

## **Midtown Bank & Trust Company Online Banking Terms and Conditions**

The Midtown Bank & Trust Company Online Banking Service is available to all of our customers at no monthly charge. The Online Banking Service allows customers to view account information and make internal transfers. The Bill Payment feature is an optional service for checking accounts. You may add the Bill Payment feature, if approved by the bank, at any time by calling (404)969-4400.

### **I. Introduction**

This Agreement is a contract between you and Midtown Bank & Trust Company that outlines and governs the Terms and Conditions for accessing your personal and commercial accounts via Midtown Bank & Trust Company's Online Banking Services. This agreement explains the terms and conditions which govern the following online banking services:

- Account and Balance Inquiries
- Account Transfers
- Automatic Bill Payment
- Secure E-mail to Bank
- Stop Payments
- Transaction Downloads

By using the Online Banking Services provided by Midtown Bank & Trust Company, you agree to abide by the terms and conditions of this agreement. All applicable federal laws and regulations will govern this agreement. In the event that no federal law applies, laws and regulations effective in the State of Georgia will govern the agreement.

Some of the terms set forth in this agreement 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.

Please read this Agreement carefully and print a copy for your records. A copy of the agreement will be sent with your welcome package, once we have received your application.

The term "business day" refers to Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

### **II. Accessing Your Accounts**

In order to activate your Online Banking Service, you must have at least one checking, savings, certificate of deposit, or loan with Midtown Bank & Trust Company.

Midtown Bank & Trust Company is entitled to act on instructions received through Online Banking under your password and without inquiring into the identity of the person using that password. You should not, under any circumstances disclose your password by telephone or to anyone claiming to represent Midtown Bank & Trust Company. Bank employees do not need and should not ask for your password.

As a customer of Midtown Bank & Trust Company, you may access your accounts by selecting and using an online password (PIN) and by paying any required fees as described in this Agreement. You should keep your PIN in a secure location. Any person having access to your Midtown Bank & Trust Company Online Banking PIN will be able to access the Online Banking Service and perform all transactions, including reviewing account information and making transfers to other accounts which have mutual ownership. You are liable for all transactions made or authorized using your password.

If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account(s) even if you attempt to limit that person's authority.

The first time you log on to the Online Banking Service, you will be required to change the initial access ID and password to meet the below requirements:

- The Access ID you select may be any combination of alpha/numeric characters, with a minimum of eight (8) characters and a maximum of sixteen (16) characters.
- The Password criteria is as follows:
  - Minimum Password Length 8
  - Maximum Password Length 16
  - Number of Numeric Characters Required 1
  - Number of Alpha Characters Required 1
- Passwords are case sensitive (must be entered exactly as input with upper and/or lower case characters).
- Passwords can be changed at any time by the account holders through the Midtown Bank & Trust Online Banking Service.
- Passwords expire every six (6) months.

If you suspect that an unauthorized person has access to your password or believe your password has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred funds without your permission, you must notify Midtown Bank & Trust Company immediately.

- Call Midtown Bank & Trust Company at 404-969-4400 and tell a representative about your security concern.

Midtown Bank & Trust Company representatives are available Monday through Friday, 9:00 a.m. until 4:00 p.m. excluding Federal Bank Holidays.

New services will be added to this list as they become available.

You may use your personal computer, Access ID, and Password to:

- View account balances and transaction history
- Transfer funds from Midtown Bank & Trust Company checking and savings accounts:
  - Into other Midtown Bank & Trust Company checking and savings accounts which belong to you
  - To pay Midtown Bank & Trust Company loan account(s) that belong to you
- Establish automatic transfers from one of your accounts to another (from checking to savings, checking to loans, savings to checking, or savings to loans)
- Pay bills to any merchant, institution or individual with a U.S. mailing address
- Communicate directly with Midtown Bank & Trust Company via e-mail. Please do not send confidential information via e-mail as it is not secure.

Other services may be added to Midtown Bank & Trust Company's Online Banking Service and will be communicated to our customers as the additions are made.

### **III. Terms and Conditions**

The first time you access any of your accounts through Midtown Bank & Trust Company's Online Banking Service, you confirm your agreement to abide by all the terms and conditions of this Online Agreement and acknowledge your receipt and understanding of this disclosure.

#### *Fees and Charges*

Midtown Bank & Trust Company reserves the right to cancel your online service at any time without notice due to insufficient funds in one or more of your accounts. After cancellation, service may be reinstated at the discretion of the bank provided that funds are available to cover the cost of any fees and /or pending transfers. To reinstate your service, contact Midtown Bank & Trust Company.

If you do not access your accounts via Midtown Bank & Trust Company's Online Banking Service for any consecutive three (3) month period, Midtown Bank & Trust Company reserves the right to disconnect your service. (See paragraph above for reinstatement of service information.)

If you do not schedule or process a payment with your Midtown Bank & Trust Company's Bill Payment system within a three (3) month period, Midtown Bank & Trust Company reserves the right to discontinue your Bill Payment Service.

You agree to be responsible for any local or long distance telephone charges or Internet Service Provider (ISP) charges that you incur by accessing your accounts via Midtown Bank & Trust Company's Online Banking Service.

If you wish to cancel any of your Midtown Bank & Trust Company's Online Banking Services, please contact Midtown Bank & Trust Company at (404)969-4400 or send us cancellation instructions in writing to Midtown Bank & Trust Company, 712 West Peachtree Street, Atlanta Georgia 30308.

#### Hours of Accessibility

You may access Midtown Bank & Trust Company's Online Banking Service 24 hours per day, seven days per week. Necessary system maintenance will be scheduled for hours during which system traffic is normally at a minimum. If the system is unavailable due to an unanticipated problem, you may use our ATM machine, or our branch office (during regular business hours) to conduct your transactions.

#### Additional Terms

- Balance Information - You may access any eligible Midtown Bank & Trust Company Account on which you are an owner or signer to receive transaction history and balance information. The balance and account history will show the current balance of the account, including any transactions conducted prior to the inquiry. In progress returns due to non-sufficient funds or stop payments may not be reflected in the inquiry.
- Account Information - Account balances and activity is current information. Funds transferred between related accounts that are initiated on your computer using Online Banking and received by the bank before 4:00 p.m. EST Monday through Friday will be effective on the current business day. Transfers processed on your computer using Online Banking and received after 4:00 p.m. EST Monday through Friday or all day Saturday, Sunday and banking holidays will be effective the following business day.
- Transaction Sessions - Each customer's online banking session will be limited to 30 minutes. You will be automatically disconnected from this service after 15 minutes of inactivity.

#### **IV. Bill Payment**

Through Midtown Bank & Trust Company's Online Banking Service you may subscribe to our optional Online Bill Payment Service. The Bill Payment Service allows you to schedule payments through your online banking system for current, future and recurring bills from your checking, savings or money market account. You must designate a specific checking or savings account (excluding money market accounts) as your bill payment account.

#### Restrictions

We will not permit you to use a money market checking or money market savings account as your Bill Payment Account, because Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from money market deposit accounts. Under these regulations, you are limited to six (6) preauthorized electronic funds transfers and telephone transfers, including Midtown Bank & Trust Company's Online Banking transactions, checks, and point-of-sale transactions per month. Of these six transactions, you are limited to no more than three (3) transactions per month by check or point-of-sale. Each funds transfer or payment through Midtown Bank & Trust Company's Online Banking Service from your savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. Payments to your loan account are not counted toward this limit.

Accountholders that require two (2) signatures for withdrawal purposes will be unable to access the Online Banking Bill Payment Service.

#### Eligibility

You may pay any merchant or individual approved for payment by Midtown Bank & Trust Company for payment through the Online Bill Payment Service. We will be unable to process any payments to federal, state, or local tax agencies. Online Bill Payments are available only to payees with a U.S. mailing address.

#### Bill Pay Procedure

By furnishing us with the names of your payees (merchants and/or individuals) and their addresses, you give us authorization to follow the payment instructions, which you provide to us via Midtown Bank & Trust Company Online Banking Service for these payees. When we receive a payment instruction for the current date or a future date, we will remit the funds to the payee on your behalf from the funds in your selected account; on the day you have instructed them to be sent (Payment Date). We are not obligated to pay funds from your account(s) if the account balance is insufficient to cover the payment, unless your account has overdraft protection in an amount sufficient to cover the payment. Funds for ALL bill payments, whether paid electronically or by check, will be withdrawn on the day the payment is scheduled to be SENT to the payee.

#### Stop Payments

You have the right to stop or change any scheduled payment. You must cancel the payment no later than 4:00 p.m. EST of the day prior to the Payment Date by calling Midtown Bank & Trust Company. We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to processing the payment. Once processing of the payment has begun, you can no longer stop payment. If you order us to stop payment within the timeframe described above and we fail to do so, we will be liable for your losses and damages. Please refer to Section VIII for fees associated with placing stop payments.

#### Note

Any payments made with Bill Payment require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. In the event that the payee for your scheduled payment does not accept payments via the electronic system, your payment will be made by mailing a paper check. Paper payment requires a longer delivery time. Payments should be scheduled seven (7) business days prior to the due date.

#### Liability

If you fail to schedule your payment according to the recommended time frame, Midtown Bank & Trust Company will not be responsible for the late fees or finance charges. We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges or late fees. Paper checks are mailed to the address you supply. Midtown Bank & Trust Company will not be responsible for processing incorrect information, which is supplied by you through the bill payment system, or for failure of the payment to process due to incorrect information. In addition, we will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or credit availability in your designated payment account or overdraft protection plan, if a legal order prohibits us from conducting withdrawals to the payment account, if there is a hold on the account for uncollected funds or any other valid reason for hold, if the payment account is frozen or closed, or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special or consequential damages due to the use of Bill Payment.

#### Research Requests

To inquire about an Online Bill Payment, please contact Midtown Bank & Trust Company.

#### Termination

Midtown Bank & Trust Company reserves the right to terminate your use of Bill Payment at any time. If for any reason you should wish to terminate your use of Midtown Bank & Trust Company's Bill Payment Service, we recommend that you cancel all future bill payment and transfers at the same time you cancel your account, either by deleting the payments yourself, or by calling Midtown Bank & Trust Company. This will insure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payments and transfers (both one-time and recurring)

once we have been notified that your service has been terminated. We will continue to maintain your accounts unless you notify us otherwise.

#### Joint Account Holders

Each Bill Payment account may consist of either one individual account holder, or multiple (joint) account holders. Each account holder needs a unique Midtown Bank & Trust Company Online Banking password. The terms of this online banking agreement apply to all account holders enrolled in the Online Bill Payment program. In order to have a joint membership, all members must be joint signers on the checking or savings account (excluding money market accounts) linked to Bill Payment. Joint members share the same payee list, and are subject to the joint tenant rules contained in the Account Agreement and Signature Card for the checking or savings account. Either account owner may close the bill payment service.

## **V. General**

#### Changes to Fees, Charges and Other Terms

We reserve the right to change the fees, charges or other terms outlined in the agreement. We will notify you 30 days prior to implementation of changes, either by written notice or e-mail (if you agree to receive electronic notices), and will also update this agreement, if the changes to this agreement are more restrictive than those stated in the agreement, or increase your responsibility for unauthorized transactions. In the event that a change is necessary to ensure the security of the online system, an immediate change may be necessary, and we will notify you within 30 days after the change is made by electronic or written notice. You may choose to accept or decline changes by continuing or discontinuing the services to which the changes relate. We reserve the option to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure.

#### Disclosure of Account Information

You authorize Midtown Bank & Trust Company and any affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we have obtained about your accounts and the transfers you make:

- To comply with government agency requests or court orders
- To verify the existence and condition of your account to a third party, such as a credit bureau or merchant
- To other entities if you give us permission

#### Consumer Rights and Responsibilities

In addition to this Agreement, you agree to be bound by and comply with the Account Agreement and Account Disclosure, the rules and regulations of the electronic transfer system, and state and federal laws and regulations.

You, the consumer, are responsible for keeping your PIN and account data confidential. We are entitled to act on transaction instructions received using your PIN, and you agree that the use of your PIN will have the same effect as your signature, authorizing the transaction(s). If you authorize other persons to use your PIN in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, changed your PIN, and that you are responsible for any transactions made by such persons until such time as we receive and have time to act upon the notification that transfers by that person, or instructions regarding your accounts, are no longer authorized.

The Bank reserves the right to terminate or modify this agreement and modify your access to Midtown Bank & Trust Company's Online Banking Service in whole or in part, at any time.

The Bank may assign certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

#### Unauthorized Transactions

You must notify us immediately if you suspect that another person has improperly obtained use of your online password. You must also notify us if someone has transferred or may transfer money from your bank account without permission, or if you suspect any fraudulent activity related to your account. You should reveal your account number only to legitimate entities for

purposes you authorize, such as automatic payments to your insurance company. To notify us, call Midtown Bank & Trust Company.

Federal law requires that if you believe your online password has been lost, stolen or compromised and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your online password without your permission.

Please tell us AT ONCE if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your Account, plus any maximum overdraft line of credit. To notify us, call Midtown Bank & Trust Company.

If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.00.

If your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances such as a confirmed extended trip or hospital stay kept you from telling us, the time periods in this section will be extended.

#### Error Resolution

If you believe that there is an error regarding your account in conjunction with Midtown Bank & Trust Company's Online Banking or Bill Payment Service it should be handled as follows:

- Call Midtown Bank & Trust Company and tell a representative about the problem.
- Send a fax (404) 969-4413 and tell us the details of the problem, or
- Write a letter and mail it to Midtown Bank & Trust Company, 712 West Peachtree Street, Atlanta GA 30308 and tell us the details of the problem.

We must hear from you no later than sixty (60) days after we send the paper statement or electronic statement on which the problem or error occurred. If you notify us verbally, we will require that you send us your problem in writing within ten (10) business days.

When you write us about your problem, please:

- Include your name and account number(s).
- Describe the error or transaction in question, and explain why you believe it to be an error.
- Tell us the dollar amount of the suspected error.
- If the problem involves a bill payment, tell us the checking account number used for payment, the payee's name, date for which the payment was scheduled, payment amount, and any applicable payee account number or reference number.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error within one business day. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we do not need to recredit your account while we complete our investigation. If we determine that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation.

### Midtown Bank & Trust Company's Liability

If we do not complete a transfer to or from your Bank account on time, or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If a hold has been placed on your account for uncollected funds.
- If the transfer or payment would cause the account to become overdrawn beyond the balance of the account plus any overdraft protection.
- If you, or anyone you allow, commits fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount of the payee on a bill payment.
- If you have not properly followed the instructions for using Midtown Bank & Trust Company's Online Banking Bill Payment Service.
- If circumstances beyond our control (such as fire, flood, hurricane, improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

## **VI. Limitations on Bank Liability**

We will not be responsible for the following incidents, errors or failures:

### Access

We will not be responsible for failure to provide access or for interruptions in access to Midtown Bank & Trust Company Online Banking Service or Bill Payment Service due to a system failure or due to other unforeseen acts or circumstances.

### Your Computer Equipment or Software

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with Midtown Bank & Trust Company's Online Banking Service.

We are not responsible for any error, damages or other losses you may suffer due to the malfunction or misapplications of any system you use, including your browser (Microsoft Explorer® , Netscape Navigator® , or otherwise), your Internet Service Provider (ISP), your personal financial management or other software (such as Quicken® , or Microsoft Money® ), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Midtown Bank & Trust Company's Online Banking Service.

### Online Bill Payment

We are not responsible for postal delays or processing delays by the payee for any bill payment made through our Bill Payment Service.

## **VII. Other Provisions**

### Electronic Notice

With your consent, we may send notices to you by electronic mail (e-mail). You may use e-mail to contact us about inquiries, maintenance, and/or some problem resolution issues. E-mail may not be a secure method of communication. We therefore recommend that you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately, especially to report a lost or stolen PIN, or to stop a payment. In these cases, do not use e-mail. Instead call Midtown Bank & Trust Company, during regular business hours, Monday - Friday 9:00 a.m. - 4:00 p.m., excluding Federal Bank Holidays.

### Warranty and Software Limitations

Neither we, nor any software supplier nor any information providers make any warranty, express or implied, to you concerning the software, equipment, browser or other services including, but not limited to, any warranty of Merchant Ability or Fitness for particular purpose (or non-infringement of third-party rights), unless disclaiming such warranty is prohibited by law.

Hours of Operation

Midtown Bank & Trust Company Representatives are available to help you Monday - Friday, 9:00 a.m. to 4:00 p.m., excluding Federal Bank Holidays.

Ownership of Website

The content, information and offerings on our website are owned by Midtown Bank & Trust Company, and the unauthorized use, reproduction, linking or distribution of any portions are strictly prohibited.

Geographic Restrictions

The Midtown Bank & Trust Company Online Banking Services described in this Agreement and available on our website are solely offered to citizens and residents of the United States of America currently residing in the United States. Citizens and residents outside the United States may not be able to access the Midtown Bank & Trust Company Online Banking or Bill Pay Service.

Scope of Agreement

This Agreement represents our complete agreement with you relating to our provision of the Midtown Bank & Trust Company Online Banking Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is a part of this agreement.

**VIII. Fees and Charges**

<b>Service</b>	<b>Fee</b>
Online Banking	
• Account and Balance Inquiries	
• Funds Transfers/Loan Payments	No charge
• Export Online Transactions	
Online Bill Payment	No charge
Online Bill Payment Check Copy	No charge
Overdraft Charge	\$30.00
Stop Payment or Re-issue Online Bill Payment	\$30.00

