



**ONLINE BANKING AGREEMENT.** This Online Banking Agreement and Disclosure ("Agreement") governs the use of our Online Banking Services ("Online Services") and serves as the agreement between you and First National Bank of Waynesboro. It is important that you read and understand the terms and conditions provided in this Agreement before you accept its terms. Your use of Online Services constitutes your acceptance and agreement to the terms and conditions of this Agreement as well as any other terms made available to you using Online Services. Additionally, your use of any Online Services that we introduce in the future constitutes an acknowledgment and agreement to the terms and conditions associated with those Online Services. Any agreements, amendments, notices, periodic statements, and other communications may be provided to you in electronic format if you have authorized that format of delivery. If you have any questions about this Agreement, contact us prior to acceptance.

### DEFINITIONS.

- 1.1 The terms "you," "your," "authorized user," and "account owner" refer to the account owner, authorized signers, or individuals authorized by the account owner to access Online Services. The terms "we," "us," and "our" refer to First National Bank of Waynesboro, the financial institution.
- 1.2 "Account" refers to your account(s) with us that you have designated for Online Services access and that we allow to be included under these Online Services. The type(s) of account that may be designated for Online Services include consumer and commercial deposit accounts, such as Checking, Savings, NOW, Money Market, and Certificate accounts. You must be an account owner/authorized signer for each account that you designate and each account must permit withdrawal by a single signer.
- 1.3 "Login Credentials" refers to Access Id and Password that must be used to securely access your account information.
- 1.4 "Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening, such as the Truth In Savings Disclosure, Funds Availability Disclosure, Electronic Fund Transfer Disclosure and Agreement, Privacy Disclosure, Substitute Check Policy Disclosure, as well as any Fees.
- 1.5 "Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: "Business Days" are Monday through Friday, excluding Federal holidays..
- 1.6 "Check Image" refers to the digital image of any check you transmit to us using Remote Deposit Capture.
- 1.7 "Item" refers to the definition provided in Article 4 of the Uniform Commercial Code: an instrument of a promise or order to pay money handled by a bank for collection or payment. The term does not include a payment order governed by Article 4A or a credit or debit card slip.
- 1.8 "Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: (1) a negotiable demand draft drawn on or payable through or at an office of a bank; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (5) a United States Postal Service money order; or (6) a traveler's check drawn on or payable through or at a bank. The term check includes an original check and a substitute check.
- 1.9 "Original Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: the first paper check issued with respect to a particular payment transaction.
- 1.10 "Substitute Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: a paper reproduction of an original check that – (1) contains an image of the front and back of the original check; (2) bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured; (3) conforms in paper stock, dimension, and otherwise with ANS X9.100-140; and (4) is suitable for automated processing in the same manner as the original check.
- 1.11 "Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.
- 1.12 "Electronic Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks: electronic image of, and electronic information derived from, a paper check or paper returned check, respectively, that— (1) is sent to a receiving bank pursuant to an agreement between the sender and the receiving bank; and (2) conforms with ANS X9.100-187, unless the Board by rule or order determines that a different standard applies or the parties otherwise agree.

**SYSTEM REQUIREMENTS.** Online Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Services:

Adobe Acrobat Reader version 7.0 (or other software capable of reading a PDF file) is required to view your statement.. If you decide not to maintain such hardware and software, you may cancel Online Services at any time.

**ACCOUNT ACCESS.** You may access your Account(s) at First National Bank of Waynesboro's website, [www.fnbwaynesboro.com](http://www.fnbwaynesboro.com). You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Services. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Online Services and should be kept confidential at all times. It is recommended that you change your Login Credentials through Online Services, or with the assistance of our customer service, as allowed by our security requirements. There may be additional or optional security measures instituted by us to ensure the security of Online Services.

**USE OF PERSONAL INFORMATION.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**ACCOUNT LIABILITY FOR UNAUTHORIZED ONLINE ACCOUNT USE.** Subject to federal and state law and the terms and conditions of this Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials.

Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure and Agreement for our liability policy. As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s).

If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information for security issues related to your use of Online Services is provided below.

Address: 626 N Liberty St  
Waynesboro, GA 30830  
Phone: (706)554-8100  
Email: [bookkeeping@fnbwaynesboro.com](mailto:bookkeeping@fnbwaynesboro.com)

**TRANSACTIONS AND FUNCTIONS OF THE SERVICES.** The transactions and functions available through Online Services may include, but are not limited to, the following:

- Transfer of funds between Accounts
- Transfer of funds between Accounts on a recurring basis
- Balance inquiry on each Account
- Request or retrieve a copy of a paid check, paid share draft, or past statement on the Account
- Re-order checks for your Account(s), as applicable
- Change the Account(s) and Access Information for Online Services
- Conduct secure email communication with us regarding Online Services
- The use of our Bill Pay Services
- The use of Remote Deposit Capture ("RDC") services
- The use of Mobile Banking services

The above transaction and function capabilities may be available, either all or in part, depending on the Account, customer type, or other Online Services limitations. We reserve the right to restrict the use of Online Services for any account type or to impose any other limitation or restriction on the use of Online Services.

**ONLINE TRANSACTION FUNDING.** In order for us to process an Online Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer, including any overdraft protection plan coverage, and the funds must be considered available as described in our Funds Availability Policy. Please refer to your Disclosures for any non-sufficient funds fee or other fee(s) that may be assessed. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Services privileges. If you have opted in to overdraft services, please refer to your account opening Disclosures for any overdraft services policies related to funding your accounts and any overdraft fees.

**EFFECTIVE TIMING OF TRANSACTIONS.** Online Services are available at any time or day, unless the system is undergoing maintenance. The posting of Online Services transactions before 4:00 p.m. on a Business Day will post the same day

and will be included in the available funds for the receiving Account. Transfers requested after 4:00 p.m. on a Business Day or requested on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.

**CANCELING A TRANSFER.** A one-time transfer is immediate and cannot be canceled. The deadline for canceling a recurring transfer request is 4:00 p.m.. If you have any questions or problems canceling the transfer, please contact us.

**COST OF SERVICE.** Account transaction fees as stated in any Disclosures and Fees provided to you remain in effect and are not eliminated or changed with the use of Online Services. You have sole responsibility for any service fees you incur from your telephone, internet, or wireless service providers.

**BILL PAY SERVICES.** You can access Bill Pay Services in the same manner that you access other Online Services by using your Login Credentials and meeting any other security measures that we may institute. You must indicate the Account that is to be considered the designated Account to be debited for your bill-paying activities. If using a Savings or Money Market Account, we may limit the number of transfers or withdrawals to six per month or statement period. You must maintain sufficient available funds in the designated Account to satisfy the expected payment activity.

In order to pay bills, you will need to create a list of payees, providing the information required to log and submit your payments accurately. We require at least 10 days as set-up time for Checks and online payments through Bill Pay Services. If we pay your bill by issuing a Check, we may, at our discretion, send the Check to the payee before the due date you selected. The payee may cash the Check before or after the selected due date. If your account has insufficient funds when the payee cashes the Check and we pay the item on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees. Refer to the Account Agreement for more information. If you fail to take into account our required set-up time and the payment is received by the payee after the due date, we are not responsible for any late charges or other actions that may be taken by the payee due to the late payment. Please make other payment arrangements for the payment that is due and set-up the next payment to that payee through Bill Pay Services.

We assume responsibility for all reasonable efforts to process your payments through Bill Pay Services in a timely and accurate manner. We accept no liability for any damages you may incur due to insufficient or unavailable funds in the designated Account that may adversely affect payment processing, any inaccuracies in the payee information supplied in regards to this payment, any mishandling or delay in posting by the payee or the payee's financial institution of account, or any system or postal delays or interruptions or any other circumstances out of our control, to the extent allowed by state and federal law and the provisions of this Agreement. Also, contact us immediately if you suspect any security breach of your Login Credentials or any unauthorized activity using Bill Pay Service.

**CANCELING BILL PAY SERVICES.** You may cancel Bill Pay Services at any time by contacting us via phone, fax, or in any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.

#### **ADDITIONAL BILL PAY SERVICES INFORMATION.**

As a FNBanking Customer, you also may elect to make electronic bill payments from your FNB Accounts (the "Bill Payment Service"). You would make this election on our web site in our FNBanking area. However, the Bill Payment Service is provided by CheckFree, a company that is not affiliated with or otherwise part of the FNB organization. We therefore will have no responsibility or liability to you for that Bill Payment Service. CheckFree will provide you a separate terms and conditions agreement governing your bill payments through them. If you call us at 706-554-8100 concerning the Bill Payment Service we can attempt to help you address any questions, but most concerns will need to be addressed by CheckFree.

**REMOTE DEPOSIT CAPTURE ("RDC").** RDC services allow you to make deposits to your Account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use this Check Image to create an Electronic Check or Substitute Check for collection. The Check Clearing for the 21st Century Act and Regulation CC govern the use of RDC services and have enabled financial institutions to accept Substitute Checks, which are the legal equivalent to Original Checks for all purposes.

**RDC FEES AND CHARGES.** Any and all fees and charges associated with your Accounts remain in effect when accessing and using RDC services. You understand that standard data charges and messaging rates imposed by your wireless service provider may apply and that these rates and charges are your sole responsibility. Please contact your service provider for additional information.

**ELIGIBILITY OF ITEMS.** You may only submit Items for deposit that are within the dollar limits established for you. We reserve the right to limit the dollar amount and frequency of deposits made through RDC services by you, and we may raise or lower your dollar limit in the future at our sole discretion at any time. You agree that we are not obligated to accept any Check Image that we determine to be ineligible and you agree to deposit only Checks as defined by section 1.8 in the DEFINITIONS

section of this Agreement. You acknowledge that ineligible Items include, but are not limited to, the following: ACH payments or wire transfers, Items drawn on banks located outside of the United States, cash, illegible Items, incomplete Items, Items which are altered in any way, any Check that has previously been converted to a Substitute Check, any Item that contains indecipherable magnetic ink character recognition ("MICR") data, any Check originally made payable to a party other than you and any stale or post-dated Items.

**PROCESSING REQUIREMENTS.** You agree you will not alter any Original Check or Check Image under any circumstance and you warrant that all Original Checks are authorized for the amount stated on the Check by the person who created the Check. At the time of presentment to you by drawer, any Checks that you initiate for deposit must contain all necessary information on the front and back of the Check, including all endorsements, the identity of the drawer and paying bank that is preprinted on the Check, and the image quality must be in compliance with the minimum requirements established by the American National Standards Institute ("ANSI"). Determination of image quality compliance is in our sole discretion and any Check may be rejected if it does not meet this criteria. You also agree that all Check Images you submit for deposit through RDC services will not contain any viruses or other potentially harmful attributes.

**ACCEPTANCE OF ITEMS.** We are not responsible for any Items which we do not receive. Items received will each be reviewed for acceptability and any accepted Item will be converted into a Substitute Check. You agree that electronic conveyance of a Check does not equate to receipt of the Check. You agree that a notice confirming receipt of your deposit does not mean the Item is error-free or that it will not be rejected upon further review. If we do reject an Item for any reason, we will provide you with a notice of rejection; however, we will not be liable for loss suffered as a result of the rejected Item. We will also provide you with a notice if your deposited Item is dishonored, in which case you permit us to debit such amount from your account. You may confirm receipt of all deposited Items by viewing your account statements or by contacting us.

**RETENTION AND DISPOSAL OF CHECKS.** You agree to securely preserve and protect each Original Check for a period of 30 calendar days and during this period you agree to provide any Original Check to us upon request. Once you have obtained confirmation from us that we have received an Item, you agree to indicate its presentment via electronic means directly on the Original Check. You agree you will not deposit or submit any Original Check which you have already submitted or deposited electronically into an account you own with us or at any other financial institution. At the expiration of the 30 calendar days day period, you will destroy each Original Check in its entirety to ensure it is not presented for payment again. You understand that any misuse of a Check Image after presentment to us is your responsibility and you will be solely liable for any resulting loss.

**ADDITIONAL REMOTE DEPOSIT CAPTURE INFORMATION.**

**Through the downloadable application.** Mobile Deposit uses a smartphone camera to take a picture of the front and back of each check and submit the images electronically to make deposits to your checking or savings accounts. When capturing the images, visual brackets provide a guide for centering the check. Each check image is analyzed for quality upon submission; if the image does not pass, the customer is immediately notified and they can re-capture the check image. Customers can cancel the transaction at any time during the mobile deposit process. However, once the transaction has been submitted, it cannot be canceled.

**Eligible items.** We can accept most check types, including two party, payroll and government checks. However there are some exceptions; money orders, traveler's checks, not on-us official/cashier's checks, foreign Items, HELOC access & credit card advance checks, comdata checks, previously converted checks/substituted checks, altered checks, rebate checks, tax refund checks and checks dated more than 6 months prior to deposit date.

**Image Quality Requirements.** The check images presented to the bank must accurately represent all information on both sides of the checks and check images must contain all endorsements.

**Deposit Limits.** You may deposit up to \$3,000 a day.

**Check Limit.** You may deposit checks for no more than \$2,500 each.

**Endorsement.** You agree to endorse the check as "For Mobile Deposit only account #\_\_\_\_\_".

**Funds Availability.** If you make a deposit before 4:00 p.m. Eastern Time on a business day that we are open, we will 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. Your funds will usually be available within 2 business days. Customer is responsible for verifying that deposits have posted to the appropriate account. Please note: All deposits are subject to verification and can be adjusted upon review.

**Errors.** You agree to notify the bank of any suspected errors regarding items deposited through the service immediately, and in no event later than 30 days after we sent you the account statement on which the error appeared.

First 10 deposits during a statement cycle are FREE. Each additional deposit is \$2.00

**MOBILE BANKING.** Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to, viewing account balances, remote deposit capture, and text message banking.

**ACCESSIBILITY AND LIABILITY.** Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data and messaging rates, short message service (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.

**MOBILE DEVICES.** You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.

**TRANSACTION LIMITS.** You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transaction and transfer amounts in our sole discretion.

**YOUR LIABILITY.** You are responsible for the activity performed through Online Services using your Login Credentials, including any activity performed by others who use your Login Credentials whether or not authorized by you. You also agree to review your Account activity online, through periodic statements or through the use of any other application. If you have any questions or concerns about any Online Services activity, you should contact us immediately.

You acknowledge that you do not own or have any proprietary rights to Online Services and any unauthorized reproduction in whole or in part is strictly prohibited. You agree not to use Online Services to conduct any activity that is illicit or illegal. You agree to comply with all applicable federal and state laws, Nacha Operating Rules, the terms and conditions of this Agreement, and any other Account Agreement or Disclosure by reference, in regards to these Online Services and any transaction or functions performed using these Online Services. In the event of a conflict between this Agreement and any other Disclosure or Agreement provided, the Account Agreement will take precedence over this Agreement.

**OUR LIABILITY.** We are responsible for taking all reasonable measures to ensure that Online Services are available and functioning optimally, reserving the right to temporarily remove Online Services from access for maintenance or upgrades. We also accept responsibility to process any function or transaction requested by you through Online Services in a timely manner when submitted within the terms and conditions of this Agreement.

The hardware and software specifications for these Online Services are located in the System Requirements section above. We accept no responsibility, and you agree to hold us harmless for any delay or inaccuracy of any transaction or function information due to an interruption or loss of communications in the service provided by your web browser, wireless provider, or your system hardware or software, to the extent allowed by state and federal law. We also accept no responsibility, and you agree to hold us harmless for any system virus or other system problem attributable to Online Services or to your internet or wireless service provider.

**CANCELING SERVICE.** You may cancel any or all of these Online Services at any time by contacting us at the contact information provided above. Upon cancelation, you agree to immediately discontinue any use of our Online Services, and you agree to remain liable for all transactions performed on your Accounts. We reserve the right to refuse your application for Online Services if your Accounts are not in good standing, and to suspend, restrict, or cancel your authorization to use Online Services at any time, at our discretion. We will take reasonable measures to reach you concerning the Online Service cancelation, but are under no obligation to provide you such notice. If Online Services are reinstated, this Agreement will remain in effect.

**GOVERNING LAW.** The terms and conditions of this Agreement are subject to and governed by the laws of the state in which the account was opened and federal law. The Accounts designated for access through Online Services continue to be governed under this Agreement and the Disclosures provided to you for each Account. We will notify you of any changes as required by law.

**SEVERABILITY.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is found to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**ASSIGNABILITY.** We may assign our rights and duties under this Agreement to an affiliate or successor. You may not assign your right and duties under this Agreement at any time.

**NO WAIVER.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power, or privilege under this Agreement shall effect or preclude our future exercise of that right, remedy, power, or privilege.

**ACKNOWLEDGMENT.** By signing below, you acknowledge that you have received, read, and understand the Online Banking Agreement and Disclosure and consent to all of the terms and conditions contained above.

**FEE SCHEDULE**  
**Common Features / Fees**



**FEES AND CHARGES.** The following fees and charges may be assessed against your account:

Check printing fees vary by the style of check ordered.

An overdraft fee of \$28.00 will be charged per item for covering overdrafts created by check or draft, in-person withdrawal, ATM withdrawal, or other electronic means.

Overdraft Paid Item Charge	\$28.00
NSF Returned Item Charge	\$28.00
BillPay-NSF Fee	\$20.00
Continuous Overdraft Charge (charged on the 7th business day and will continue to be charged every business day until the account is positive)	\$1.00
Account Activity Printout	\$2.00
Account research per hour	\$20.00
Account research per copy	\$2.00
Stop Payments - each	\$28.00
Foreign ATM W/D Charge	\$1.00
Account closed within 90 days of opening	\$15.00
Domestic outgoing wire transfer	\$15.00
Domestic incoming wire transfer	\$3.00
Foreign outgoing wire transfer (plus charge of receiving bank)	\$15.00
Foreign incoming wire transfer	\$3.00
Official Check	\$5.00
Account Charge Off	\$15.00
Debit Card Limit Increase	\$5.00
OD Protection Transfer Charge - each	\$5.00
eStatement reversal	\$5.00
Dormant account (after 5 years of inactivity)	\$60.00
Debit Card Reorder	\$5.00
Bill Pay - first 15 transaction per month are Free	\$0.00
Bill Pay - Each additional transaction	\$0.50
Mobile Deposit - first 10 deposit during a statement cycle are Free	\$0.00
Mobile Deposit - Each additional deposit	\$2.00
Safe Deposit Box - Lost Key Fee (1 key lost)	\$25.00
Safe Deposit Box - Drill Fee (2 keys lost)	\$235.00
Chargeback Fee for Business Accounts	\$5.00
Christmas Club Early Closure Fee	\$5.00

This page is intentionally blank to support duplex printing.





**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$50.00 to open this account. .

**DORMANT/INACTIVE ACCOUNT INFORMATION.** A dormant account fee of \$60.00 per year will be charged after 5 years of inactivity.

**PROCESSING ORDER.** All credit transactions are processed first. Debits, or withdrawals, from your account will be processed from the lowest dollar amount to the highest dollar amount. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**OVERDRAFT PRIVILEGE DISCLOSURE.**

It is the policy of First National Bank to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Deposit Account Agreement and Disclosure provided to you at the time you opened your account with us controls the duties, obligations and rights of the Depositor, the Authorized Signatories and First National Bank with regard to your checking account. The Deposit Account Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Deposit Account Agreement and Disclosure. A copy of the Deposit Account Agreement and Disclosure is available to you on request from a First National Bank Officer.

The Overdraft Privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your then-existing Overdraft Privilege limit and the amount of the overdraft fee. First National Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by First National Bank of an overdraft check (or item, such as an ATM withdrawal) does not obligate First National Bank to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to First National Bank's commitment to always provide you with the best level of service, now and in the future, if your consumer account (primarily used for personal and household purposes) has been open for at least thirty (30) days, or if your commercial account has been open for at least sixty (60) days, and thereafter you maintain your account in good standing, which includes at least:

- A) Bringing your account to a positive balance within every thirty (30) day period for a minimum period 24 hours;
- B) Not being in default on any loan or other obligation to First National Bank and
- C) Not being subject to any legal or administrative order or levy

First National Bank will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by First National Bank is a discretionary courtesy and not a right of the customer or an obligation of First National Bank. This privilege for consumer accounts will generally be limited to a maximum of \$800 overdraft (negative) balance. This privilege for commercial accounts will generally be limited to a maximum of \$800 overdraft (negative) balance. Of course any and all fees and charges, including without limitation, the non-sufficient funds fees (as set forth in our fee schedules and deposit account agreement and disclosure), will be included as part of this maximum amount. It may be possible that your account will become overdrawn in excess of the Overdraft Privilege amount as a result of the assessment of a fee.

The total of the discretionary Overdraft Privilege (negative) balance, which includes any and all fees and charges, including all non-sufficient funds/overdraft fees is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Deposit Account Agreement and Disclosure. Our standard Overdraft fee of \$28 will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means. If your account balance remains overdrawn for longer than 7 days, we will charge your account a daily overdraft fee of \$1 for each of the consecutive business days the account remains overdrawn, beginning with day 7. The maximum amount of Overdraft or Return fees that will be charged to a customer's account is \$224 (8 NSF fees) per day and we do not charge an Overdraft fee if a consumer account is overdrawn by less than \$5. These limitations do not apply to business accounts.

While First National Bank will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the customer or an obligation of First National Bank and First National Bank in its sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause.

For our consumer customers, First National Bank will not pay overdrafts for ATM or everyday debit card transactions unless First National Bank has provided you with the notice required by 1005.17 (b) of Regulation E and you have opted in to the payment of these overdrafts. In order to avoid overdrafts due to ATM and everyday debit card transactions, First National Bank will place a hold on your account for any ATM or everyday debit card transaction authorized until the transaction settles. ATM and everyday debit card transactions usually settle within two business days after the transaction is authorized. The amount of the hold will be for the amount authorized, or as permitted under applicable

payment network rules. Holds on authorized ATM and everyday debit card transactions will be removed prior to settlement where required by applicable payment network rules.

In addition, for both consumer and commercial accounts, you may opt out of the Overdraft Privilege services for check, ACH and debit card bill payment transactions at any time contacting one of our Account Services Representatives.

**TRANSACTION LIMITATIONS.** No transaction limitations apply to this account.

**FEES AND CHARGES.** Please refer to the separate Fees provided to you with this disclosure for information about fees and charges associated with this account. A Fees will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

## FUNDS AVAILABILITY POLICY DISCLOSURE



### Funds Availability Disclosure

**PURPOSE OF THIS DISCLOSURE.** Our general policy is to allow you to withdraw funds deposited in a transaction account on the first Business Day after the day of deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. In some cases, we may delay your ability to withdraw funds beyond the first Business Day after the day of deposit. Our complete policy is summarized below.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to First National Bank of Waynesboro.

Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and also an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

### AVAILABILITY SCHEDULE

**Same Day Availability.** Funds from deposits of:

- electronic direct deposits
- cash\*
- wire transfers
- U.S. Treasury checks\*\*
- U.S. Postal Service money orders\*\*
- Federal Reserve Bank or Federal Home Loan Bank checks\*\*
- State or Local Government checks\*\*
- Cashier's, Certified, or Teller's checks\*\*
- checks drawn on us

will be available on the day of deposit.

**Other Check Deposits.** Funds from all other check deposits will be available on the first Business Day after the day of your deposit.

\* **Cash Deposits.** Funds from cash deposits (whether or not they are made in person to an employee of First National Bank of Waynesboro) are made available on the same Business Day that we receive your deposit.

\*\* **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; and Cashier's, Certified, or Teller's Checks. In order for these check deposits to be made available according to the funds availability schedule above, the checks must be made payable to you and deposited into your account. If any of these conditions are not satisfied, then the funds from these check deposits will be made available no later than the second Business Day after the day of your deposit.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,525 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the 7 Business Day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**HOLDS ON OTHER FUNDS IN ANOTHER ACCOUNT.** If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

**Same Day Availability.** Funds from cash\*, wire transfers, and electronic direct deposits made to your account, and checks drawn on us will be available on the day we receive the deposit. In addition, the first \$5,525 of a day's total deposits of:

- U.S. Treasury checks\*\*
- U.S. Postal Service money orders\*\*
- Federal Reserve Bank or Federal Home Loan Bank checks\*\*
- State or Local Government checks\*\*
- Cashier's, Certified, or Teller's checks\*\*

will also be available the day of deposit.

**Next Day Availability.** Funds from the first \$5,525 of a day's total deposits of:

- Traveler's Checks\*\*

are available on the first Business Day after the day of your deposit.

**Funds Exceeding \$5,525.** The excess over \$5,525 of a day's total check deposits will be available on the ninth Business Day after the day of your deposit.

**Other Check Deposits.** Funds from all other check deposits will be available on the tenth Business Day after the day of deposit.

\* **Cash Deposits.** If the cash deposits are made in person to an employee of First National Bank of Waynesboro, then the funds will be made available on the day we receive your deposit. If the deposits are not made in person to an employee, then the funds will be made available no later than the second Business Day after the day of your deposit.

\*\* **Check Deposits.** Check deposits include U.S. Treasury checks; U.S. Postal Service money orders; Federal Reserve Bank or Federal Home Loan Bank checks; State or Local Government checks; Cashier's, Certified, or Teller's checks; and Traveler's checks. In order for these check deposits to be made available according to the funds availability schedule above, the following conditions are required:

**U.S. Treasury Checks.** These checks must be made payable to you and deposited into your account.

**U.S. Postal Service Money Orders; Federal Reserve Bank or Federal Home Loan Bank Checks; State or Local Government Checks; Cashier's, Certified, or Teller's Checks; or Traveler's checks.** These checks must be made payable to you, made in person to one of our employees, and deposited into your account.

If any of these conditions are not satisfied, then the first \$5,525 of a day's total check deposits will be made available no later than the second Business Day after the day of your deposit.

**FOREIGN CHECKS.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

**DEPOSITS AT AUTOMATED TELLER MACHINES.** If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 3:00 p.m. EST on a Business Day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 3:00 p.m. EST or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

## ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT



### YOUR RIGHTS AND RESPONSIBILITIES

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to First National Bank of Waynesboro. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Mastercard Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by First National Bank of Waynesboro which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below.

#### MASTERCARD DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts Mastercard® Debit Cards for the purchase of goods and services.

#### FNB ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our FNB ATM terminals, you may access your accounts through the following network(s): Mastro, Cirrus and Star

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. You may make no more than 25 transactions per day with a debit card. You may not exceed \$2000.00 in transactions per day with a debit card.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Mastercard Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain Debit Card transactions. The amount of the temporary hold may be more than the actual amount of the transaction, so your available account balance will temporarily be reduced by the amount of the temporary hold. If the authorization hold or the processing of subsequent transactions causes your account to have insufficient funds to pay the transaction, we may charge you non-sufficient funds fees if we return the item or overdraft fees if we pay the item on your behalf.

**CURRENCY CONVERSION - Mastercard®.** If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING (iTALK).** You may perform the following functions through use of telephone banking (iTALK):

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may make payments on consumer loans, home mortgage loans, home equity loans, cash reserve loans, and credit card accounts that you have with us.

In addition, you may perform other transactions such as: Submitting a stop payment on a check.

**You may access your account by telephone 24 hours a day at (706) 437-9300 using a touch tone phone, your account numbers and your password.**

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF FNBANKING AND FNB ANYWHERE.** First National Bank of Waynesboro offers its customers use of our FNBanking and FNB Anywhere service.

**Online Banking (FNBanking) types of transfers:** You may access your FNB account(s) by computer using your user ID, your password, and Internet access to [www.fnbwaynesboro.com](http://www.fnbwaynesboro.com) to make the following types of transfers:

- Initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts
- Make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s)
- Make payment from your FNB deposit account(s) and savings deposit account(s) to your loan account(s) with us; and
- Make bill payments from your FNB checking account(s).

You also may use FNBanking to:

- Request stop payments on checks drawn on your FNB account(s).
- Order new debit card
- Request a temporary daily limit amount increase for debit card
- Turn debit card on & off from usage abilities
- Report lost or stolen debit card

Get information about:

- The available balance for all of your FNB accounts; and
- For all of your FNB accounts, all transaction information relating to transactions for the prior 180 days.

**Mobile Banking - types of transfers** - If you have registered for our Mobile Banking service, you may use your telephone or similar mobile device to make the following types of transfers:

- Transfer funds from one of your FNB deposit accounts to another of your FNB deposit accounts, excluding certificates of deposit; Make individual (one at a time) payments from your FNB account(s) and savings account(s) to your loan account(s) with us; and
- Make individual (one at a time) bill payments from your FNB checking account(s).

You also may use the Mobile Banking service to:

- Make deposits using your smartphone camera (application approval is required). See Mobile Deposit Terms & Conditions for more details. Get information about your FNB accounts, such as balances and recent transaction histories; and
- Set up optional account alerts to be delivered either to your Mobile Device using sms text messaging (standard text rates imposed by your wireless carrier apply) and/or via email to you; and
- Locate all FNB locations and ATMs.

**P2P (Person 2 Person)- types of transfers** - P2P allows you to transfer money quickly and securely. Use this online service to make electronic transfers between eligible First National Bank accounts or between your accounts at other financial institutions. Plus, you can send money to other people regardless of where they bank within the U.S. With the addition of P2P to First National Bank's transfer options, you can control how your money moves with greater ease and convenience - all using Online Banking.

Send money to individuals and receive and request money from others in the U.S. using an email address, mobile phone number or U.S. bank account information.

1. Use your existing First National Bank checking, savings, or money market account to send or deposit payments.
2. Review your scheduled and completed payments/transfers and requests, as well as incoming transfers and payments from others.
3. Transfer money to others within the P2P network in same day, next day or in three business days (fees may apply).

**ELECTRONIC CHECK CONVERSION.** If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

Any item (check, ACH, or other electronic transaction) that is initially returned to the payee because the available balance in your account was not sufficient to cover the item can be represented by the payee for payment multiple times, which is beyond our control. We will charge an overdraft or return item fee regardless of the number of times an item is presented to us for payment against insufficient funds, and regardless of whether we pay or return the item.

### LIMITATIONS ON TRANSACTIONS

#### **TRANSACTION LIMITATIONS - MASTERCARD DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$750.00 through use of ATMs in any one day.

There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. First National Bank of Waynesboro reserves the right to change dollar amount limits at any time upon prior notification.

**POINT OF SALE LIMITATIONS.** You may buy up to \$2,000.00 worth of goods or services in any one day through use of our Point of Sale service. You can use our Point of Sale service for up to 25 transactions in any one day.

#### **OTHER LIMITATIONS.**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (706)554-8100 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify First National Bank of Waynesboro immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM, via the telephone, or PIN numbers may be changed by calling 1-800-992-3808 or in online banking.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (706)554-8100

or

write to: First National Bank of Waynesboro  
PO Box 647  
Waynesboro, GA 30830

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be.



**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (706)554-8100 (24 Hours)

or

write to: PO BOX 647  
WAYNESBORO, GA 30830

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING MASTERCARD DEBIT CARD.**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

**ILLEGAL USE OF MASTERCARD DEBIT CARD.** You agree not to use your Mastercard Debit Card for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (706)554-8100

or

write to: First National Bank of Waynesboro  
PO Box 647  
Waynesboro, GA 30830

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact First National Bank of Waynesboro no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. 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 credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.** The following fees and charges may be imposed on your checking account:

We will charge you for each Foreign ATM withdrawal.	\$1.00
We will charge you for each Bill Pay transaction in excess of 15 per statement cycle.	\$0.50
Payments issued through FN Bill Pay that are insufficient will be charge an additional fee.	\$20.00
We will charge you to increase a debit card limit temporary.	\$5.00
We will charge you for a debit card reorder.	\$5.00
We will charge you for each Mobile Deposit in excess of 10 statement cycle.	\$2.00

Except as indicated elsewhere, we do not charge for these electronic fund transfers. If you use our Mobile Banking services to receiver alerts, your wireless carrier may impose standard text rates.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release First National Bank of Waynesboro and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change or amend any of the terms and conditions of the Agreement and those portions of the applicable Fees which relate to EFT services, at any time upon at least 30 days written notice to you prior to the effective date of the change or amendment. Your failure to timely furnish notice as set forth in the written notice shall be deemed to be your acceptance of such change or amendment. If you do not agree to abide by a change or amendment, you must notify First National Bank of Waynesboro of the fact prior to the effective date of the change or amendment and cancel this Agreement. First National Bank of Waynesboro may cancel this Agreement at any time, without

giving you prior notice. If you or First National Bank of Waynesboro cancels this Agreement at any time, you shall surrender any card and you may no longer use any of First National Bank of Waynesboro's EFT services other than automated clearing house transfer services.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and First National Bank of Waynesboro.

This page is intentionally blank to support duplex printing.

**FACTS****WHAT DOES FIRST NATIONAL BANK OF WAYNESBORO DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and credit history
- Overdraft history and checking account information

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First National Bank of Waynesboro chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First National Bank of Waynesboro share?	Can you limit this sharing?
<b>For our everyday business purposes--</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes--</b> to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes--</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes--</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

**Questions?**

Call (706)554-8100

## What we do

<p><b>How does First National Bank of Waynesboro protect my personal information?</b></p>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<p><b>How does First National Bank of Waynesboro collect my personal information?</b></p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>- open an account or provide employment information</li> <li>- give us your contact information or show your government issued ID</li> <li>- show your driver's license</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p><b>Why can't I limit all sharing?</b></p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>- sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>- affiliates from using your information to market to you</li> <li>- sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- <i>First National Bank of Waynesboro does not share with our affiliates.</i></li> </ul>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>- <i>First National Bank of Waynesboro does not share with nonaffiliates so they can market to you.</i></li> </ul>
<p><b>Joint marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>- <i>Our joint marketing partner(s) include Insurance companies</i></li> </ul>