

# Welcome to HeritageBank of the South

*Customers of the Auburn branch of AB&T National Bank*



*Customer Reference Guide*



**HeritageBank**  
OF THE SOUTH

# Welcome to HeritageBank of the South

Welcome to the family! At HeritageBank of the South, we appreciate your business and your patience during this conversion. Over the past few months, we have worked hard to make this process as seamless as possible. Pending regulatory approval, the conversion of the Auburn branch of AB&T National Bank will conclude on Monday, July 2nd.

This customer reference guide provides the details on all HBOS products and services, as well as, our policies and practices. This guide contains all the important information regarding your account.

You can count on HeritageBank of the South to bring a dedication to service, efficiency and knowledge to your banking experience. It's a culture we maintain in every community we serve. We are committed to earning your trust. If you have any questions or concerns, please call your local HeritageBank location at 334-321-2265. Thank you.

Sincerely,



O. Leonard Dorminey  
Chief Executive Officer



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## Important Numbers

**Customer Service Center:**  
1.800.227.7989 Ext. 3200  
Hours: 8:30 a.m. - 5:00 p.m. (M-F)  
Saturday: 9:00 a.m.- 12 p.m.

**HeritageLine (Telephone Banking)**  
1.800.635.0307  
(24 Hour account access)

**Lost/Stolen Visa® Check Card**  
1.866.546.8273

*\*Included Insert: Product Map and  
Overdraft Protection Opt-In Form.*

# Important Information

## ON BANK CONVERSION

**Your current branch will be closed on Saturday, June 30th** for the bank conversion. We will reopen at our normal hours on Monday, July 2nd.

### Account Number

Unless we informed you otherwise, your account number remained the same.

### Routing Number

The HeritageBank Routing Number is 261271115.

### Direct Deposits or Automatic Payments

You will need to notify any payroll processors or vendors of the change in your routing number to ensure timely receipt of deposits or payments. If you were notified your account number changed, you will need to communicate this change as well. Enclosed is an instruction sheet to help you with these changes.

**Online Banking** will be unavailable beginning June 29th. Any online payments scheduled on or after June 22nd will need to be paid by other methods. Beginning July 2nd, you will be able to access your HeritageBank Online Banking & Bill Pay. To enroll in online banking, you will need to call the bank 800.227.7989 Ext. 3200 or register online at [www.eheritagebank.com](http://www.eheritagebank.com).

**New Check Cards** will arrive in the mail the week of June 25th. You will receive your new PIN number in a different letter the same week. You can begin using your new card on Monday, July 2nd. Want to recode your PIN number? Visit your local branch.

- ***Begin using your new check card on Monday, July 2nd.***

### Checks

All personal/business checking and savings accounts will be receiving new checks and deposit/withdrawal slips in the mail the week of June 25th. This is a starter pack and you will need to come into the bank to order a full set of checks. HeritageBank of the South will pay up to \$20 of your first order on checking accounts. Your order must be placed by July 30th to receive this discount. Bring any old checks or check cards into the branch and we will be glad to shred those for you.

- ***Begin using your new checks on Saturday, June 30th.***

### Overdraft Protection

You will not be eligible for overdraft protection at HeritageBank of the South before September 28, 2012. An account must be in "good standing" for 90 days with HBOS to be eligible for overdraft protection. If you have a sweep setup to draft your savings in the event your checking account is overdrawn, these sweeps will continue at HeritageBank of the South and no action is required on your behalf. Should you maintain good account standing and wish to be eligible for Overdraft Protection in 90 days from HBOS, you will need to complete the enclosed Opt-In form and return to the bank. (**Green sheet: Personal Accounts Only**) See page 9 for more information.

### Statements

All customers will be mailed a paper statement on Monday, July 2nd. This statement will cover account activity through June 29th.

- ***HeritageBank of the South does not include check images with personal account bank statements. Check images are available through Online Banking. Customers who would like to receive images will need to enroll in HBOS Online Banking at [www.eheritagebank.com](http://www.eheritagebank.com).***

### e-Statements

Those customers currently enrolled in e-Statements will need to download all previous statements prior to June 29th. You will not have access to any previous online statements after June 29th. For this cycle, you will be mailed a paper statement on Monday, July 2nd. This statement will cover account activity through June 29th.

- ***All customers who would like to receive electronic statements will need to enroll online at [www.eheritagebank.com/estatements-enrollment.htm](http://www.eheritagebank.com/estatements-enrollment.htm)***

### Wires

See page 6 for wire instructions.

# Products and Services

## PERSONAL CHECKING

### & SAVINGS

All accounts come with FREE Online Banking & Bill Pay, Mobile Banking and a FREE Visa® Check Card. See page 6 for more information on these services.

#### Smart Choice Checking

A perfect fit if you have a direct deposit, with Smart Choice checking you will enjoy no monthly maintenance fees as long as you have one direct deposit each month.

- Open a Smart Choice checking with only \$100.
- Maintain a monthly direct deposit to avoid a \$7 service charge.
- Receive a \$5.00 discount on a Safe Deposit Box when you setup an automatic debit from your HeritageBank checking account.

#### Heritage Checking

Designed specifically for those 50 and over, Heritage Checking adds value to your banking experience.

- Open a Heritage Checking with \$100.
- Maintain a minimum balance of \$1000 to earn interest.
- Enjoy no monthly service charges.
- FREE personalized checks on Bank specialty paper as long as you have this account.
- FREE American Express Traveler's Cheques (excludes gift cheques and cheques for two).
- Receive \$10.00 discount off any size Safe Deposit Box. Plus, a \$5.00 discount when you setup an automatic debit from your HeritageBank checking account.

#### Checking 101

Listen up students—finally a checking account that speaks your language and meets the demands of your lifestyle. It's free, it's simple and it's perfect whether you are headed to college or on a road trip.

- For students 26 years old and younger.
- The minimum opening balance is \$100.
- 10 FREE Nationwide ATM withdrawals.
- Free Visa® CheckCard.
- Free Mobile Banking.
- Free Online Banking and Bill Pay.
- e-Statement Required.
- Receive a \$5.00 discount on a Safe Deposit Box when you setup an automatic debit from your HeritageBank checking account.

*\*In order to receive 10 Free Nationwide ATM fees, account must maintain e-Statements. When you no longer meet the requirements (e-Statements or age limit), your account will be converted to Smart Choice Checking account; fees may apply. See Fee Schedule for other fees that may be assessed in connection with this account.*

#### Benefit Banking

If you are employed by a HeritageBank of the South Benefit Banking Employer, the Benefit Banking is the ideal checking account for you. This free account earns interest and has all of the essentials services you need.

- Open an account with \$100.
- No monthly service fees.
- Monthly direct deposit and e-Statement are

required.

- Maintain a minimum balance of \$500 to earn interest.
- 5 Free Nationwide ATM withdrawals.
- FREE personalized checks on Bank specialty paper as long as you have this account.
- Receive a \$10.00 discount off any size Safe Deposit Box. Plus, a \$5.00 discount when you setup an automatic debit from your HeritageBank checking account.

*\* If you no longer meet the eligibility requirements you will be notified that the account will be converted to another type of checking account.*

#### Relationship Checking

We want to be the bank of choice for all your financial needs. From college savings accounts to car loans, we have the products and services to meet your needs. And, we value the trust you place in us. It's why we designed a loyalty checking account.

- \$1000 minimum opening deposit.
- Maintain a \$5000 balance or a combined balance of \$25,000 in related checking/money market/savings accounts and loans to avoid a \$20 low balance fee.
- Maintain a balance of \$1000 or more to earn interest.
- Free Monthly Statements with the choice of e-Statement or paper statements.
- 5 Free Nationwide ATM withdrawals.
- FREE personalized checks on Bank specialty paper as long as you have this account.
- Free Official Checks
- Receive a \$10.00 discount off any size Safe Deposit Box. Plus, a \$5.00 discount when you setup an automatic debit from your HeritageBank checking account.

#### Regular Savings

Start saving, have quick access to your money and earn competitive interest with a Regular Savings account.

- Maintain a balance of \$100 or more to earn interest and avoid quarterly balance fee.
- Begin saving with as little as \$100 opening deposit.
- FREE ATM card.
- Use this account as overdraft protection for your checking account. Ask us how.

*\*Federal banking regulations limit you to six pre-authorized, telephone or online transfers per quarter. This includes checks, drafts, or similar orders you make payable to a third party. Additional excessive withdrawal fees may apply. See pricing schedule.*

#### Holiday Savings

When you're saving for something special like a vacation, holiday or shopping spree, a Holiday Savings Account will help you meet your savings goal.

- Open with as little as \$10.
- Maintain a minimum balance of \$100 to earn interest.
- Make two withdrawals during the year without penalty.

*\*Each withdrawal made in excess of two per year will incur an excessive withdrawal fee.*

## Youth Savings

Whether you are saving for your child's future or teaching your child to save, a Youth Savings Account gives your child a financial head start.

- Open with as little as \$25.
- Maintain a minimum balance of \$100 to earn interest.
- Must be under 21.

*\*Federal banking regulations limit you to six pre-authorized, telephone or online transfers per quarter. This includes checks, drafts, or similar orders you make payable to a third party. Additional excessive withdrawal fees may apply.*

## Money Market Advantage

When you want to earn interest, but need your savings to be accessible, a money market is an excellent option.

- Earn interest and avoid a monthly service charge by keeping a balance of \$1,000 or more.
- Earn higher interest as your balance grows. Rates are tiered, so the more you save, the more you'll earn.
- Open with a \$1,000 deposit.
- Receive your first order of checks FREE.

*\*Federal banking regulations limit you to six transfers/withdrawals per monthly statement cycle. May be any combination of transfers, preauthorized transfers, telephonic transfers, withdrawals, checks, drafts or ATM/check card transactions. Excessive withdrawal fees may apply. See pricing schedule included in the book.*

## Certificates of Deposit

Higher interest rates and various terms help you reach your savings goal faster.

- Open with as little as \$500.
- Choose from various terms for greater flexibility in your investment. Terms range from 90 days to 60 months.
- Earn competitive rates. Interest will be compounded and applied to your account quarterly on 12 to 60 month terms. Interest will be paid at maturity on 90 day to 9 month terms.

*\*Early withdrawal fees may apply.*

## Health Savings Plus

From health insurance deductibles and out-of-pocket medical expenses, your HSA is a convenient way to pay for care.

- Free access to HSA online tools and resources.
- Contributions are tax deductible.
- Earnings grow tax free.
- Funds roll over each year.
- Qualified purchases can be made using your HeritageBank Visa® Check Card.
- A deposit of \$25 is needed to open this account.
- Maintain a minimum balance of \$100 to earn interest.
- \$3.50 monthly fee and \$25 initial setup fee.

## IRA or College Education Savings Account

Depending on your income and savings goals, we have the products to meet your needs.

- \$25 to open IRA or CESA.
- \$100 minimum to earn interest.

*\*Early withdrawal penalty applied if the account is closed and not transferred into an IRA plan. Federal law may impose a special penalty tax for the early withdrawal of IRA fund.*

# BUSINESS CHECKING & SAVINGS

## Small Business Checking

- \$100 is the minimum opening deposit.
- Maintain a daily balance of at least \$1,000 throughout the month to avoid a \$7 balance fee.
- 200 free transactions- This includes checks paid, debits, credits and items deposited that post to the account. The account will be charged \$0.25 for every item over 200 per month regardless of balance.

## Business Advantage

Designed for businesses with higher transaction volume.

- \$100 is the minimum opening deposit.
- Maintain a daily balance of at least \$5,000 throughout the month to avoid a \$15 balance fee.
- 400 free transactions - This includes checks paid, debits, credits and items deposited that post to the account. The account will be charged \$0.35 for every item over 400 per month regardless of balance.

## Business Advantage Plus

Ideal for larger companies who have high deposit activity or an interest in earning credits toward their service charges.

- \$100 is the minimum opening deposit
- Service charges for this account are: \$12 monthly maintenance fee; \$0.14 per debit posted; \$0.15 per deposit; \$0.07 per item deposited.
- Monthly earnings credit is indexed at 80% of the 90-day T-Bill rate. This interest credit offsets the service charges. Daily Overdraft Fee: Bank established % is charged on current overdrawn balance each day. Contact Commercial Dept. for current rate.

## Business Investment Checking

- \$5000 is the minimum opening deposit.
- Maintain a daily balance of at least \$2,500 throughout the month to avoid a \$10 balance fee.
- \$5,000 minimum daily balance to earn interest.

## Business Savings

- \$100 to open account.
- Maintain a minimum balance of \$100 to earn interest and to avoid a balance fee.
- Interest is credited to your account each quarter.

*\*Federal banking regulations limit you to six pre-authorized, telephone or online transfers per quarter. This includes checks, drafts, or similar orders you make payable to a third party. Additional excessive withdrawal fees may apply.*

## Business Money Market

When you want to earn interest, but need your savings to be accessible, a money market is an excellent option.\*

- Minimum of \$1,000 to open, earn interest and to avoid monthly maintenance fee.



- Tiered interest rates.
- Easy access to your money.
- First order of checks are FREE.

*\*Up to six transfers/withdrawals per monthly statement cycle. May be any combination of transfers, preauthorized transfers, telephonic transfers, withdrawals, checks, drafts or ATM/check card transactions. Excessive withdrawal fees apply.*

## Business CD

Higher interest rates and various terms will help your business reach its savings goal faster.

- \$500 to open account.
- Terms range from 3 to 60 months.

*\*Penalty may be imposed for early withdrawal.*

## WIRE TRANSFER INSTRUCTIONS

### A. Domestic Wire Transfers (United States)

Wire Transfer to:

HeritageBank of the South, Albany, GA  
Routing Number (ABA) 2612-7111-5

For Credit:

- Customer Name
- Customer Account Number

### B. International Wire Transfers

Wire Transfer to:

Compass Bank, Birmingham, AL  
Routing Number (ABA) 0620-0118-6

For Credit: HeritageBank of the South, Albany, GA  
Account Number 97272840

For further credit to:

- Customer Name
- Customer Account Number

Incoming Wires received by 4:00 p.m. will be executed that day. If received after 4:00 p.m., the request will be completed the next business day.

If you have questions or would like more information, please contact: our Customer Service Center at 229-420-0000.

## Fees:

### Wire Transfers

Domestic Incoming Wire Fee (per transfer)	\$15.00
Domestic Outgoing Wire Fee (per transfer)	\$ 20.00
International Wire Fee (In or Out - per transfer)	\$ 44.00

## CONVENIENT & ONLINE SERVICES

**Available with every  
HeritageBank of the South Account**

### Online Banking & Bill Pay

No matter your schedule, the bank is always available. With online banking you can access your accounts online anytime, view up to the minute account balances, transfer funds between accounts, pay bills electronically and export files directly to your financial software all with the click of a button. **Enroll online at [www.eheritagebank.com](http://www.eheritagebank.com) or call 800.227.7989.**

### Heritage-Line (24 Hour Telephone Banking)

24 hour account access from a touch-tone phone.

- Obtain account balance and history.
- Transfer funds between accounts.
- Hear what checks have cleared.
- Make loan payments.
- Activate/Deactivate Debit Cards.

To Call: 1-800-635-0307

**First Time Users:** You can access immediately! You will have to provide your account number and PIN. If this is your first time accessing Heritage-Line your PIN will be the last four of your Social Security Number.

### Mobile Banking

Mobile Banking puts the bank in your pocket. With Internet service from your wireless provider, you can access your bank account anywhere you take your cell phone.

**Enroll online at [eheritagebank.com](http://eheritagebank.com) or call 800.227.7989.**

*\*iPhone App available at iTunes or [eheritagebank.com](http://eheritagebank.com)*

### e-Statements

e-Statements are an electronic version of the paper statement. Every month you'll receive an email letting you know that your statement is ready to view, print or save.

**Enroll online at [eheritagebank.com](http://eheritagebank.com) or call 800.227.7989.**

### Visa® Check Cards

Check Cards are more convenient than cash and safer than checks. HeritageBank check cards are accepted every where VISA is accepted.

### Direct Deposit

Completely electronic, direct deposit is a free service. Your employer is able to schedule your paycheck to be deposited directly to your bank account, so your money is available immediately. It reduces the chance of your check becoming lost or stolen.

# ONLINE BANKING INSTRUCTIONS

Life is busy! So, get your banking to go. Sign up for online banking, mobile banking and e-Statements. Below are the step by step instructions to get you enrolled in these free services. If you have any questions, please come in and see us or call us at 800.227.7989.

## Online Banking

HeritageBank Online Banking and Bill Pay is the fastest, most convenient way to access your accounts, transfer funds and pay your bills online. You can sign on anytime and you can bank anywhere you have access to the Internet—from home, work or even the road.

### Getting Started: Enrollment

- Go to HeritageBank's website, [www.eheritagebank.com](http://www.eheritagebank.com)
- Enter the Online Banking User ID and Online Banking Password
- The initial user ID will be assigned by HeritageBank. Log on to [eheritagebank.com](http://eheritagebank.com) to enroll in Online Banking and request an ID or call us at 800.227.7989. The initial Password is the last 4 digits of your Social Security Number. You will be prompted to change your password the first time you log in.
- Click "Submit"

### Password Reset

It is possible to reset your password without contacting HeritageBank.

- To enable this option, select the "Option" menu while in Online Banking
- Verify your e-mail address is correct. If not, enter a correct address
- Enter a "Password Reset Question" and a "Password Reset Answer" in the fields provided
- Select "Submit"

In the event you are locked out of your Online Banking:

- Select the "Reset Password" option from the login screen
- You will receive an email from NETTELLER providing a link. Open the link to answer to your "Password Reset Question"
- If the response is correct, you will be asked to enter a new password
- You can then log in using the new password.

## Online Bill Pay

Whether you want to pay your mortgage or your doctor, our FREE online Bill Pay feature lets you pay bills quickly, easily and securely. Pay your bills, send a check, schedule a recurring payment - you have the power.

### Getting Started

- Go to HeritageBank's website, [www.eheritagebank.com](http://www.eheritagebank.com)
- Enter the Online Banking User ID and Online Banking Password
- Click on the "Bill Payment" tab at the top of the page.

### Setting Up Your Account

- Click "Add Account". A drop down list of your accounts will appear in the middle of the screen.
- Select the account you would like to use.

### Setting Up Payees

- Select the "Add Payees" tab. Enter your creditor's information.
- Click "Search". The system will search for the creditor's information. If it is available, payments will be made electronically. If it is not available, HeritageBank will send a check.

### View Payee List

- The "Payee" Option displays all of the payees you have. You can edit or delete these payees from here at any time.

### Set Up Payments

- After completing "Payees" information, you can set up recurring or one-time (Quick) payments.

### Payments

- Select "New Payment" option
- If you have more than one checking account, click on the account you wish to use for this payment and the Payee from the drop-down menus.
- Enter the dollar amount of the payment.
- Enter any memo information. Memo information is transmitted with check payments only. Any characters over 40 will be cut off.
- Select the frequency of the payment from the drop-down menu.
- Enter the payment date.
- Then enter payment description. This will help you identify this payee. This field may be left blank.
- Click "Submit".

### View Payment History

- Select "Main" Tab and "History" Option to view payment history.

### For more detailed instructions:

- Visit our website, [www.eheritagebank.com](http://www.eheritagebank.com)
- Select "Brochures and Disclosures".
- Look for "User Guides" & select "Online Bill Pay".

## Mobile Banking

With Internet service from your wireless provider, you can access your bank account anywhere you take your cell phone.

### Sign up (Must be first enrolled in online banking.)

- Log-in to your online banking account at [www.eheritagebank.com](http://www.eheritagebank.com)
- Select the "Mobile Settings" option from the Options Menu.
- Choose the accounts you would like to access from your cell phone.
- Enter your cell phone number and the wireless provider you use.
- You'll receive a text message confirming your enrollment and you will be instructed to use the URL, <http://www.airteller.com/hbos>
- Your ID and password will be the same as online banking.

## 2012 FEE SCHEDULE

Listed below are fees associated with our deposit accounts and services. For additional information, please contact a Personal Services Officer toll free at 800.227.7989, Ext. 3200.

### PERSONAL/ BUSINESS SAVINGS

#### Regular Savings/Business Savings Account

Minimum Balance to Earn Interest	\$100.00
Excessive Withdrawals	\$3.50
per withdrawal/debit after 6 per quarterly cycle	
Low Balance	\$7.00
per quarter if balance drops below \$100.00.	

#### Holiday Savings Account

Minimum Balance to Earn Interest	\$100.00
Excessive Withdrawals	\$19.00
after 2 withdrawals a year	
Not subject to early closure charge.	

#### Youth Savings Account

Minimum Balance to Earn Interest	\$100.00
Excessive Withdrawals	\$3.50
per withdrawal/debit after 6 per quarterly cycle.	

#### Health Savings Plus Account

Minimum Balance to Earn Interest	\$100.00
Monthly Fee	\$3.50
First Time Setup Fee	\$25.00

#### Money Market/

#### Business Money Market Account

Minimum Balance to Earn Interest	\$1,000
Balance Fee	\$10.00
per statement cycle if balance drops below \$1,000	
Excessive Withdrawals	\$8.00
per withdrawal if more than 6 per monthly cycle.	

### PERSONAL/BUSINESS CHECKING

#### Smart Choice Checking Account

Service Charge	\$7.00
per statement if customer doesn't have a direct deposit.	

#### Heritage Checking Account (50 and over)

Minimum Balance to Earn Interest	\$1,000
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#### Relationship Checking Account

Minimum Balance to Earn Interest	\$1,000
Balance Fee	\$20.00
\$20 Balance fee will be imposed if the ledger balance in the account falls below \$5000 or the average ledger balance in any combination of related checking, money market, savings, loan or line of credit account falls below \$25,000 per statement cycle.	

#### Small Business Checking

Low Balance	\$7.00
per statement cycle if balance drops below \$1,000.	
Transactions: \$0.25 per transaction (debit/credit, items deposited) in excess of 200. Overdraft: Bank established % is charged daily on overdrawn balances. Contact Commercial Department for current rate.	

#### Business Advantage Checking

Low Balance	\$15.00
if balance drops below \$5,000.00 during statement cycle.	
Transactions: \$0.35 per transaction (debit/credit, items deposited) in excess of 400. Overdraft: Bank established % is charged daily on overdrawn balances. Contact Commercial Department for current rate.	

### Business Advantage Plus

Monthly Service	\$12.00
Transaction Schedule: \$0.14 per Debit/Check item, \$0.15 per deposit and \$0.07 per item deposited. Overdraft: Bank established % is charged daily on overdrawn balances.	

### MISCELLANEOUS SERVICE SCHEDULE

#### Overdraft Service Fees

NSF Paid Overdraft Fee	\$ 35.00
NSF Returned Item Fee (up to 6 per day)	
<i>-Applies to checks, drafts, ATM, POS, ACH or any other withdrawal that could overdraw the account by \$10 or more.</i>	
Overdrawn Account Fee	\$ 1.00
(after 5 days on all savings accounts)	
Sweep Fee (per month)	\$ 125.00
Return Item Fee for Deposited Items	\$ 10.00
Overdraft Collection Fee	\$ 30.00
Overdraft Transfer Fee (per transaction)	\$ 8.00

#### Safe Deposit Box Fees

3 x 5 Box (annual fee)	\$ 25.00
5 x 5 Box (annual fee)	\$ 40.00
3 x 10 Box (annual fee)	\$ 50.00
5 x 10 Box (annual fee)	\$ 70.00
10 x 10 Box (annual fee)	\$ 80.00
Rental Late Fee (past due 30 days)	\$ 20.00
Drilling of Box Fee	\$125.00
Replacement Key Fee (1 key) only	\$ 25.00

#### Foreign Monetary Fees

Available Upon Request

#### Checks and Check Printing

Check Printing (fee depends on style of check)	Varies
Travelers Check Fee (per \$100)	\$ 2.00
Travelers Checks for Two Fee (per \$100)	\$ 2.50
Cashier's Check Copy Fee	\$ 5.00
Cashier's Check Fee	\$ 8.00
Counter Checks (package of 10)	\$ 5.00
Check Copy Fee (per copy)	\$ 6.00

#### ATM/Check/Pre-paid Cards

Foreign ATM Transaction/Inquiry Fee	\$ 2.50
(Nonproprietary)	
ATM/Visa CheckCard Replacement Fee	\$ 5.00
ATM/Visa CheckCard PIN Replacement Fee	\$ 5.00
Deluxe Visa Gift Card	\$ 3.95

#### Other Account Fees

Stop Payment Fee	\$ 35.00
Statement Copy Fee (per statement)	\$ 6.00
Inactive/Dormant Account Fee	\$ 60.00
Account Reconciliation Fee (per hour)	\$ 30.00
IRS Notification of Invalid TIN/SSN	\$ 50.00
(per account/per year)	
Early Closure Fee	\$ 25.00
(if account closed within 90 days of opening)	
Account Research Fee (per hour)	\$ 30.00
Account Confirmation Fee	\$ 30.00
Garnishment Fee/Tax Levy Fee	\$100.00

(continued on page 9)



### Wire Transfers

Domestic Incoming Wire Fee (per transfer)	\$ 15.00
Domestic Outgoing Wire Fee (per transfer)	\$ 20.00
International Wire Fee (In or Out - per transfer)	\$ 44.00

### Currency Processing Services

Coin Counting Machine	8% of coin counted
Currency & Coin Processing (Deposited/Supplied)	\$ 0.10 per \$100

### Night Deposit Services

Night Deposit Replacement Key (per key)	\$ 25.00
Night Deposit: Disposable Bags (per bag)	\$ 0.50

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## OVERDRAFT SERVICES

At times, unanticipated expenses or unforeseen problems can leave you with too little cash in your checking account. At HeritageBank, we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. However, we do want to save you from the additional merchant fees and possible damage to your credit history that might result if a check is returned. That's why we provide CheckProtect, a special overdraft protection service for consumer accounts only.

### How does it work?

We are not obligated to pay any item if your account does not contain sufficient funds; however, as long as your account remains in "good standing", we may approve your overdraft items within the limit.

### Good Standing

For overdraft privilege consideration, your account is in "good standing" if you make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including payment of bank fees), avoid excessive overdrafts and there are no legal orders, levies or liens against your account.

### How soon can I use CheckProtect?

New accounts are not eligible for overdraft protection for the first 90 days the account is open. You will receive notification by mail of your enrollment in CheckProtect.

### What does CheckProtect cost?

You will be charged an overdraft fee of \$35 for overdrawn items, up to 6 per day. Overdrawn items can be checks, debit card transactions, ATM withdrawals and other electronic payments.

### Notifications of Use

You will receive an overdraft notice in the mail each time items are paid. The notice will show the item, amount and the overdraft fee. You will need to subtract the total fees when balancing your checkbook.

**What is the limit?** \$750 is the overdraft limit

### What if I do NOT want CheckProtect?

Overdraft protection is your choice and at anytime you can have this service removed from your checking account. To cancel, please call (800) 227-7989, ext. 3200 or visit your local branch.

### Other Overdraft Protection Options

The best way to avoid overdrafts and fees is to keep track of your account balance by entering all items in your register, reconcile your check book regularly and manage your finances responsibly. However, if a mistake occurs, HeritageBank offers other options with similar protection and smaller fees. For instance, a sweep from a savings account. In this case, funds are pulled from the savings account to cover the insufficient funds in the checking account. A \$8 fee will be assessed per transaction. This is a savings of \$27 compared with CheckProtect. Please speak with a HeritageBank representative if you are interested in other overdraft protection options.

<b>FACTS</b>	<b>What does Heritage Financial Group, Inc., including HeritageBank of the South (hereinafter collectively known as "Heritage") do with your personal information?</b>
<b>Why?</b>	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.
<b>What?</b>	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 • Credit History • Account Balances • Transaction History • Assets • Income • Employment Information
<b>How?</b>	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 Heritage chooses to share; and whether you can limit this sharing.

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

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 229.420.0000 or 800.227.7989 — ask to speak with a service representative.</li> <li>• Mail in the form below</li> </ul> <p>Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. However, you can contact us at any time to limit sharing. When you are no longer our customer, we may continue to share your information as described in this notice.</p>
<b>Questions?</b>	Call 229.420.0000 or 800.227.7989 or visit a HeritageBank of the South location.

#### Mail-in Form

Do **NOT** share my personal information for either of the following:

a. Heritage marketing purposes, or b. Joint marketing with other financial companies

<b>If you have a joint account, your choice will apply to everyone on your account.</b>	Name: _____
	Address: _____
	City: _____ State: _____ Zip: _____
	Account # ('s): _____

Mail to: HeritageBank Customer Service, P.O. Box 50728, Albany, GA 31703

#### Who we are

Who is providing this notice?	Heritage Financial Group, Inc. including HeritageBank of the South (hereinafter collectively known as "Heritage")
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#### What we do

How does Heritage protect my personal information?	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 secure files and buildings.
How does Heritage collect my personal information?	We collect personal information, for example, when you • Open An Account • Apply For A Loan • Enter Into An Investment/Advisory Contract • Make A Wire Transaction • Make Deposits or Withdrawals from your Account OR We also collect your personal information from others, such as credit bureaus or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes — information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on the account.

#### Definitions

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. • Heritage does not share with affiliates
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial or non-financial companies. • Heritage does not share with non-affiliates so they can market to you
<b>Joint marketing</b>	A formal agreement between financial companies that together market financial products and services to you. Our joint marketing partners include: • Insurance Companies • Credit Card Companies

# Notices and Disclosures

## TRUTH IN SAVINGS

### DISCLOSURES

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular. We reserve the right to at any time require not less than 7 days notice in writing before any withdrawal from an interest bearing account. *Please note: Rates are printed on a separate sheet inserted in this booklet. The interest rates and annual percentage yields stated are accurate as of the date printed. Rates are subject to change. If you require more information, please call us at 800.227.7989.*

#### Smart Choice Checking

**Minimum Balance Requirements:** To open this account, you must deposit at least \$100.00. To avoid the imposition of the service charge you must have a direct deposit credited to your account during each statement cycle. A service charge of \$7.00 will be imposed every statement cycle in which the account does not have a direct deposit. The period we use is monthly statement cycle. See Fee Schedule for other fees that may be assessed in connection with this account.

#### Checking 101

**Minimum Balance Requirements:** To open this account, you must deposit at least \$100.00. **Eligibility Requirements:** To open this account, you must be 26 years of age or younger and have a valid student ID card. In addition, you must receive your monthly statement electronically. **Fees:** Eligibility requirement must be met in order to receive 10 Free Nationwide ATM fees. When you no longer meet the requirements (e-Statements or age limit), your account will be converted to a Smart Choice Checking account; fees may apply. See Fee Schedule for other fees that may be assessed in connection with this account.

#### Heritage Checking

This account has a variable rate. Your interest rate and annual percentage yield may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum balance requirements:** To open this account you must be at least 50 years of age and you must deposit at least \$100.00. To obtain the annual percentage yield disclosed, you must maintain a minimum balance of \$1,000.00 in the account each day. The period we use is monthly statement cycle. **Compounding and Crediting:** Frequency- Interest will be compounded monthly. Interest will be credited monthly. Effect of closing an account- If you close your account before interest is credited,

you will not receive the accrued interest.

**Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle in the account each day. **Accrual of Interest on Non-cash deposits:** Interest begins to accrue the business day you deposit non cash items (example, checks) **Additional Terms:** For rates that apply to this account see insert. See fee schedule for other fees that may be assessed in connection with this account.

#### Relationship Checking

This account has a Variable Rate. The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum balance requirements:** To open this account you must deposit at least \$1000.00. To avoid the imposition of the balance fee you must meet the following requirements: A balance fee of \$20.00 will be imposed every monthly statement cycle if (1) the balance in the account falls below \$5000.00 or (2) if the average ledger balance in any combination of related checking, money market, savings account, loan or line of credit account falls below \$25,000.00. Related is defined as common ownership of the primary or joint account holder of account and/or borrower or co-borrower. The Average Ledger balance calculation is the sum of the daily balance in the accounts divided by the number of days in the period. The period we use is the monthly statement cycle. **To obtain the annual percentage yield disclosed,** you must maintain a minimum balance of \$1000.00 in the account each day. **Compounding and Crediting:** Frequency- Interest will be compounded monthly. Interest will be credited monthly. Effect of closing an account- If you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** We use the Average Daily Balance Method to calculate interest in your account. This method applies a daily periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account each day of the period and dividing that figure by the number of days in the period. **Accrual of Interest on Non-cash deposits:** Interest begins to accrue the business day you deposit non cash items (example, checks) **Additional Terms:** Tiered rates apply to this account: See inserted rate sheet. See fee schedule for other fees that may be assessed in connection with this account.

#### Benefit Banking

This account has a variable rate. Your interest rate and annual percentage yield may change. **Determination of Rate:** At our discretion, we

may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum balance requirements:** To open this account you must deposit at least \$100.00. **Eligibility Requirements:** To open this account, you must meet the following requirements: (1) be employed by a HBOS Benefit Banking Employer, (2) have a direct deposit credited to your account during each statement cycle, and (3) you must receive your monthly statement electronically. If you fail to meet the requirement, your account will be converted to another type of checking account, fees may apply. To obtain the annual percentage yield disclosed, you must maintain a minimum balance of \$500.00 in the account each day. The period we use is monthly statement cycle. **Compounding and Crediting:** Frequency- Interest will be compounded monthly. Interest will be credited monthly. Effect of closing an account- If you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle in the account each day. **Accrual of Interest on Non-cash deposits:** Interest begins to accrue the business day you deposit non cash items (example, checks) **Additional Terms:** For rates that apply to this account see insert. See fee schedule for other fees that may be assessed in connection with this account.

### Money Market

This account has a Variable Rate. The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum Balance Requirements:** To open this account, you must deposit at least \$1,000.00. To avoid the imposition of the monthly service fee you must meet the following requirements: A balance fee of \$10.00 will be imposed every monthly statement cycle if the balance in the account falls below \$1,000.00 any day of the month. To obtain the annual percentage yield disclosed: You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield. The period we use is monthly statement cycle. **Compounding and Crediting:** Frequency- Interest will be compounded monthly. Interest will be credited monthly. Effect of closing an account- if you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle in the account each day. **Accrual of interest on non-cash**

**deposits:** Interest begins to accrue the business day you deposit non-cash items (for example, checks) **Transaction Limitations:** During any monthly cycle you may not make more than 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. **Additional Terms:** Tiered rates apply to this account: See inserted rate sheet. An item service fee of \$8.00 will be assessed per each withdrawal/debit after 6 per monthly cycle. We may refuse a transfer that exceeds the limit, assess a fee or request that you close your account. See fee schedule for additional or other fees that may be assessed in connection with this account.

### Youth Savings

This account has a Variable Rate. The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum Balance Requirements:** To open this account, you must deposit at least \$25.00. To obtain the annual percentage yield disclosed: You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield. The period we use is calendar quarter. **Compounding and Crediting:** Frequency- Interest will be compounded quarterly. Interest will be credited quarterly. **Effect of closing an account-** if you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle in the account each day. The period we use is calendar quarter. **Accrual of interest on non-cash deposits:** Interest begins to accrue the business day you deposit non-cash items (for example, checks). **Transaction Limitations:** During any quarter you may not make more than 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. **Additional Terms:** Tiered rates apply to this account: See inserted rate sheet. A debit fee of \$3.50 will be assessed per each withdrawal/ debit after 6 per quarterly statement cycle. We may refuse a transfer that exceeds the limit, assess a fee or request that you close your account. See fee schedule for additional or other fees that may be assessed in connection with this account.

### Regular Savings

This account has a Variable Rate. The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest

rate and annual percentage yield for these tiers may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum Balance Requirements:** To open this account, you must deposit at least \$100. To avoid imposition of fees: To avoid the imposition of balance fees you must meet the following requirements: A fee of \$7.00 will be imposed every quarter if the balance in the account falls below \$100.00 any day of the quarter. The period we use is quarterly. **To obtain the annual percentage yield disclosed:** You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield. **Compounding and Crediting:** Frequency- Interest will be compounded quarterly. Interest will be credited quarterly. **Effect of closing an account-** if you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle in the account each day. The period we use is calendar quarter. **Accrual of interest on non-cash deposits:** Interest begins to accrue the business day you deposit non-cash items (for example, checks). **Transaction Limitations:** During any quarter you may not make more than 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer or by check, draft, debit card or similar order to a third party. **Additional Terms:** Tiered rates apply to this account: See inserted rate sheet. A debit fee of \$3.50 will be assessed per each withdrawal/debit after 6 per quarterly statement cycle. We may refuse a transfer that exceeds the limit, assess a fee or request that you close your account. See fee schedule for additional or other fees that may be assessed in connection with this account.

### Health Savings Plus

This account has a Variable Rate. Your interest rate and annual percentage yield may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of Rate Change:** We may change the interest rate on your account at any time. **Minimum Balance Requirements:** To open the account, you must deposit at least \$25.00. To obtain the annual percentage yield disclosed, you must maintain a minimum balance of \$100.00 each day. The period we use is monthly statement cycle. **Compounding and crediting:** Frequency- Interest will be compounded monthly and interest will be credited monthly. **Effect of closing an account-** If you close your account before interest is credited you will not receive the accrued interest. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we

use is monthly statement cycle. **Accrual of interest on non-cash deposits:** Interest begins to accrue the business day you deposit non cash items (for example, checks). **Additional terms:** See Health Savings Account Application and Disclosure. A set up fee of \$25.00 will be assessed when account is opened and a base fee of \$3.50 will be assessed each month.

### Holiday Savings

This account has a variable rate. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum Balance Requirements:** To open the account, you must deposit at least \$10.00. To obtain the annual percentage yield disclosed, you must maintain a minimum balance of \$100.00 in the account each day. The period we use is calendar quarter. **Compounding and Crediting:** Frequency- Interest will be compounded quarterly. Interest will be credited to your account on the calendar quarter. **Effect of closing an account:** If you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The period we use is calendar quarter. **Accrual of interest on non-cash deposits:** Interest begins to accrue the business day you deposit non cash items (for example, checks). **Additional Terms:** A service charge of \$19.00 will be assessed after 2 free withdrawals per year. See fee schedule for additional or other fees that may be assessed in connection with this account.

### Small Business Checking

**Minimum Balance Requirements:** To open this account, you must deposit at least \$100.00. To avoid the imposition of the balance fee you must meet the following requirements: A balance fee of \$7.00 will be imposed every monthly statement cycle if the balance in the account falls below \$1,000.00 any day of the monthly cycle. The period we use is monthly cycle. **Account Specific Fees:** Transaction Fee: \$0.25 per transaction (checks paid, debits, credits and items deposited) in excess of 200. Daily Overdraft Fee- Bank established % charged on current overdrawn balances each day. Contact commercial dept. for current rate. See Fee Schedule for other fees that may be assessed in connection with this account.

### Business Advantage Checking

**Minimum Balance Requirements:** To open this account, you must deposit at least \$100.00. To avoid the imposition of the balance fee you must meet the following requirements: A balance fee of \$15.00 will be imposed every monthly statement cycle if the balance in the account falls below \$5,000.00 any day of the monthly cycle. The period



we use is monthly cycle. **Account Specific Fees:** Transaction Fee: \$0.35 per transaction (checks paid, debits, credits and items deposited) in excess of 400. See Fee Schedule for other fees that may be assessed in connection with this account. **Daily Overdraft Fee:** Bank established % is charged on current overdrawn balance each day. Contact Commercial Dept. for current rate. See Fee Schedule for other fees that may be assessed in connection with this account.

### **Business Advantage Plus Checking**

**Credit Against Fees:** This account earns credit that may be applied against monthly account activity charges. If the amount of credit exceeds the amount of these fees you will not receive credit for the difference. The earnings credit will be calculated by applying the 80% rate of 90 day T-Bill to the average collected balance in the account for each statement cycle. The current earnings credit rate for this account is .50%. To open this account, you must deposit at least \$100.00. **Account Specific Fees:** A monthly service fee of \$12.00 will be imposed on this account. Plus, a per check/debit fee of \$0.14 per item, \$0.15 per deposit and \$0.07 for each item deposited will be assessed on this account. **Daily Overdraft Fee:** Bank established % is charged on current overdrawn balance each day. Contact Commercial Dept. for current rate. See Fee Schedule for other fees that may be assessed in connection with this account.

### **Business Money Market**

This account has a Variable Rate. The interest rate for your account depend upon the applicable rate tiers. The interest rates may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum Balance Requirements:** To open this account, you must deposit at least \$1,000.00. To avoid the imposition of the monthly maintenance fee you must meet the following requirements: A low balance fee of \$10.00 will be imposed every monthly statement cycle if the balance in the account falls below \$1,000.00 any day of the month. **Balance to obtain earnings:** You must maintain the minimum daily balance of \$1000.00 in the account to obtain the disclosed rates. The period we use is monthly statement cycle. **Compounding and Crediting:** Frequency- Interest will be compounded monthly. Interest will be credited monthly. **Effect of closing an account:** If you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle in the account each day. **Accrual of earnings on non-cash deposits:** Earnings begin to accrue the business day you deposit non-cash items (for example, checks). **Transaction Limitations:** Transfers from this account to another account or to third parties by

means of preauthorized, automatic or telephonic transfers are limited to 6 per monthly cycle. If you exceed the transfer limitations set forth above during any monthly statement cycle, your account may be assessed a fee, suspended or request you to close the account. We reserve the right at any time to require not less than 7 days notice in writing before any withdrawals are made. **Account Specific Fees:** See Fee Schedule for other fees that may be assessed in connection with this account. Excessive withdrawal fee- \$8.00 per withdrawal/ debit if more than 6 per monthly statement cycle. **Additional Terms:** Tiered rates apply to this account: See inserted rate sheet.

### **Business Investment Checking**

This account has a Variable rate. The interest rate for your account depend upon the applicable rate tiers. The interest rates may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of Rate Change:** We may change the interest rate on your account at any time. **Minimum Balance Requirements:** You must deposit at least \$5,000 to open. To avoid the imposition of the service charge, you must meet the following requirement(s): A service charge of \$10.00 will be imposed every monthly statement cycle if the balance in the account falls below \$2500.00 any day of the monthly statement cycle. **Balance to obtain earnings:** To obtain the disclosed rates, you must maintain the minimum daily balance of \$5,000.00. **Compounding and Crediting:** Interest will be compounded monthly. Interest will be credited monthly. **Effect of closing an account:** If you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** We use the daily computation method which applies a daily periodic rate to the principal balance for each day. **Accrual of earnings on non-cash deposits:** Earnings begin to accrue the business day you deposit non-cash items (for example: checks). We reserve the right at any time to require not less than 7 days notice in writing before any withdrawals are made. **Account Specific Fees:** See Fee Schedule for other fees that may be assessed in connection with this account. **Additional Terms:** Tiered rates that apply to this account: See inserted rate sheet.

### **Business Savings**

This account has a Variable Rate. The interest rate for your account depend upon the applicable rate tiers. The interest rates may change. **Determination of Rate:** At our discretion, we may change the interest rate on your account. **Frequency of rate change:** We may change the interest rate on your account at any time. **Minimum Balance Requirements:** To open this account, you must deposit at least \$100. To avoid imposition of fees: To avoid the imposition of the low balance fee you must meet the following requirements: A balance fee of \$7.00 will be imposed every quarter if the balance in the account falls below \$100.00 any

day of the quarter. **Balance to obtain earnings:** You must maintain the minimum daily balance of \$100.00 in the account to obtain the disclosed rates. **Compounding and Crediting:** Frequency-Interest will be compounded quarterly. Interest will be credited quarterly. **Effect of closing an account-** if you close your account before interest is credited, you will not receive the accrued interest. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle in the account each day. The period we use is calendar quarter. **Accrual of earnings on non-cash deposits:** Earnings begin to accrue the business day you deposit non-cash items (for example, checks) **Transaction Limitations:** We reserve the right at any time to require not less than 7 days notice in writing before any withdrawals are made. Transactions from this account to another account or to a third party by means of preauthorized, automatic, telephone transfers are limited to 6 per month per regulation. If you exceed these limits we may assess a fee, suspend the account or request you to close the account. **Additional Terms:** Tiered rates apply to this account: See inserted rate sheet. An excessive withdrawal fee of \$3.50 will be assessed per each withdrawal/debit after 6 per quarterly statement cycle. See fee schedule for additional or other fees that may be assessed in connection with this account.

## Certificate of Deposits

**Fixed Rate:** The interest rate and annual percentage yield for your time deposit is reflected on the certificate provided at time of account opening. **Compounding and Crediting:** Frequency-Interest paid at maturity for CDs with a term of less than one year and interest compounded and paid quarterly for terms one year or greater. **Minimum Balance Requirements:** To open an account you must deposit at least \$500.00. To obtain the Annual Percentage Yield disclosed you must maintain a minimum balance of \$500.00 in the account each day. **Balance Computation Method:** Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principle in the account each day. **Accrual of Interest on Non-cash Deposits:** Interest begins to accrue on the business day you deposit non-cash items (for example, checks). **Maturity Date:** Your account maturity date is reflected on the certificate provided at time of account opening. **Early Withdrawal Penalty:** A penalty may be imposed for withdrawals before maturity. The penalty will be equal to: For CD terms of 90 days to 36 months, the penalty will be equal to 50% of the interest for the term. For CD terms over 36 months, penalty will be equal to 18 months of the interest. The interest rate we will use to calculate interest forfeiture will be the current certificate rate. **Minimum Balance Accounts:** We reserve the right to treat any withdrawal which would reduce the balance remaining in the account

below the required minimum initial deposit or minimum balance as a withdrawal of the entire account balance and calculate the amount of the penalty accordingly. In certain circumstances, such as death or incompetence of the account owner, the law permits or in some cases requires the waiver of the early withdrawal penalty. Other exceptions may also apply for example if this is part of an IRA or other tax-deferred savings plan. **Additions to Account:** You may not make deposits into your account until maturity. **Renewal Policy:** If your CD is auto-renewable it will auto renew at the time of maturity. See attached insert sheet for the new term of your HeritageBank of the South CD. If you have a single maturity CD it will not auto renew. You will receive a letter by mail at the time of maturity advising you of your renewal options. You have 30 days to renew or close CD. After this time, your CD will no longer earn interest. **Additional Terms:** This account may not be transferred and may not be assigned without our written consent.

## Safe Deposit Boxes

A \$20 late fee will be charged if we do not receive your safe deposit box rent payment within 30 calendar days following the day your safe deposit box rent is due. See fee schedule for additional or other fees that may be assessed in connection with this account.

# DEPOSIT AGREEMENT

This Deposit Agreement governs all deposit accounts (including non-negotiable certificate accounts) established with HeritageBank of the South. The words “we, our, and us” refer to HeritageBank of the South. The words “you, your, and depositor” refer to the account owner or each joint owner identified on the signature card or other account documents and each of their legal representatives. Please read this information carefully and keep it with your other account records. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

## 1. Ownership of Accounts

**Joint Accounts:** An account having more than one owner is called a joint account. Each owner of a joint account agrees that all cash and items deposited to the account shall be owned by them as joint tenants with right of survivorship and not tenants in common. Each joint owner is bound by all of the terms and conditions of this Deposit Agreement. Each joint owner is authorized to order the payment, withdrawal, or transfer of funds on deposit in a joint account. Each joint owner agrees that we may follow the orders or instructions of anyone of the joint owners without becoming liable to the others. We are authorized, but not obligated, to honor an order from a joint owner even though it may create an overdraft in the account, and all joint owners are responsible for all orders and overdrafts created by any joint owner. We are authorized to deposit to any joint account, with or without endorsement, any check or other instrument payable to anyone of the joint owners, or, at our discretion, with a joint owner's endorsement supplied by us. Each joint owner appoints each and all other joint owners as attorney or agent with full power to pledge to us all or any part of the funds in the account as security and to deposit into the account money or instruments of the others, and for that purpose to endorse any instrument payable to anyone or more of the joint owners. Upon the death of any joint owner(s), the deposits in any joint account will be payable to the surviving account holder(s), who shall be empowered freely to draw on the account. This power is subject to our right to set off against the account for amounts owed by the deceased joint owner(s). We are authorized but not obligated, to stop withdrawals or other payments from a joint account if we receive written instructions from anyone of the joint owners stating that no further withdrawals from the account should be permitted. We are not obligated to notify any joint owner regarding any changes made to the account or any actions of any other joint owner. We reserve the right to require written consent of all owners for any change to or termination of an account. **Trust Accounts:** A trust account is an

account held in the name of one or more parties, in trust for one or more beneficiaries. We have no obligation with regard to the proper application of any funds withdrawn or transferred from a trust account. Any trustee(s) may make withdrawals of available funds or close the account at any time (subject to any applicable early withdrawal penalties or limitations). Upon the death of the trustee, or all trustees if there is more than one, the funds on deposit shall belong to the beneficiary or beneficiaries or successor trustees. We have no responsibility to notify any beneficiaries of the death of the trustee(s), and we may require the production of legal documents acceptable to us before releasing the funds on deposit to the beneficiary or beneficiaries. **Irrevocable Medically Needy/Qualified Income Trust Accounts (Miller Trusts):** The following special provisions apply only to accounts owned by Irrevocable Medically Needy/Qualified Income Trusts (QIT) under the Medicaid program. To the extent that these special provisions are inconsistent with or contrary to any other provisions of this Deposit Agreement, these special provisions shall govern as to QIT accounts. A QIT account shall bear no interest. Any service charges or fees associated with the account may be billed or charged to the QIT Trustee but may not be deducted from the account balance. We waive all rights of setoff we might otherwise have against a QIT account. All of our QIT account documents, including QIT account checks, shall describe the owner of the account as [name of Grantor-Beneficiary] Irrevocable Medically Needy/Qualified Income Trust. The only authorized signatories on a QIT account shall be the Trustee or Trustees of the QIT. A QIT account shall not have a payable on death provision. No credit cards or debits cards shall be issued on a QIT account. No QIT account shall be opened unless we are first provided a copy of the executed QIT agreement and documents which verify, to our satisfaction, the identity of the Trustee or Trustees. Monthly QIT account statements shall only be provided to one Trustee as designated in the documents establishing the account. **Business and other non-personal accounts:** If the depositor is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity, each person signing the signature card or other account documents represents and agrees that 1) such person is fully authorized to execute all documents in the capacity stated therein; 2) such person has furnished all documents necessary to evidence that authority; and 3) the depositor will furnish any other documents in such form as we may request from time to time. We are not required to recognize any resolution affecting the account that is not on our form. Any change in authorized signers will not be effective against us until three (3) business days after our receipt of the documents effecting the change.

## 2. Powers of Attorney

We are not required to recognize any power of attorney to act on an account. If we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We also reserve the right to restrict the types or sizes of transactions we will permit an attorney-in-fact to conduct, on a case-by-case basis, and shall require the attorney-in-fact to present the original power of attorney before conducting any transaction. We have no duty to inquire about the use or purpose of any transaction made by the attorney-in-fact. A person acting under a power of attorney is not an owner of an account, no funds in the account belong to that person by reason of that capacity, and that person has no right of survivorship in the account.

## 3. Claims and disputes concerning your account

If another person or entity makes a claim against funds in your account, or if we have reason to believe there is or may be a dispute over matters such as the ownership of the account or the authority to withdraw funds, we may, in our sole discretion,

1. continue to rely on current signature cards, resolutions or other account documents,
2. honor the competing claim upon receipt of evidence we deem satisfactory to justify such action,
3. freeze all or part of the funds until the dispute is resolved to our satisfaction, or
4. pay the funds into an appropriate court of law for resolution.

## 4. Deposits

**Items Deposited:** We may refuse, accept for collection only or return all or part of any deposit. We will act as your agent in collecting any items deposited to your account in accordance with our customary practices and applicable law. Credit for items deposited is provisional and subject to revocation if the item is not paid for any reason. We shall not be deemed to have received items sent by mail, or placed in any type of depositories we operate, until after we have received actual delivery of those items sent by mail or removed from such depositories. All deposits received by us after our cutoff hour or on Saturday, Sunday or a bank holiday, including items received through the mail or removed by us from depositories after hours, will be deemed deposited on the next banking day. Until we remove items from the depositories, we are only responsible for loss of such items caused by our gross negligence or willful misconduct. **Verification of deposits:** When we accept deposits and issue receipts, such deposits and receipts are subject to subsequent verification and correction, if necessary. If we determine that a deposit does not contain all items or cash claimed to be deposited, we may correct the error and adjust the account balance,

even if you have already withdrawn all or part of the deposit. You will have the burden of proving that our records are erroneous with respect to any disputed item. **Endorsements:** If you

1. place an endorsement on an item for deposit which is outside of the area extending 1 1/2 inches from the trailing edge of the back of the item or
2. otherwise cause the endorsement of the first bank of deposit to be obscured, and this causes a delay in the return of the item, you will be responsible for any loss or expense we may incur. The trailing edge is defined as the left side of the item as viewed from the front.

**Identification of account:** You will be responsible for any loss or expense caused by your failure to properly identify the account to which a deposit is made or intended to be made. **Items returned:** If a deposited item is returned to us by the bank on which it is drawn, we may accept that return and charge the item back against your account without regard to whether the other bank returned the item before its midnight deadline. At our option and without notice to you that the item has been returned, we may resubmit any returned item for payment. You waive notice of dishonor and protest, and agree that we will have no obligation to notify you of any deposited item that is returned to us. Unless prohibited by applicable law or regulation, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other matter which in our judgment justifies reversal of credit. We may process a copy or other evidence of a returned item in lieu of the original. **Foreign currency:** If we take an item payable in foreign currency for deposit or collection, you will bear all exchange rate risk. We may not credit the item to your account until we have received the proceeds in U.S. dollars. **Remotely Created Checks:** If you deposit a remotely created check you warrant and agree to the terms noted in section 26 of this agreement.

## 5. Withdrawals

**Limits on withdrawals:** If your account is a "savings deposit" or a NOW account (interest-bearing checking account), as defined under federal law, it is subject to one or both of the withdrawal limitations described below. If you are not sure whether your account is subject to these limitations, please ask us.

1. Notice of Intended Withdrawal - Ordinarily you may withdraw funds from your account without giving us prior notice. Under federal law we must reserve the right to require you to give us seven (7) days' prior notice of your intent to withdraw funds from savings deposits or interest-bearing checking accounts. However, this will not apply to you unless the same notice is required of all of our customers with

accounts of the same type.

2. **Transaction limitations** - If your account is a savings deposit under federal law, you may make up to six (6) transfers and withdrawals each monthly cycle of at least four weeks. These transfers and withdrawals can be a combination of transfers, preauthorized transfers, telephonic transfers, withdrawals, checks, drafts, or ATM/debit card transactions. The date the check or other transaction clears your account (rather than the date of the check or transaction) will determine whether you have exceeded the permitted number of transactions. If you exceed these restrictions, you may incur service charges, and federal law requires us to close or convert your account to a checking account for repeated violations. The number of transfers or withdrawals made in person, by ATM, by mail or by messenger is not limited. These limitations also do not apply to transfers from an account to make a payment on a loan with us or to withdrawals instituted by telephone (via check mailed to you).

**Incomplete and conditional items:** If you write any item that is incomplete or conditional (such as "void after 90 days" or "not valid over \$500"), you agree that we may pay or refuse to pay such item, in our sole discretion, even though it is incomplete or the condition has not been met. **"Stale-dated" items:** We are not required to pay any item presented more than six (6) months after its date. However, we may pay such item if we do so in good faith, you agree that we are acting in good faith as long as there is not a proper stop payment order in effect when we pay the item. **Facsimile signatures:** If your items are signed using any facsimile signature or other non-manual form of signature, you acknowledge that its use is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device for affixing the signature. Such signature will be effective as your signature regardless of whether the person affixing it was authorized to do so and regardless of the means by which the actual or purported facsimile signature may have been affixed if such signature resembles the facsimile signature duly certified to or filed with us, or if such facsimile signature resembles any facsimile signature previously affixed to any item drawn on your account which was accepted and paid without timely objection. **Multiple signers:** If we establish an account for you which purports to require two (2) or more signatures on any items drawn on the account, you acknowledge that such provision is solely for your personal or internal control purposes and shall not be binding on us unless we have entered into a separate written agreement (other than the signature card or depository authority documentation). You agree that we will not be liable for paying any item lacking the stated number of signatures, but bearing at least one authorized signature. **Telephone transfers:** We are not obligated to accept telephone or preauthorized transfers from

your account without our prior written consent.

**Good faith disbursement:** You agree that we may disburse funds from your account in good faith reliance on documentation presented to us which purports to give any individual or entity the right to receive such disbursement and we shall not be liable to you for any such good faith disbursement.

**Liens and attachments:** Following receipt by us of any notice of lien, process in attachment, garnishment, execution or other legal proceeding or process relating to you or your account, whether an individual, joint or business account, we are authorized, without notice to you or any joint owner of the account, unless otherwise required by law, to withhold payment of so much of the balance in the account as may be the subject of such notice or process, and to pay such amount to the court or creditor and our costs including but not limited to attorney's fees, in accordance with applicable state or federal law, without responsibility to you or any joint owner for such withholding or payment or for refusal to honor withdrawals or checks made by you or any joint owner. Any garnishment, attachment or other levy against your account is subject to the bank's right of setoff as described in section 10, unless otherwise prohibited by law.

**Postdated items:** Unless otherwise required by law, we reserve the right to honor or dishonor postdated items. An item is considered postdated if it is dated after the date it is presented for payment. Unless otherwise required by law, we will not be liable for any damages caused by premature payment of a postdated item or for any damages resulting from dishonor of a postdated item presented for payment before the date of the item. **Electronic presentment:** Your account may be debited on the day an item is presented by electronic or other mean, or at an earlier time based on notification received by us that an item drawn on your account has been deposited for collection in another financial institution. A determination of your account balance for purposes of making a decision to dishonor an item for insufficiency of available funds may be made at any time between the receipt of such presentment or notice and the time of return of the item, and no more than one such determination need be made. **Check cashing requirements:** You agree that we may impose additional requirements we deem necessary or desirable on a payee or other holder who presents for cashing an item drawn on your account which is otherwise properly payable, and if that person fails or refuses to satisfy such requirements, our refusal to cash the item will not be considered wrongful. You agree that, subject to applicable law, such requirements may include (but are not limited to) physical and/or documentary identification requirements or check cashing fees.

## 6. Stop Payments

If your account is one on which checks, drafts or negotiable orders of withdrawal may be drawn, you may ask us to stop payment on any such items. You may not stop payment on a cashier's check or any other check or payment guaranteed by us. Fees



for stop payment orders are set forth in the fee schedule. To be binding a stop payment order must be dated, signed, and include the number, date, exact amount, payee, and account on which the item is drawn. If any such information is inaccurate or insufficient, or if we do not have a reasonable time to act upon the stop payment order before payment is made, we will not be responsible or liable in any way if the order cannot be executed. A stop payment order is effective for six (6) months and may be renewed in writing from time to time. If you wish to ensure the continued effectiveness of a stop payment order beyond six (6) months, you must renew it in writing prior to its expiration. An attempted renewal received after the six (6) months have expired may be treated as a new stop payment order request and will be effective only from the date we receive it plus sufficient time to execute it. After any order ceases to be effective, we may pay the check on which payment was previously stopped. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the bank harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorser in failing to stop payment of an item as a result of incorrect information provided by you. Our liability for paying an item subject to a proper and timely stop payment request is limited to the actual loss suffered. You must prove the amount of your loss to our satisfaction. For additional terms and conditions concerning stop payments, please carefully read the stop payment form.

## 7. Overdrafts

We are not obligated to pay an item presented if your account does not contain sufficient available or collected funds, but we may pay it at our option and charge you a fee. In addition, if payment is not received for any deposited item, the amount of the item will be charged back to your account and may create an overdraft, for which we will charge you a fee. You agree to pay the amount of any overdraft together with any overdraft fees immediately upon demand. Our payment of any item which causes an overdraft on one or more occasions does not obligate us to allow such overdrafts on any future occasion. We have no obligation to notify you before we return any item unpaid because of insufficient funds, and we may charge a fee for such return unless otherwise prohibited by law. You agree that when funds are insufficient to pay all items on a given day, we may pay one or more items, and return any dishonored items, in any order we deem appropriate. When processing items drawn on your account, our policy is to pay items in the following order: ATM/POS transactions, checks cashed at our bank, ACH items, and then all paper items including checks and drafts. Within each category, except paper checks, we will pay items in the order received by the bank. Checks will be processed in sequential order. In general we

pay items in this order but we do reserve the right to pay any item or return any item if funds are not available at the time it is presented. If you have a joint account, each of you agrees to be responsible for repayment of overdrafts, service charges and costs caused by items written by you or any other joint owner. You understand that certain state and federal government benefit payments including, but not limited to, Social Security benefits, Supplemental Security income benefits, Veteran's benefits, Railroad Retirement benefits, unemployment benefits and disability benefits, are protected, with certain exceptions, from the claims of creditors. If you allow such benefits to be directly deposited into your account, you understand that by opening this account, establishing a direct deposit for such benefits in this account, and leaving this account open and allowing the direct deposit of such benefits to continue after incurring an overdraft, you are expressly authorizing the use of such benefits, when credited to your account, to pay overdrafts and overdraft fees incurred by you.

## 8. Customer and bank responsibilities

Prompt review of account statements: We will mail or otherwise make account statements available to you during the statement period as required by applicable law. At our option, and with no additional advance notice to you, when there is no activity on your account for one statement cycle, we may choose not to send your account statement. If you request that we hold your mail, you agree that we have made your statements and items available to you when the statement is issued. You must promptly review statements and accompanying items and notify us in writing of any dispute of difference of account for any reason, any unauthorized signature, lack of signature, alteration or other irregularity. You must report any such irregularity promptly, and in no event later than 60 days after your statement and items were received or otherwise made available to you. You understand and agree that statements are made available to you on the date they are mailed to you. Failure to report such irregularity within 60 days shall preclude you from recovering any amounts from us. In addition, by law we may be relieved of any potential liability for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify us in writing within 30 days after your statement containing the first such irregularity was received or otherwise made available to you. No legal proceeding or action shall be brought by you against the bank to recover any amount alleged to have been improperly paid out of the account due to an unauthorized signature, alteration or other defect unless 1) you have given the written notice provided above and 2) such action shall have been commenced within the one (1) year after the date the statement containing such defect was made available to you. *Checks safekeeping:* If your account provides for copies of your items to be held by us instead of returned to you, you specifically waive any right to receive cancelled checks or other

items with statements. Cancelled checks and other items will be deemed to be made available to you when your statement is made available. We are under no duty to retain the original of any cancelled check. We will keep the original items for a limited time, after which we will keep copies for as long as required by law. We will provide copies upon written request, but we reserve the right to provide such copies on verbal request. We may charge a fee for providing such copies. You continue to be responsible for notifying us promptly in writing of any dispute or difference of account for any reason, including but not limited to unauthorized signature, lack of signature, alteration or other irregularity within the time periods described above. *Change of address:* You agree to notify us promptly in writing of any change of address and the account(s) affected. We reserve the right to accept verbal notice of change of address, and we reserve the right to change the address if we are notified by the United States Postal Service that you, or a joint owner on a joint account, have submitted a "change of address" form to the United States Postal Service. We may recognize a change provided by any joint owner on a joint account or any authorized signer on a business account, but such change shall not be binding on us until three (3) business days after our receipt. If you fail to notify us of a change of address or for any other reason a statement is returned to us we may destroy the statement and any accompanying items 90 days after the statement date. *Bank's duty of care:* Because of the high volume of items we must process and the largely automated nature of such processing, you agree that we will not be considered to have failed to exercise ordinary care if we examine items pursuant to a manual or other procedure that represents a random sampling of items drawn on all accounts, or that meets certain minimum criteria which we may establish for inspection. *Check orders:* All checks, withdrawal forms and deposit slips must be on forms obtained through us or which we approve in advance. You are responsible for verifying the accuracy of all information on such forms. Our liability, if any, for any printing errors on forms obtained through us is limited to the cost of replacement. We are not responsible for errors or losses you may incur due to improper printing on forms not obtained through us or approved by us in advance.

## 9. Service Charges

You agree to pay for various services in accordance with our Fee Schedule, as in effect from time to time, which is incorporated in this agreement by reference. We may deduct our fee for handling incoming and outgoing wire transfers of funds from the amount of the transfer. With respect to court or administrative orders, subpoenas, summonses, tax levies or other legal process, unless prohibited or limited by law, you agree to pay our standard charges for research and copying of documents and any other expenses we incur in complying, including our administrative fees. These may

include, but are not limited to, attorneys' fees. We may charge your account for any such fees and expenses without any prior notice to you. We also expressly reserve the right to impose at any time an assessment on any or all of the various types of accounts offered by the bank, which approximates amounts we must pay periodically to the Federal Deposit Insurance Corporation (FDIC) for insurance coverage. Because our payments to the FDIC are based on the total balances in accounts, we may apply the assessment against your full balance even if it exceeds the maximum amount insured by the FDIC. This assessment is Subject to change from time to time in the event of increases or decreases in our cost of FDIC insurance.

## 10. Bank's right of setoff

You agree that all accounts in your name alone and all joint accounts with other persons may, at our option, and without notice to you, be used to pay any and all indebtedness due to us or to our affiliate by you or any joint owner, whether the indebtedness is direct or indirect, absolute or contingent, due or to become due, and whether the indebtedness is several and the account is joint, or the debt is joint and the account is several. Notwithstanding anything to the contrary at O.C.G.A. §7-1-821, we are authorized at any time to charge any such indebtedness against your account, without regard to the origin of deposits to the account or beneficial entitlement to monies deposited. "Indebtedness" includes any amounts for which we become liable to any governmental agency or department or any company as a result of recurring payments credited to any of your accounts after the death, legal incapacity or other termination of entitlement of the intended recipient of such amounts.

## 11. Payment of Interest

Please refer to the applicable product disclosure for a description of the terms under which balances in your account will earn interest. Any inconsistency between this agreement and the product disclosure shall be governed by the product disclosure. As indicated in the appropriate disclosure, a checking account, other than interest-bearing checking accounts, does not earn interest. Only individuals, certain nonprofit and governmental entities and legal entities where the entire beneficial interest in the funds is held by one or more individuals are eligible to hold an interest-bearing checking account. We reserve the right to close or convert an account if we determine that the account holder is not eligible to hold an interest-bearing checking account.

## 12. Time Accounts

Any time deposit or certificate account allowed by state or federal law, whichever we offer, is subject to the terms of this Agreement, the Certificate or Time Deposit Disclosure, and Account Deposit Receipt for each account the terms of which are incorporated herein by reference.

### 13. Wire and ACH transactions

Governing rules: From time to time, you may be a party to an Automated Clearing House (ACH) entry or wire transfer which may be credited to or charged against your account. You agree that all wire transfers you initiate will be subject to the terms and conditions of our wire transfer agreement then in effect with respect to the type of transfer initiated. With respect to ACH transactions which you have authorized, you agree to be bound by the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. With respect to other electronic funds transfers, you agree to be bound by any rules then in effect governing the use of any system through which the funds may be transmitted including, but not limited to, Federal Reserve Board Regulation J with regard to Fed wire. Notice: We will notify you of the receipt of any ACH entry or wire transfer in your account statement, but we will not provide next-day notice or any other notice. If you believe we have failed to properly credit a transfer to you, you agree to promptly notify us of all the relevant facts. *Final payment:* Any credit we give you resulting from an ACH credit entry or wire transfer credit is provisional until we receive final payment. If we do not receive final payment, you agree that we may reverse the credit to your account or that you will otherwise reimburse us if funds in your account are not sufficient. If we receive satisfactory documentation that a credit entry was made in error, or for an erroneous amount, we may debit your account for the amount erroneously credited, or you agree to otherwise reimburse us if funds are insufficient. In the event the payment does not become final, the originator will not be deemed to have paid you the amount of the credit. *Compensation:* If you are entitled to compensation for delay or improper completion of an ACH entry or wire transfer as a result of our error, our liability will be limited to the payment of interest for a period not exceeding the lesser of sixty (60) days or the period between the date of the error and the date of the correction. Any such compensation will be paid at our discretion by either 1) adjusting your account balance to reflect the average balances you would have had but for the error or 2) direct payment in an amount equal to interest at the average applicable Federal Funds rate for that period. *Use of account numbers:* You agree that payment for ACH or wire credit transfers may be made solely by reference to the account or other identifying number of the recipient even if it identifies a different party or institution. We are not obligated to determine whether a discrepancy exists between the name and the account number shown on the transfer information.

### 14. Customer Information

From time to time, subject to any applicable financial privacy laws or other laws or regulations, we may provide information on you and your accounts: 1) to Chex Systems, Inc, Equifax, or other account information services; 2) to anyone who we

reasonably believe is conducting a legitimate credit inquiry, including, without limitation, inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or credit bureau; 3) in response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance; 4) in connection with collection of indebtedness or to report losses incurred by us; 5) in compliance with any agreement between the bank and a professional, regulatory or disciplinary body; 6) to carefully selected service providers who help us meet your needs by providing or offering our services or products; and 7) as otherwise permitted by law. You acknowledge that we provide for your convenience various methods by which you can obtain information on your accounts, and that our reasonable security measures cannot absolutely ensure against "unauthorized" inquiries. You therefore agree that we will not be responsible for the release of information to anyone not authorized by you who has gained possession of your ATM access device or who has learned your identifying characteristics such as personal identification number (PIN), account number, or social security number. You further agree that if you give your account number to a third person by telephone, that act authorizes that third person to initiate debits to the account even if a particular transaction was not authorized. You hereby authorize us to obtain credit and account information reports, verification of employment and other information we may need in connection with your accounts at any time. In the event that any subsequently published and distributed privacy policy should differ from this provision, such privacy policy shall supersede this provision to the extent of such differences.

### 15. Transferability/assignment

Your account is for your use only and is transferable only on our records. You may not transfer or assign your account to anyone without our written consent. We reserve the right not to acknowledge or accept attempted pledges or assignments of, or purported security interests in, any account. Transaction accounts are not assignable.

### 16. Dormant accounts and abandoned property

If we are unable to contact you through the US Mail and you do not initiate activity in the account for a substantial period of time, which may be defined by applicable law or regulation, we may treat the account as being dormant. Unless otherwise prohibited by law, you agree that we may charge dormant account fees on dormant accounts in addition to regular maintenance and other applicable fees. Unless otherwise required by law, we may not pay interest on dormant interest bearing, non-personal, non-consumer accounts. Unless otherwise required by applicable law, you will not be entitled to recover any such fees or unpaid interest in the event that you reestablish contact with us. In order to protect your funds, you agree that if we have deemed your account

to be dormant, we may refuse to pay items drawn on or payable out of the account until you have reestablished contact with us. After your account has been dormant for a certain period of time, as determined by state law, we will transfer the balance in your account to the state as abandoned property.

#### **17. Indemnification/limitation of liability**

Unless prohibited by law, you agree to reimburse us for any losses, liabilities and expenses (including attorneys' or collection agencies' fees) we may incur with respect to overdrafts or otherwise in connection with your account, except to the extent they are caused by our fault. We will not be responsible for any loss to you caused by an event which is beyond our control, including, but not limited to, natural disasters, wars, riots, strikes, computer failure or the loss of power, communications or transportation facilities. You agree to pay our attorneys' fees and costs, in addition to any obligations described above, arising out of your account or this agreement.

#### **18. Recording**

You agree that we may tape record any telephone conversations you have with us regarding your account. However, we are not obligated to do so and may choose not to in our sole discretion.

#### **19. Waiver**

Either of us may waive any of our rights or the other's obligations under this agreement in a particular situation, without becoming obligated to treat future situations similarly. A waiver of a particular right or obligation does not constitute a waiver of any other right or obligation under this agreement.

#### **20. Governing law, jurisdiction and severability**

This agreement will be governed by the laws and regulations of the State of Georgia and the United States. Any lawsuit regarding your account must be brought in a proper court in the State of Georgia. You hereby submit to the personal jurisdiction of the State of Georgia. A determination that any part of this agreement is invalid or unenforceable will not affect the remainder of this agreement.

#### **21. Notices**

All notices concerning your account are effective when mailed or delivered to the address we have for you in our account records. If there is more than one depositor, notice to anyone will be effective for all.

#### **22. Gender, singular and plural**

Any references in this agreement to gender include masculine, feminine and neuter. Unless otherwise indicated by the context, any singular references include the plural and any plural references include the singular.

#### **23. Amendment/termination**

We may amend this agreement, including our Fee Schedule, by posting amendments in our offices or by sending you a notice. Your continued use of your account after the effective date of any amendment as stated in the notice, or after a reasonable time if no such date is stated, will constitute your acceptance of the terms of the amendment. You may terminate this agreement and your account at any time upon notice to us. At our discretion, we may require such notice to be given in writing or in person. We may terminate this agreement and close your account at any time without prior notice. If your account reaches a zero balance, we reserve the right to consider your account closed. We will have no responsibility for items which we do not pay after the account has been closed. This agreement will continue to govern matters relating to your account which arose before termination or which may arise later. You will be provided with advance notice of adverse changes to the Fee Schedule.

#### **24. IRS instructions for substitute form W-9**

(Section references are to the Internal Revenue Code) The bank's signature card, along with this disclosure, represents a substitute form for IRS Form W-9. For interest-bearing accounts, you are required to furnish your correct Taxpayer Identification Number (TIN) on the bank's signature card, and 1) to certify that the TIN you are furnishing is correct (or that you are waiting for a number to be issued), 2) to certify that you are not subject to backup withholding, and 3) to claim you are a U.S. person (including a U.S. resident alien). Furnishing your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding. Your account's interest and any backup withholding will be reported to the IRS under the TIN you indicate on the bank's signature card. See IRS Form W-9 for complete details.

#### **25. Check 21/Non-Bank Substitute Checks**

Definitions for purposes of this Section:

1. "non-bank" means any person that is not a bank;
2. "non-bank substitute check" means a paper reproduction of an original check that contains an image on the front and back of the original check and otherwise conforms to the requirements of Check 21 and the Regulations, which was created by a non-bank and has not previously been accepted by any other bank.
3. "person" means a natural person, corporation, unincorporated company, partnership, governmental unit or instrumentality trust or any other entity or organization.
4. "reconverting bank" means, with respect to a non-bank substitute check, the first bank that transfers, presents or returns that non-bank substitute check.
- 5.

### ***Presentation or Deposit of Non-Bank Substitute***

***Checks:*** In the event that you present to us or deposit with us a non-bank substitute check, and we determine to accept that check, Check 21 and the Regulations require that we make certain warranties and indemnities to all other persons to whom the non-bank substitute check is subsequently transferred. These indemnities and warranties are such that, in the event any subsequent transferee suffers any damage, loss or expense as a result of receiving the non-bank substitute check, as opposed to the original check, we must pay that loss or expense. We are unwilling to undertake this liability, and to allow you to present or deposit a non-bank substitute check with us, unless you agree to be totally responsible to us for this liability. ***Your Responsibility:*** In the event that we determine to accept a non-bank substitute check that you present or seek to deposit with us, you agree to indemnify (compensate) us for any and all cost or expense, of any type or description, that we may incur as a result of our assuming the position of reconverting bank with respect to your non-bank substitute check and, as a result, issuing the warranties and indemnities to all persons to whom your non-bank substitute check may be transferred, as required pursuant to Check 21 and the Regulations. You agree to compensate us for any and all such costs and expenses (including, but not limited to attorney's fees) within five (5) business days of our request for such compensation. ***Our Rights in the Event You Do Not Compensate Us:*** In the event you do not pay, upon request and within the time allowed, any compensation due us under the terms of this Section, we have the right to set off against any monies on deposit in your account at our bank the amount of all costs and expenses incurred by us as reconvert bank for any of your non-bank substitute checks. This right of setoff is in addition to, and not in limitation of, any right of setoff which we already have pursuant to this Deposit Agreement or under applicable law. We also have the right, from the date upon which we request payment from you for any costs and expenses we incur as the reconvert bank for your non-bank substitute check, to place a hold on any deposits in your account, pending receipt of compensation from you for costs and expenses we have incurred in that regard. This hold will be removed should you pay to us the compensation to which we are entitled pursuant to the terms of this Section within the five (5) business days allowed. In the event that we set off amounts due to us under this Amendment from your account, we will forward you written notice of the date and amount of such offset. This right of set off is in addition to our right to utilize all other legal means to collect amounts due to us as a result of any costs or expenses we incur as a result of any non-bank substitute check that you present to or deposit with us.

### **26. Remotely Created Checks**

A remotely created check (also known as a telephone check, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. A remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature intended to be the signature of the account owner). The check usually includes a notation that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, a debtor may authorize a credit card company to create a remotely created check by telephone to pay his credit card bill. Similarly, a person may purchase an item from a telemarketer by authorizing the seller to create a remotely created check. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

1. you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
2. you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and
3. if a check is returned, you owe us the amount of the check, regardless of when the check is returned.

We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

### **27. Restricted Transactions**

Restricted transactions, as described in the Unlawful Internet Gambling Enforcement Act and Regulation GG are prohibited from being processed through your account with our institution. Restricted transactions are those transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet Gambling.



# FUNDS AVAILABILITY POLICY

## Your Ability to Withdraw Funds from a Transactional Account

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit at a staffed teller window before 6 p.m. 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 at a staffed teller window after 6 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Cut off will be the end of the banking day for offices that close earlier than the above stated cut off times. The availability of funds for checks drawn on foreign financial institutions will be delayed for the times it takes to collect the funds from the paying institution.

## Reservation of Right to Hold Funds

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. 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 \$200 of your deposit, however, will be available on the first business day after the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make the 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 business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. 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.

## Longer Delays May Apply

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

- We believe a check you deposit may not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as 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 seventh business day after the day of your deposit.

## 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.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from the deposits of cash, wire transfers and the first \$5,000.00 of a day's total deposits of cashier's, certified, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a US Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## Endorsing Your Checks

When you endorse a check your signature should fall within the prescribed area designated on the back of your check. Please be sure that your signature(s) does not run-over to any other area on the back of the check.

## e-STATEMENTS

e-Statements are simply an electronic version of paper statements. e-Statements provide you with transaction information from the previous statement cycle, imaged copies of checks written during that statement cycle (if applicable) and any notifications concerning your banking accounts. e-Statements are safe and efficient.

### Go Green and Sign up

- Please read the Electronic Disclosure below.
- Complete the enclosed e-Statement form.
- Sign up online at [eheritagebank.com](http://eheritagebank.com)
- To submit, you can mail, fax or deliver the form to your branch.
- Mail: HeritageBank of the South, P.O. Box 50728, Albany, GA 31703
- Fax: 229.878.3216

## E-STATEMENT AGREEMENT

By accepting the terms of the agreement, you hereby authorize HeritageBank of the South, to provide periodic account statements to you by electronic mail and discontinue delivery of paper statements. If you select this option, we will send an email notification reminder to the email address you provide when your statement becomes available to access online.

You may change the email address for the statement notification reminder at any time. Simply stop by any one of our branches and complete an address change form or mail a signed written request to:

HeritageBank of the South  
P.O. Box 50728  
Albany, GA 31703

Notification must be received at least five (5) business days before the end of your normal statement date. Each statement, along with any legal notice about your account, will remain online three months. While viewing, you may also print the statement or download to your own system. If you receive a combined statement of multiple accounts, you must also agree not to receive paper statements for all of those accounts. You will receive a single email reminder for the entire set of combined statements available on any given day. A paper statement will be delivered along with the electronic statement for one statement cycle after the day we receive your request. We will then provide periodic statements to you on a monthly or quarterly basis, as applicable, to the email address that you have provided to us. You will be required to use a User ID and Password to access the electronic statement. It is your sole responsibility to protect your password from unauthorized persons. You understand and agree that it is your responsibility to ensure that the electronic statements cannot be intercepted or viewed by others.

You understand that you have no expectation of privacy if the statements are transmitted to an email address owned by your employer. You further agree to release HeritageBank of the South from any liability if the information is intercepted or viewed by unauthorized parties at your employer or other email address selected by you. You may request a paper copy of any statement by contacting us at (229) 878-3200 or (800) 227- 7989 Ext. 3200. Charges may apply to paper copies. Please reference the applicable Fee Schedule for your account. You may cancel your consent and again receive paper statements at any time without a cancellation fee. If you elect to cancel your consent to receive electronic statements, you must provide us with a signed written request, which you may drop at off any of our branches or mail the request to:

HeritageBank of the South  
P.O. Box 50728  
Albany, GA 31703

The revocation of your consent should be received at least five (5) business days before the end of your normal statement date. You understand and agree that you must furnish us with any changes in your email address. If your electronic mail is returned as undeliverable we will attempt to contact you at an address on file. If we are unable to contact you to obtain a valid email address we will terminate your electronic statement privileges and will provide your statements in a paper format via regular mail. In order to receive electronic statements, you must have access to a Personal Computer, Internet Access, Internet Browser software and an email account. Your Internet Browser must be 128-bit cipher strength. In order to open and read the electronic statement, you will also need to have Adobe Acrobat Reader 5.0 or higher. Browsers we suggest, Microsoft Internet Explorer or Netscape. You may download the reader from [adobe.com](http://adobe.com). All electronic statements shall be in full compliance with applicable laws and regulations. The provisions of this agreement are part of and in addition to HeritageBank of the South's terms and conditions for depository accounts.

## ELECTRONIC FUNDS TRANSFER (EFT) DISCLOSURE

Certain types of transactions that are handled completely or partially by electronics are subject to the Electronic Funds Transfer Act (EFT Act). These include transfers made with an automated teller machine (ATM) card or Check Card assigned to you by HeritageBank of the South, through automated teller machines and point-of-sale terminals, preauthorized direct deposits, preauthorized payments to third parties, and transactions on your checking or savings accounts. Your rights, protection, and liabilities are outlined in the following disclosure and our obligations and liabilities are also disclosed for you. In this agreement, the words you and yours mean those who sign the application as applicants, joint owners, or any authorized users. The words we, us and our refer to HeritageBank of the South. By signing an application for EFT services, signing your Card, or using any service, each of you jointly and severally, agree to the terms and conditions in this agreement and any amendments for the EFT services offered.

### 1: TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

**a. ATM.** You may use your ATM card or check card and PIN (Personal Identification Number) in automated teller machines of the bank, PLUS, VISA, MasterCard, STAR, Cirrus and such other machines or facilities as the bank may designate. You agree that you will not use your card(s) for any transaction that is illegal under applicable federal, state, or local law. At the present time, you may use your card to:

- Withdraw cash from your savings and checking accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at POS terminals that have the ATM network logos.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.

Some of these services may not be available at all terminals. The following limitations on the frequency and amount of ATM or POS transactions may apply:

- You may withdraw up to a maximum of \$500 in any one day, if there are sufficient funds in your account.
- There is no limitation to the number of cash withdrawals you may make in one day.
- For security purposes there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your account at the time of your transfer.

**b. Debit Card Program (VISA Check Card)** You may use your Card to purchase goods and services any place your Card is honored by participating merchants. Funds to cover your Card purchases will be deducted from your checking account. If

the balance in your account is not sufficient to pay the transaction amount, we will not pay the amount and may terminate all services under this agreement unless you have an approved overdraft protection account. You agree that you will not use your card for any transaction that is illegal under applicable federal, state or local law. You may use your Card and your (PIN) Personal Identification Number in automated teller machines of the bank, ATM Networks, and such other machines or facilities as the bank may designate. At the present time you may also use your Card to:

- Withdraw cash from your savings or checking accounts.
- Transfer funds from your savings or checking accounts.
- Obtain balance information for your checking or savings accounts.
- Make POS (Point-of-Sale) transactions with your Card or your Card and PIN (Personal Identification Number) to purchase goods and services at merchants that accept VISA.
- Order goods and services by mail or telephone from places that accept VISA.

The following limitations on the frequency and amount of Debit Card Program transactions may apply:

- You may make any number of daily withdrawals or purchases provided the total daily dollar amount withdrawn and/or purchased does not exceed either the available balance in your account or the daily card limits. The daily card limit for ATM withdrawals is \$500 and the Point-of-Sale (POS) transaction limit is \$1500.
- You may transfer up to the amount available in your accounts at the time of the transfer. For security purposes, there are other limits on the frequency and amount of transfers available at the ATMs. Claims against Merchants: Any claims concerning property or services purchased with the Card must be resolved by you directly with the merchant or seller who accepted the Card, and any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the sales slip.

### c. Heritage-Line (24 Hour Telephone Banking)

If we approve the Heritage-Line audio response access service for your accounts, you will be prompted to select a PIN (Personal Identification Number). You must use your PIN along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Obtain balance information for your deposit and loan accounts.
- Obtain CD account history, balance, maturity date and YTD Interest.
- Transfer funds from your savings or checking to your savings or checking or loan account.
- Obtain loan balance, payoff, and payment information.
- Determine if a particular item has cleared or a deposit has posted to your checking or savings account.
- Obtain information on interest earned on deposit accounts or interest paid on loan accounts.
- Activate or deactivate your debit card. Your accounts may be accessed under the Heritage-Line audio response service via a touch-tone telephone only. Heritage-Line service will be available for your convenience 24 hours per day. This service may be interrupted for a short time

each day for data processing. There is no limit to the number of inquiries or checking account transfer requests you may make in any one day up to your available balance. However, Federal Regulations limit transfers from Savings and Money Market Accounts to no more than (6) six per month.

#### **d. Preauthorized EFT**

Preauthorized EFT means an electronic fund transfer authorized in advance to recur at substantially regular intervals. 1- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Bank will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your savings or checking account. You can call us at (229) 878-3200 or (800) 227-7989 Ext. 3200 to find out whether or not the deposit has been made. 2- You may authorize the Bank to debit your account at another financial institution for deposits to your savings or checking account or for payments to your loan account. 3- Upon instructions, you may authorize the Bank to debit or credit your savings or checking account for recurring payments or transfers. The following limitations on the frequency and amount of Preauthorized EFT transactions may apply: -There is no limit on the amount or number of Direct Deposits per customer. -Savings and Money Market Accounts are limited to no more than (6) six preauthorized, automatic, or telephone transfers per month.

#### **e. Electronic Check/Draft Conversion**

You may access your checking account(s) by electronic check or draft conversion. For example, you may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may make electronic payment of charges for checks or drafts returned for insufficient funds from your checking account. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

#### **f. eHeritage Home Banking & Bill Payer Service**

If we approve the eHeritage Home Banking and/ or Bill Payer Service for your accounts, a PIC (Personal Identification Code) will be assigned to your account. You must use your PIC (Personal Identification Code) and User ID along with your account number to access your account. You will first need a personal computer and access to the Internet (World Wide Web). You are responsible for the installation, maintenance and operation of your computer. The Bank will not be responsible for any errors or failures involving any telephone service of your computer. eHeritage Home Banking service will be available 24 hours each day. This service may be interrupted for short periods of time each day for data processing. The Bank reserves the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower

an account balance below a required balance, or otherwise require us to increase our required reserves on the account. The Bank may set other limits on the amount of any transaction, and you will be notified of those limits. The Bank may refuse to honor any transactions for which you do not have sufficient available verified funds. The service will discontinue after three invalid log-on attempts, and there may be limits on the duration of each access. System Requirements: To access eHeritage Home Banking using a personal computer, the following is required: • A personal computer with access to the Internet (World Wide Web) through an Internet Service Provider with an Internet Browser that supports 128-bit encryption. • Your User ID and eHeritage Home Banking Personal Identification Number (PIN) • Website address: [www.eheritagebank.com](http://www.eheritagebank.com). To access eHeritage Home Banking using a mobile device: • You must first enroll through traditional Internet Banking. • Your mobile device must be web enabled and your mobile network must allow secure SSL traffic. eHeritage Home Banking allows you to perform the following transactions: • Access your checking, savings and loan accounts. • Transfer funds from or to approved Heritage accounts\*. • Make up-to-date balance inquiries. • Perform account and loan history inquiries. • Download account data into personal financial software packages, such as Quicken® and Microsoft® Money. • Contact us through e-mail • View Alerts • Download statement information. (Not available using a mobile device) • View Check images (Not available using a mobile device). • Change your Personal Identification Number (PIN) and customize the Internet Access Service. • Pay bills using the Online Bill Pay Option. \* Transfers made after 6 p.m. EST during any business day will be credited the following business day.

#### **Bill Payer Service**

This service allows you to make one-time payments or set up recurring payments from your checking account. Any monthly fee for this service will be deducted from your checking account the last business day of each month. Payments may take up to ten (10) business days to reach vendors and may be sent electronically or by check. You are responsible for any loss or penalty that you may incur due to the lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account. The Bank will not be liable for late charges or service fees levied against you. For questions call (229) 878-3200 or 1-800-227-7989 Ext. 3200 between the hours of 8:30 a.m. -5:00 p.m. Monday through Friday; and 9:00 a.m.-12:00 p.m. on Saturday.

## **2. CONDITIONS OF EFT SERVICES**

**a. Ownership of Cards:** Any Card or other device, which we supply to you, is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person

who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time in our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

**b. Honoring the Card:** Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

**c. Security of Access Code:** You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with a Card or other access device. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Bank. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Bank suffers a loss, we may terminate your EFT services immediately.

**d. Joint Accounts:** If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any deposit or loan account as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may, and hereby is authorized by every other joint account owner, to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Bank may accept orders and instructions regarding any EFT transaction or any account from any joint account owner.

**e. International Transaction Fees and Foreign Transaction Currency Exchange Rates:**

Visa International will assess a 1% International Transaction Fee on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your statement. This fee may be assessed on all international purchases, credit vouchers, and cash disbursements. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate

may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

**3. FEES AND CHARGES**

There are certain charges for electronic funds transfer services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law. ATM Card Fees/Check Card Fees • Nonproprietary ATM Transaction/Inquiry Fee \$2.50. • Replacement fee for ATM / Visa Check Card- 5.00 per card or PIN after one (1) replacement. If you use an ATM that is not operated by us you may be assessed a fee for an electronic fund transfer (EFT) or a balance inquiry. Such additional fees may be charged by the ATM operator and by any national, regional, or local network used in processing the transaction. The ATM surcharge will be debited from your account if you elect to complete a transaction or balance inquiry.

**4. CONSUMER LIABILITY**

You are responsible for all transactions you authorize using your EFT services under this Agreement. If you permit other persons to use any EFT service, ATM Card or VISA Check Card or your access code you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us AT ONCE if you believe your Card/Code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using any EFT service, ATM Card, VISA Check Card or Access Code, information from your check, or otherwise accessed your accounts with us without your authority. 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 a Visa Check Card transaction was made with your card or card number without your permission and is either a Visa or Interlink transaction you will have no liability for the transaction. This liability limit will apply provided you were not grossly negligent or fraudulent in handling your Visa Check Card and that you provide us with a written statement regarding your claim of unauthorized Visa Check Card use. If a transaction was made without your permission and is not a Visa Interlink transaction or made at an ATM, the liability limits set forth below apply. For all other EFT transactions, including ATM transactions, if you tell us within (2) two business days of discovery that your Card/Code has been lost or stolen, you can lose no more than \$50 if someone accessed your account without your permission. If you do NOT tell us within two (2) business days after you learn that your Card/Code has been lost or stolen or that there has been unauthorized use of an EFT service, and we can prove that we could have stopped someone from accessing your account without your permission if you told us, you could lose as much as \$500. Also, if your statement



shows transfers that 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 mailed to you, you may not get back any money you lost after the sixty days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we will extend the time periods. If you believe your Card/Code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, including a transfer made using information from your check, call: (229) 878-3200 or (800) 227-7989 Ext. 3200 or write to: HeritageBank of the South, Attention: Operations Dept., PO Box 50728 Albany, GA 31703-0728

## 5. RIGHT TO RECEIVE DOCUMENTATION

**a. Periodic Statements:** Transfers and withdrawals made through any ATMs, audio response transactions, preauthorized EFTs, preauthorized credits, electronic/PC transactions, will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

**b. Terminal Receipt:** You will get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or POS terminal

## 6. ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make: a. As necessary to complete transfers; b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; c. To comply with government agency or court orders; or d. If you give us your written permission.

## 7. BUSINESS DAYS

Our business days are Monday through Friday excluding holidays.

## 8. THE BANK'S 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events: a. If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability policy, or if the transaction involves a loan request exceeding your credit limit. b. If you used your Card or access code in an incorrect manner. c. If the automated teller

machine (ATM) where you are making the transfer does not have enough cash. d. If the ATM was not working properly and you knew about the problem when you started the transaction. e. If the circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction. f. If the money in your account is subject to legal process or other claim. g. If funds in your account are pledged as collateral or frozen because of a delinquent loan. h. If the error was caused by a system of any participating ATM network. i. If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers. j. If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction. k. Any other exceptions as established by the Bank.

**STOP PAYMENT RIGHTS:** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others; you may stop payment of preauthorized transfers from your account. You must notify the Bank orally or in writing at any time up to three (3) business days before the scheduled date of the transfer. The Bank may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. At our discretion, we may require a copy of the written revocation you provided the originator, and if that proof cannot be supplied to the bank within 14 days, it may honor subsequent debits to your account. You will be charged a stop payment fee in accordance with the fees disclosed on the current fee schedule. HeritageBank of the South, PO Box 50728, Albany, GA 31703-0728 | (229) 878-3200 or (800) 227-7989, Ext. 3200. Payments may not be stopped on any Check Card or ATM card transaction.

**NOTICE OF VARYING AMOUNTS:** If these regular payments may vary in amount, the person you are going to pay is required to tell you ten (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.

## LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER:

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## 9. NOTICES

All notices from us will be effective when we have mailed them or delivered them to your last known address in the Bank's records. Notices from you will be effective when received by the

Bank at the address specified in this Agreement. The Bank reserves the right to change the terms and conditions upon which this service is offered. The Bank will mail notice to you at least twenty-one (21) days before the effective date of any change. Use of this service is subject to existing regulations governing the Bank account and any future changes to those regulations. The following information is a list of safety precautions regarding the use of Automated Teller Machine (ATM) and Night Deposit Facilities. a. Be aware of your surroundings, particularly at night. b. Consider having someone accompany you when the ATM or night deposit facility is used after dark. c. If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction. d. Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home. e. If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM access device or deposit envelope, and leave. f. If you are followed after making a transaction, go to the nearest public area where people are located. g. Do not write your personal identification number or code on your ATM/Debit Card. h. Report all crimes to law enforcement officials immediately.

## 10. BILLING ERRORS

In case of errors or questions about electronic funds transfers from your accounts, telephone us at the following numbers and send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears. Call us at: (229) 878-3200 or (800) 227-7989 Ext. 3200 or write to: HeritageBank of the South, attn.: Operations Dept., P.O. Box 50728, Albany, GA 31703-0728 a. Tell us your name and account number. b. Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Bank has made an error or why you need more information. c. 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 ten (10) business days. We will tell you the results of our investigation within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for VISA Debit Card Purchases) 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 ten (10) business days, we may not credit

your account. For transactions initiated outside the United States or in the event there are transfers resulting from a point-of-sale transaction, or if the transaction occurred within thirty (30) days after the first deposit to the account was made, we will have ninety (90) calendar days instead of forty-five (45) business days, unless otherwise required by law, to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other customers' rights to privacy) relied upon to conclude that the error did not occur.

## 11. TERMINATION OF EFT SERVICES

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying the Bank in writing and stopping your use of your Card and any access code. You must return all Cards to the Bank. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. The Bank may also terminate this Agreement at any time by notifying you orally or in writing. If the Bank terminates this Agreement, it may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that the Bank will not accept any further preauthorized transaction instructions. The Bank may also program its computer not to accept your Card or access code for any EFT service. Whether you or the Bank terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

## 12. GOVERNING LAW

This Agreement is governed by the Bylaws of the Bank, federal laws and regulations, the laws and regulations of the State of Georgia and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Bank is located.

## 13. ENFORCEMENT

In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the bank is located, if allowed by applicable law.

# Loan Information

## YOUR BILLING RIGHTS

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

### Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspect error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

### Your Rights and Our Responsibilities After We Receive your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including finance charges and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake you may have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to.

We must tell anyone we report you to that the matter has been settled between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

### Special Rules for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations to this right;

- You must have made the purchase in your home state or if not within your home state within 100 miles of your current mailing address.
- The purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or service.

## PAYMENT PROCESSING

Unless otherwise notified, your loan account number will remain the same. All loan terms and conditions will also remain the same. Loan customers will begin receiving billing notices by mail. Please discontinue using any payment coupon books. You may bring these into the branch to be shredded free of charge.

## AUTOMATIC FUNDS TRANSFER (AFT)

All previously established Automatic Funds Transfers set up for loan payments will continue. If funds are not available on the designated date of the transfer, HeritageBank of the South will continue to attempt the transfer each day after until funds are available.

# HeritageBank of the South

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**334.321.2265 | 800.227.7989**

**[www.eheritagebank.com](http://www.eheritagebank.com)**

Member FDIC |  Equal Housing Lender