not be binding on us, unless we have entered into a separate agreement (other than the signature card or depository authority documentation).
- e. Password. Your password will give you access to your Peoples Exchange Bank accounts via Internet Banking. Peoples Exchange Bank is entitled to act on any instructions it receives using your password. For security purposes, it is recommended that you memorize your password and not write it down. We also recommend that you change your password regularly to try and avoid misappropriation by a third party. Your password can be changed at our Internet Banking site. Your password must be a minimum of eight (8) characters and a maximum of sixteen (16) characters and contain at least one alpha and one numeric and one special character. The letters are case sensitive. You will be required to change your password every six months but are encouraged to change it more often to enhance security. Inputting an incorrect password three times will lock you out of the system for five minutes. An additional three incorrect password attempts will disable you completely and require us to reset your password. The "Forgot Your Password" option will assign you a random password but must be used before the six incorrect password attempts are input. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Internet Banking and the Online Financial Services. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your password will be charged against your account(s).
- f. Inactivity. If you do not access your Online Financial Services within a 90-day period, your status becomes inactive and you will need to re-enroll in the service.
- g. Fees and Charges. Peoples Exchange Bank does not charge a fee to enroll or access your account through the Service. Standard text and data rates from your mobile service provider may still apply for some features within the Service, such as text message alerts. To understand fees that may affect your account, refer to the applicable disclosures provided to you when you opened your account. If you close all Peoples Exchange Bank accounts, you must notify Peoples Exchange Bank and cease all use of the Online Financial Services. After cancellation, Peoples Exchange Bank may reinstate some or all of the Online Financial Services, at its discretion, if you deposit sufficient funds in your account(s) to

cover any accrued fees and pending transfers or debits. You are solely responsible for any telephone or internet service provider charges incurred when using the Online Financial Services.

- h. Electronic Mail (E-Mail). Sending E-mail is an acceptable way to communicate with Peoples Exchange Bank regarding your accounts or the Online Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Peoples Exchange Bank. You cannot use e-mail to initiate Online Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Internet Banking site. Peoples Exchange Bank will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

## **2. Online Financial Funds Transfer Service Particulars.**

- a. Types of Transfers; Posting. You can transfer funds between two Peoples Exchange Bank accounts using the Service.
- b. Limits on Transactions. There is a maximum dollar limit on any transfer equal to the available balance in your account.
- c. Availability. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.
- d. Restrictions on Transfers from Savings and Money Market Accounts. Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings or money market account; however, you may make no more than six (6) transfers or withdrawals out of such an account per calendar month or per statement cycle of four weeks (not counting transactions made at ATMs or at bank offices). Transfers made by telephone, personal computer or funds automatically transferred from a savings or money market account to another deposit account for overdraft protection are counted toward the six (6) total permitted monthly transfers or withdrawals. If you exceed the restrictions during a six-month period or three consecutive months and do not respond our violation notification letters, we will close the savings or money market account and transfer the funds to a checking account
- e. Our Liability for Failure to Complete Transactions: If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for some of your losses or damages. However, there are some exceptions.  
We will not be liable for instance:  
Insufficient Funds to Complete Transfer. If your account does not have sufficient funds to complete a scheduled transfer as of the date the transfer is arranged to be

- made, the transfer will not be made and you will be responsible for making the transfer otherwise or rescheduling the transfer when the funds are available.  
The money in your account is subject to legal process or other encumbrances restricting transfer  
The system is not working properly when you started the transfer  
Circumstances beyond our control (such as fire or act of nature or system failure) prevent the transfer, despite reasonable precautions we have taken.
- f. **Recurring Transfers.** Recurring transfers are those made for the same amount and are made on a weekly, bi-monthly, monthly basis, etc. Once started, recurring transfers will be made automatically until you tell us to stop or cancel the transfer on-line and we have a reasonable opportunity to act.
- g. **Correcting or Canceling Your Transfer.** You may cancel a future (scheduled) transfer up to 2 p.m. CST on the business date before the day your transfer is scheduled to be made
- h. **Documentation and Verification of Transfers.** The date and amount of transfers made through the Service will be shown on the account screen of the Site and will also be shown on your statements for the accounts from which and to which the transfer is made.
- i. **Address and Telephone Number for Notification of Unauthorized Use.** If you believe your Access ID or Password has become known by an unauthorized person, or that someone has transferred money without your permission, call Peoples Exchange Bank immediately at: (251)575-4555  
Or write to us at: PO Box 865, Monroeville, AL 36461  
If you suspect that an unauthorized transfer may have occurred, we may require you to sign an affidavit. Also contact us with any other questions or problems that you may have regarding the Service, including:  
You have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error.  
You need to obtain documentation concerning a transfer previously issued from your account.
- j. **Disclosure of Account Information.** We may disclose information to third parties about your account or the payments or transfers you make:  
When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;  
In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant; or  
If you give us your written permission; or  
As otherwise permitted or required in the Bank's Deposit Agreement and Disclosures or other applicable agreements, or by law or government regulations.

### **3. Proprietary Information.**

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