

This Agreement and disclosure statement covers the use of your SimplyBank ATM or SimplyBank Check Card at our SimplyBank Automated Teller Machine ("ATM") terminals, Shared Network ATM terminals, and Shared Network POS terminals.

Definitions. The following terms and definitions apply when used in this Agreement and Disclosure Statement:

"**Card**" - The SimplyBank ATM or SimplyBank Check Card(s) assigned to you.

"**Our ATM terminals**" - one or more (if any) ATM terminals operated by SimplyBank with which you have established the account(s) your SimplyBank ATM or Check Card accesses.

"**PIN**" - Your Personal Identification Number

"**POS**" - Point-Of-Sale

"**Shared Network ATM terminal**" - an automated teller machine terminal operated, either directly or indirectly, by a participant in any automated teller machine network with which SimplyBank is associated. Examples of Shared Network ATM terminals are those terminals displaying the MASTERCARD®, PLUS®, ACCEL®, MAESTRO®, or CIRRUS® symbol.

"**Shared Network participant**" - a participant in any automated teller machine network or point of sale terminal network with which SimplyBank is associated.

"**Shared Network POS terminal**" - a point of sale terminal operated, either directly or indirectly, by a participant in any automated teller machine network with which SimplyBank is associated. Examples of Shared Network POS terminals are those terminals displaying the MASTERCARD®, PLUS®, ACCEL®, MAESTRO®, or CIRRUS® symbol. POS terminals operated by any SimplyBank affiliate banks are Shared Network POS terminals.

"**Terminal**" - refers collectively to our SimplyBank ATM terminals, Shared Network ATM terminals, and Shared Network POS terminals.

"**You, your and yours**" - any person to whom a Card is issued, either at that person's request or at the request of another person authorized to sign on the account(s) that the Card accesses.

"**We, us and our**" - SimplyBank, with which you have established the account(s) which your SimplyBank ATM or SimplyBank Check Card accesses.

### CUSTOMER AGREEMENT

1. **Accepting This Agreement.** You accept this Agreement by requesting and receiving, accepting, or keeping your Card, or by using the Card yourself or allowing someone else to use it.
2. **Transactions Available. Automated Teller Machines ("ATM") Transactions.** You can use your Card at our terminals and at Shared Network terminals to get cash, transfer funds between certain accounts, and find out account balances. If a merchant from which you purchase goods and/or services maintains a Shared Network POS terminal, you can also use your Card at such a POS terminal (i) to transfer funds from your checking account directly to that merchant as payment for the goods and/or services purchased and (ii) to find out your checking account balance, if the POS terminal is equipped with a balance inquiry function. These services, limitations on the dollar amount and frequency to transfers, and charges for transfers are described in more detail in the disclosure statement that follows.
3. **Point-of-Sale (POS) Transactions** - You may purchase goods or pay for services at merchants that display a MasterCard logo® or obtain cash advances at any financial institution that displays the MasterCard® logo.

The full amount of your Purchase or Cash Advance will be deducted directly from your Transaction Account. Use of the Card for a Purchase or Cash Advance is regarded as a withdrawal from and/or a demand on your Transaction Account at the time the Card is used, even if the transaction is not posted immediately to your Transaction Account. You authorize us to pay out of your Transaction Account the total amount of any transactions originated by proper use of the Card. You will pay us on demand any negative (overdraft) balance arising in your Transaction Account, unless you have available overdraft privileges. If you do not have overdraft privileges, we may charge any overdraft you make to any other account you have.

After we authorize a Purchase, we may place a "Hold" on your account. This hold will be released when documentation matching the authorized transaction amount has cleared through us, or four calendar days after the transaction date ("hold period"), whichever occurs first. If the period ends on other than a banking day, the hold will be released the next banking day. Your transaction account will be debited for the amount of the transaction upon receipt and processing of the supporting documentation. You agree to release us from liability based upon failure to authorize subsequent point-of-sale transfers and/or failure to pay other items drawn on your transaction account because of a previously authorized point-of-sale transaction may not be completed.

To use your Card at a Terminal, follow the instructions on the Terminal or on the Terminal display screen. Never attempt to make a transfer when the Terminal tells you, or other circumstances give you reason to believe, that the Terminal is closed, or is not operating properly due to a technical malfunction, or is otherwise unable to make the transfer you desire. Be sure to keep the receipt the Terminal gives you at the end of the transfer.

4. **Protecting your Secret Code.** To make sure that no one else has access to your account(s) through the use of your Card and secret code, you promise (a) not to tell your secret code to anyone; (b) not to write your secret code on your Card or anything else likely to fall into the wrong hands; and (c) to keep your Card and secret code in a safe place. You also promise to tell us at once if you believe your Card or secret code has been lost or stolen. The fastest way to notify us is by calling 1-855-775-8400. When we receive this information from you, a partial freeze will be placed on your account immediately and no withdrawals from this account will be permitted.
5. **Your Responsibility For Unauthorized Transfers.** You agree that you will be responsible for any unauthorized electronic fund transfers made from your account(s) subject to the limitations contained in applicable federal law. Those limitations on your liability for unauthorized transfers are summarized in the disclosure statement that follows.
6. **Security.** You agree that we are not responsible for providing security guards or other security measures at Terminals.
7. **Availability and Operations of Terminals.** Although Terminals should be generally reliable, they may not operate properly at all times. We, therefore, cannot promise you that they will be available for your use. You promise not to attempt to make a transfer when a Terminal tells you, or other circumstances give you reason to believe, that the Terminal is closed, is not operating properly or is otherwise unable to make the transfer you desire. Shared Network ATM and POS terminals may be closed from time to time. We will not be liable for damages resulting from the unavailability or failure of Terminals to operate, except as required by federal law. We may also change the availability of Terminals at any time.
8. **Overdrafts.** Your Card gives you no credit privileges. You promise not to use your Card to create an overdraft in your account(s). However, if you use your Card at a Terminal to overdraw your account, you agree to pay us for the amount of the overdraft and to pay our standard overdraft charge. We may charge the amount of any overdraft and overdraft charge to any account you have with us. If we have to take steps to collect anything you owe as a result of an overdraft, you'll pay reasonable collection costs, including reasonable attorney's fees.
9. **Authorized Transfers and Accounts.** You promise to use your Card to make only the types of transfers and get access only to the account(s) you have.
10. **Currency Conversion Exchange Rate.** If you use your Card regarding an international transaction with a merchant that does not use United States currency, the exchange rate between the transaction currency and the billing currency used for processing international transactions will be: A rate selected by MasterCard® from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard® itself receives; or the government-mandated rate in effect for the applicable central processing date; in each instance, plus 1%. These charges may also include in addition to international purchases, international credit vouchers and international cash disbursements. There will be an international service assessment of 0.8% by MasterCard® whether or not there is a currency conversion.
11. **Keeping Your Card and Refusing Transfers.** Your Card remains our property, and you may not transfer or assign it to anyone else. We reserve the right to refuse to make transfers requested to you, and we and any Shared Network participant may keep your Card at any time. For example, if we or any Shared Network participant suspect or have reason to believe that your Card has fallen into the hands of an unauthorized user, we or any Shared Network participants are not obligated to keep your Card under any circumstances.
12. **Changing This Agreement or Canceling a Card.** We can change this Agreement at any time by mailing a copy of the changes to the last address we have for you. For example we may impose charges for debit card transactions or limit cash withdrawals made with the Card within a single day, and any other such other restriction in the future that we deem reasonable. The changes will be effective on the date we mail them to you, unless we are required by law to give you notice of them in advance. Unless separate notices are required by law, notice given or mailed to one cardholder is effective as to the other cardholder(s). We can cancel your use of your Card and secret code at any time. We may cancel the use of your Card and secret code if they are not used during any twelve-month period. If we do cancel, you agree to send back your Card right away. Your Card may not be used after we cancel it or it has expired. You may cancel your use of your Card and secret code at any time by notifying us in writing and returning your Card to SimplyBank ATM Coordinator, PO Box 310, Dayton TN 37321. If more than one person is authorized to use your Card, or if the other person(s) has your Card and PIN, we cannot stop that person from making transactions on your account(s) without terminating your Card services. You agree to allow us until midnight of its next business day to terminate your Card services after you give us notice. You remain responsible for any transactions during this time, subject to any limitation set forth in any governing law. You understand that if this Agreement is terminated by one cardholder as provided herein, the Agreement is terminated as to all cardholders.
13. **Account Rules and Regulations.** Except as changed by this Agreement, all transfers made by use of your Card and secret code are subject to the terms and conditions contained in the signature cards and the applicable customer agreement for your account(s). This Agreement is made as part of that customer agreement.
14. **What Law Applies.** We can delay enforcing any of our rights against you under this Agreement without losing them. This Agreement and all transactions under this Agreement will be governed by the law of the state in which we are domiciled and applicable federal law.
15. **Severability.** If any of the provisions of this Agreement are found to be invalid or unenforceable for any reason, it will not affect any of the other provisions of this Agreement and all the other provisions will remain in effect as if the invalid or unenforceable provisions had never been contained in this Agreement.
16. **Illegal Activity.** You agree not to use your Card to engage in activities deemed illegal by federal and/or state laws, including but not limited to Internet gambling. If you use your Card to engage in certain activities deemed illegal by federal and/or state laws, you understand that you will nevertheless be liable for any authorized transactions made by the use of your Card.

## **SPECIFIC DISCLOSURE INFORMATION REQUIRED BY FEDERAL LAW**

The following disclosures are provided to you in accordance with federal law.

### **1. SERVICES.**

(A) Account Access At Automated Teller Machine Terminals. Your Card and secret code may be used to:

- 1) Withdraw cash from your checking and/or savings account, and make deposits to your checking and/or savings account at our ATM terminals if equipped with a depository function.
- 2) Transfer funds between your checking and savings accounts.

(B) Account Access at Point of Sale Terminals. Your Card and secret code may be used to:

- 1) Transfer funds from your checking account directly to merchants in payment for goods and/or services purchased from merchants that have agreed to accept your Card.
- 2) Find out the balance in your checking account at POS terminals that have an account balance inquiry function. (Some of these service may not be available at all terminals. Only checking accounts may be accessed at POS terminals. You must select in writing and in advance the account(s) you wish to get access to through your Card and secret code (PIN) and we must approve the account(s) that you chose.)

### **2. LIMITATIONS ON DOLLAR AMOUNT OF TRANSFERS.**

(A) ATM Transactions. There is a limit on the amount of cash you can withdraw from our ATM terminals and Shared Network ATM terminals on weekdays, weekends, and holidays. You may withdraw no more than \$1,010 per business day (or \$3,500 without PIN). If you have reached your limit on any weekend day or holiday, no more cash may be withdrawn until the next business day.

(B) Purchase Transactions With PIN. You may use your Card for purchases with PIN at merchant point-of-sale terminals up to \$1,010 on weekdays, weekends, and holidays.

(C) Purchase Transactions Without PIN. You may use your Card for purchases without PIN at a MasterCard® merchant and cash advances without PIN at a financial institution up to \$3,500 on weekdays, weekends, and holidays.

(D) Non-MasterCard® Networks. Your Card has been enabled to use on a non-MasterCard® network and these transactions do not require authentication by a PIN (PIN-Debit Network); The debit card networks for which such transactions are enabled are MASTERCARD®, PLUS®, ACCEL®, MAESTRO®, or CIRRUS®. On non-MasterCard® network transactions without PIN, you may, for example, be required to provide Card information over the phone or Internet, provide information as to your identity, use a point-of-sale terminal, or sign a paper authorization and receipt. On a non-MasterCard® network, you may be required to direct a payment through the network or respond to the network logo, provide information for identity verification, and issue a payment via telephone, Internet, or kiosk. MasterCard's \$0 liability policy does not apply to non-MasterCard® network transactions without PIN, or the recrediting of your account within 5 business days with regard to error resolution procedures.

(E) Limitation on Frequency of Withdrawals and Transfers. The number of withdrawals or transfers, for the time periods above, is determined only by the number of withdrawals or transfers that you make before reaching your periodic withdrawal or transfer limit. In our agreement with you, we have reserved the right to keep your Card and to refuse to make transfers at any time. Also, Shared Network ATM and POS terminals may be closed from time to time.

### **3. FEES.**

(A) Our ATM terminals. We do not charge a transaction fee for use of your Card at our ATM terminals to transfer funds.

(B) Service Charge for Check Card Customers. There is no monthly service charge applied to your accounts for use of your Card.

(C) Lost Card Charge. SimplyBank will charge you \$5.00 to replace a lost Card.

(D) Currency Conversion Charge. You may be charged for a currency conversion or an international service assessment on a foreign transaction using your Card. See Agreement (10. Currency Conversion Exchange Rate) regarding the amount of the charge.

(E) Fees By Others. 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).

The above transaction fees are in addition to any service charges applicable to the account(s) which can be accessed by your Card. Please refer to the applicable customer agreement and fee schedule for your account(s) for details.

### **4. SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFER TRANSACTIONS.**

-Tell us AT ONCE if you believe your Card or secret code has been lost or stolen. 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 or another deposit account that is designated for automatic transfers). If you tell us within 2 business days, you can lose no more than \$50 if someone used your Card and secret code without your permission.

-If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or secret code, and we can prove that we could have stopped someone from using your Card or secret code without your permission if you had told us, you could lose as much as \$500.

(For MasterCard® Check Cardholders Only: There is \$0 liability if you report the loss or theft of the Card. MasterCard's \$0 liability policy applies to U.S.-issued Cards only and does not apply to commercial Cards, ATM transactions, or to PIN transactions not processed by MasterCard®. We may require you to provide a written statement regarding claims of unauthorized transactions. To the extent allowed under applicable law, we may increase the limit of your liability if we determine that you were grossly negligent or fraudulent in the handling of the account or Card.

-Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

### **5. TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER**

If you believe your Card or secret code has been lost or stolen or that someone has transferred or may transfer money from your account or accounts without your permission, call 1-855-775-8400 or write: SimplyBank Deposit Operations, PO Box 310, Dayton TN 37321.

### **6. BUSINESS DAYS.**

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**7. SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS.**

(A) Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using a Terminal. For Purchases and Cash Advances Without PIN, you will get a receipt from the merchant or financial institution for each transaction. You may not receive a receipt if the amount of the transfer is \$25.00 or less.

(B) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 423-775-8400 to find out whether or not the deposit has been made. You will get a monthly account statement (unless there are no transfers in a particular month or if the only possible transfers are direct deposits. In any case you will get the statement at least quarterly.)

(C) Periodic Statements. You will get a monthly account statement concerning your checking account and a monthly account statement covering your savings account unless there are no transfers in a particular month to or from your savings account. In any case, you will get the statement covering your savings account at least quarterly.

**8. RIGHT TO STOP PAYMENT.**

(A) Right To Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how: Call us at 423-775-8400 (after regular banking hours at 1-855-775-8400) or write us at SimplyBank Deposit Operations, PO Box 310, Dayton TN 37321 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (Please see our latest fee schedule or call 423-775-8400 for our stop payment fee for each stop payment.)

(B) Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

(C) Liability For Failure To Stop Payment Of Preauthorized Transfers. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(D) You Cannot Stop Any Payment From A SimplyBank Check Card.

**9. SUMMARY OF OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.**

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 federal 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, or in another deposit account designated for automatic transfers.
- If the transfer would go over the credit limit on your overdraft line.
- If our ATM terminal or Shared Network ATM terminal where you are making the transfer does not have enough cash.
- If the Terminal system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your accounts are subject to a court order or other restriction preventing the transfer.
- If a merchant or financial institution fails to accept the Card.
- There may be other exceptions stated in our agreements with you.

**10. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES.**

We will disclose information to third parties about your account or accounts or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account or accounts for a third party, such as a credit bureau or merchants; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us your written permission.

**11. SUMMARY OF OUR ERROR RESOLUTION PROCEDURE.**

In Case Of Errors Or Questions About Your Electronic Transfers -Telephone us at:1-855-775-8400 or Write us at: SimplyBank Deposit Operations, PO Box 310, Dayton TN 37321 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.

-If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

-We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for POS transactions, transfers initiated outside of the United States, or for transfers during the first 30 calendar days after the first deposit to a newly established account is made) to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days (or 5 business days for MasterCard® Check Cardholders for POS transactions and 20 business days for new accounts, except for non-MasterCard® network transactions without PIN.) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account.

-We will tell you the results within three 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.