

TERMS & CONDITIONS

Online Electronic Services Agreement

Online Information Sheet, Disclosures, and Access Agreement

This Online Electronic Services Agreement (the "Agreement") is entered into by and between Heritage Bank and Trust ("Heritage") and you, the customer ("you," "your," or "customer"). You may use Heritage Online Banking (the "Service") to obtain information about your accounts, to transfer funds between your accounts, and to request certain other Heritage services. This Agreement governs your use of the Service.

This Agreement takes the place of all prior agreements relating to the Service except as expressly provided in this Agreement, and by continuing to use the Service's Web Site (the "Site"), you agree to be bound by this Agreement.

You may print a copy of this Agreement for your records now.

NOTICE TO HERITAGE BUSINESS CUSTOMERS

Under this Agreement, Heritage business customers can use the Service to transfer funds between their Heritage accounts. IF YOU ARE A BUSINESS CUSTOMER AND DO NOT WISH TO HAVE THE ABILITY TO TRANSFER FUNDS BETWEEN ACCOUNTS USING THE SERVICE, PLEASE CALL US AT (931) 388-1970, AND WE WILL REMOVE THAT FUNCTION FROM YOUR SERVICE. BUSINESS CUSTOMERS CAN USE THE SERVICE TO TRANSFER FUNDS BETWEEN ACCOUNTS ONLY IF THEY HAVE THE APPROPRIATE AGREEMENT ON FILE WITH HERITAGE. SEE "REGISTRATION – BUSINESS ACCOUNTS" BELOW.

TERMS OF USE

1. General Information.

a. Authorization. You are responsible for all transactions you or your authorized representative make using the Service. You authorize us to debit your designated account(s) for any transactions accomplished through the use of the Service (including the transfer of funds from another deposit account or overdraft line of credit that provides overdraft protection, if you have one of those services in effect). **You agree that we may comply with transfer instructions entered by any one person using an authorized access identification ("Access ID") and customer password ("Password"), notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account.**

There are different activity levels that can be assigned to an Access ID. All available accounts will have at least the Account Summary level. Only checking, money market deposit accounts, credit card and loan accounts may also have the second activity level. At the present time, the activity levels include the following:

i) Account Inquiry. With "Account Inquiry" you may obtain current account balance and transaction information for the previous 60 days. This activity level does not include transferring funds;

ii) Bill Payment. With "Bill Payment" you will have the right to make payments to third parties through our Online Cash Management Service; and

iii) Transferring Funds. This activity level allows you to obtain account information, to transfer funds between accounts linked to the Access ID, and to obtain certain other banking services. Each checking, money market, credit card, if available, and loan account linked to your Access ID will have this activity level, unless you choose otherwise and communicate that instruction to Heritage.

b. Access; Security. Heritage Bank & Trust is strongly committed to protecting the security and confidentiality of our customer account information. Heritage uses state-of-the-art technology in the ongoing development of its Online Cash Management service to ensure this security. We use several different methods to protect your account information:

- You can only access the Service with certain browsers that have a high security standard;
- Your account numbers are not displayed in full - only the last 4 digits can be viewed;
- You must have a valid Access ID and Password to log-on; and
- If no action is taken for 20 minutes, you will be automatically logged off the Service.
- If no activity occurs on your account within 90 days, your access is terminated.

If you permit another person to use the Service or give them your Access ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your Service registration even if that person exceeds your authorization.

c. Schedule of Fees for the Funds Transfer Service. Fees applicable to the Service are disclosed under the [Schedule of Fees](#).

d. E-mail Communications. Communications sent over the public Internet are not necessarily secure. Therefore, we strongly suggest that you do not send any confidential account information unless using the electronic communication options provided in our Contact Us

section. You agree that we may take a reasonable time to act on any e-mail. Note that Heritage may send you electronic messages about other products or services we offer please see our [Privacy Policy](#) for further information.

e. Stop Payments. "Stop Payments" allow you to request a stop payment on an item that has not posted yet. After accessing the Service and entering your user identification and password, you must enter the account, amount of the check, check number, the date of the check, the payee, and the reason for issuing the stop order. After completing the necessary data, you may press the 'Proceed' button to issue the stop order. BY PRESSING THE PROCEED BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE ADOPTED THIS PROCESS AS YOUR SIGNATURE AND INTEND TO PROVIDE YOUR ELECTRONIC SIGNATURE THROUGH THIS MEDIUM.

Customers may also stop payment on checks drawn on that customer's account by traditional means. Customers should also be aware that an order to stop payment is effective for six (6) months, but it lapses after fourteen (14) calendar days if the order was not confirmed in writing within the 14-day period. NOTE: AN ONLINE STOP ORDER HAS THE SAME EFFECT OF A SIGNED WRITING. Fees applicable to the Service are disclosed under the [Schedule of Fees](#).

f. Business Accounts. Heritage business account customers must first contact Heritage and enroll in the Service's Cash Management Services. For more information, see the Access ID Agreement and Disclosure that you will obtain when you receive your Access Identifier Enrollment Form. If your business has previously received an Access ID, your representative may enter it to register for the Service.

g. Consent to Receive Alerts Electronically

By accepting this Agreement, you consent to receiving alerts concerning Online Banking and your enrolled bank accounts electronically, including by mobile phone (e.g. SMS or other text message) or e-mail (each of the foregoing being an "electronic address"). You must enter your electronic addresses for alerts within Online Banking. You are solely responsible for immediately updating your electronic address if it changes. You must update your electronic address by logging into your Online Banking service, accessing the page for managing Alerts and changing your email address or Mobile Device phone number. If you need assistance updating your electronic address, you may call Heritage Bank & Trust at 931.388.1970. All alerts by us shall be deemed given and received by you immediately upon being sent to the electronic address you have most recently updated. Unless specifically required by law, we are not obligated to provide alerts to you by regular mail or by any means other than electronic transmission. You may, without charge, withdraw your consent to receiving alerts and communications electronically by calling Heritage Bank & Trust at 931.388.1970, but in that event we can terminate your Mobile Alerts service.

Account alerts may be turned on or off as part of the Product. They may then be customized, deactivated or reactivated by you. Provider may add new alerts periodically, or cease to provide certain alerts at any time in its sole discretion. Electronic alerts will be sent to the Product through its operating specific notification system or for the html client the phone number or email address you have provided as your primary email address for the Product. If your email address or your mobile device's email address changes, you are responsible for informing us of that change through the Product settings interface. Alerts may include sensitive information such as low balance warnings or large deposits but will never include account numbers or balance information. You must re-enter the Product to see such details. In order to keep alerts sent to you electronically, you must have the ability to save them to your Mobile Device or computer, or to print them.

i) Online Banking Alerts Availability

We will use reasonable efforts to make Online Banking Alerts service available for your use on a continuous basis. We do not guarantee functionality of Online Banking Alerts (or any Mobile Banking Software) on all Mobile Devices, on all communications networks, in all geographic regions, or at all times. Online Banking Alerts service may be temporarily unavailable for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours, but we may conduct maintenance at any time. In addition, your accessibility to the Online Banking Alerts service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use commercially reasonable efforts to re-establish Online Banking Alerts service in those instances, but we do not promise the Online Banking Alerts service will always be available for your use. We may elect to discontinue Online Banking Alerts (or any of the services that we provide, from time to time, through Online Banking) at any time. If we choose to discontinue Online Banking Alerts, we will provide you with reasonable notice. In the case of a disaster, your Online Banking Alerts may be suspended in order to allow emergency and responding personnel to use the cellular networks. In no event, regardless of cause, shall we be liable to you for unavailability of Online Banking Alerts services, or your inability to access Online Banking Alerts or to execute Online Banking Alerts functions.

ii) Mobile Device and Mobile Communications

You are responsible for providing your own Mobile Device that supports 256-bit encryption and a mobile communications service provider. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

We are not a party to, and we have no duty, liability or responsibility with respect to or in connection with (i) your mobile communications service provider agreement, or (ii) any Mobile Device, hardware, software or other any product or service you may purchase from others relating to your use of Online Banking Alerts. This Agreement does not amend or supersede any agreements that you have with third parties (such as your Mobile Device supplier and your mobile communications service provider), and you remain subject to all terms, fees, costs, other charges, limitations and restrictions in those agreements with third parties. Your Mobile

Device supplier and your mobile communications service provider are responsible for their products and services. You agree that any problems you may have concerning those companies' products, services or agreements shall be resolved by you directly with them, and without involving us.

Your Mobile Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk.

iii) Lost or Stolen Mobile Device or Password; Unauthorized Transactions

If you believe your Mobile Device, user name (Login ID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us AT ONCE at 931.388.1970. For additional information regarding your and our rights and responsibilities regarding unauthorized transactions, please review your Online Banking Agreement and the applicable agreement(s) governing the affected deposit account or credit account.

2. Online Cash Management Funds Transfer Service Particulars.

a. Types of Transfers; Posting. You can transfer funds between your Checking and Savings accounts using the Service, and between your deposit accounts and your Money Market Account. All such transfers are effective when you complete the transaction online.

You can also transfer funds between your deposit accounts and certain line of credit accounts using the Service. Transfers to a line of credit account will not be reflected in your line of credit account until the business day following the day on which you complete the transaction. You cannot transfer funds between line of credit accounts using the Service.

b. Transaction Limits. There is a maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the deposit account to provide overdraft protection.

c. Funds Availability. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.

d. Restrictions on Transfers from Savings and Money Market Accounts. Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings or money market account; however, you may make no more than six (6) transfers or withdrawals out of such an account per monthly statement cycle (not counting transactions made at ATMs or at banking centers). Transfers made by telephone, personal computer or funds automatically transferred from a savings or money market account to another deposit account for overdraft protection are counted toward the six total permitted monthly transfers or withdrawals. If your transactions exceed the legal limit, Heritage will charge you a fee for each such transaction in excess of the legal limit. If you exceed the restrictions three (3) times during a 6-month period, we reserve the right to change your account to another type of account that you are eligible to maintain. On Regular Savings and New Generations (Children's) Savings accounts, we charge a fee for each withdrawal or transfer in excess of three (3) per quarter. The amount of these fees and the minimum balances necessary to avoid these fees, where applicable, are set forth in the Schedule of Fees

e. Insufficient Funds to Complete Transfer. If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created.

f. Correcting or Canceling Your Transfer. You cannot cancel your transfer after it has been entered in the Service and the information is transmitted to us. You can correct information about a transfer before you send us the information, and you can use the Service to reverse a transaction after it has been entered. This is considered a new transaction.

g. Documentation and Verification of Transfers. The date and amount of transfers made through the Service will be shown on the Transaction screen of the Site, and will also be shown on your printed statements for the accounts from which and to which the transfer is made.

h. Address and Telephone Number for Notification of Unauthorized Use. If you believe your Access ID or Password has become known by an unauthorized person, or that someone has transferred money without your permission, call Heritage immediately at: (931) 388-1970, or write to:

**Online Banking
Heritage Bank & Trust
217 S. James Campbell Boulevard
Columbia, TN 38401**

If you suspect that an unauthorized transfer may have occurred, we may require you to sign an affidavit to that effect. Contact Heritage with any other questions or problems that you may have regarding the Service, including:

- You have a problem with a transfer you authorized, or your statement reflects a transfer you think is in error.

- You need to obtain documentation concerning a transfer previously issued from your account. (There may be a fee for these requests, as disclosed in the Schedule of Fees at the end of this Agreement).

i. Disclosure of Account Information. We may disclose information to third parties about your account or the payments or transfers you make:

- When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;
- To verify the existence and status of your account for a third party such as a credit bureau or merchant;
- At Heritage's discretion, to any of our subsidiaries or affiliates;
- If you give us your written (including electronic message) permission; or
- As otherwise permitted or required in the Bank's Deposit Agreement and Disclosures or other applicable agreements, or by law or government regulations.

3. Additional Provisions Applicable Only to Business Accounts.

When you transfer funds using the Service in connection with business accounts, the information in this Section applies to you.

a. Enrollment Form and Certification of Authority. Before using the Service, you must execute and deliver to us an Access Identifier Enrollment Form, which includes a Certification of Authority. This enrollment form is incorporated by reference as part of this Agreement. Only a person whose Access ID has a "Transferring Funds" or "Bill Payment" activity level may sign up for the Service's Funds Transfer Service.

b. Protecting Your Access ID and Password. You agree that we may send confidential mailings, including Access ID and Password confirmations, to the current address shown in our records for your primary checking account, whether or not that address includes a designation for delivery to the attention of any particular individual; and you further agree that Heritage will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit or at your place of business.

You agree to: (1) keep your Access ID and Password secure and strictly confidential, providing them only to authorized signers on your account(s) or other trusted employees, agents, etc. whom you want to act as your representative to access your account(s); (2) instruct each person to whom you give your Access ID and Password that he or she is not to disclose them to any unauthorized person; and (3) immediately notify us and select a new Access ID and Password if you believe your confidential access information may have become known to an unauthorized person.

Heritage shall have no liability to you for any unauthorized payment or transfer made using your Access ID and Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your Access ID and Password, even without receiving such notice from you, if we suspect they are being used in an unauthorized or fraudulent manner.

c. Your Obligation to Examine Records And Report Discrepancies. Heritage provides no separate written confirmation of individual payments or transfers. Confirmation is provided through online information available from the Service and through your periodic mailed account statements. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. In no event shall the Bank be liable for interest compensation as described below, unless we are notified of a discrepancy within 30 days from the date of your first statement reflecting the discrepancy.

d. Acknowledgment of Commercially Reasonable Security Procedures. By using the Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

e. Limitation of Bank's Liability. If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability shall be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Heritage is headquartered for each day interest is due, computed on the basis of a 360-day year.

Unless otherwise required by law, in no event will Heritage be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorneys' fees, even if we are advised in advance of the possibility of such damages.

4. COMMERCIAL SWEEP ACCOUNTS

Customers who have "Commercial Sweep Accounts" will only see the transactions for the "checking" portion of the account using the Service. Commercial Sweep Account customers will not have on-line access through the Service to view the status of funds swept from their Commercial Sweep Account to their third party investment account with Goldman Sachs.

5. PROPRIETARY INFORMATION

Copyright in the images, text, screens, and web pages appearing at the Site are owned by Heritage or others as indicated. The information and materials may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes, except as provided in these terms and conditions without our express written permission.

RELATED AGREEMENTS

Your Heritage accounts accessed by the Service continue to be governed by the following Heritage agreements and documents, as they are amended from time to time, and each are incorporated herein by reference: (1) Deposit Agreement and Disclosures, (2) the applicable Personal or Business Schedule of Fees, (3) the applicable Schedule of Miscellaneous Fees for Personal or Business Accounts, and, (4) for Money Market Accounts, your Money Market Account Customer Agreement. If you have overdraft protection or credit card accounts that are accessed by the Service, they continue to be governed by the applicable agreements you have with Heritage. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

TERMINATION OF SERVICES

You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Service. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing. We can also terminate the Service if we believe that an actual or potential unauthorized use of your Access ID, Password or account may be occurring. Heritage reserves the right to terminate your access to the Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

MISCELLANEOUS

AMENDMENTS

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

NEW SERVICES

We may, from time to time, introduce new services that are part of the Service. We will update this Agreement to notify you of these new services. By using the Service after those new services become available, you agree to be bound by the terms contained in the revised agreement.

VIRUS PROTECTION

You agree that Heritage is not responsible for any electronic virus that you may encounter using the Service. We encourage you to routinely scan your PC and diskettes using any reliable virus protection product to detect and remove any viruses found. Undetected or un-repaired, a virus may corrupt and destroy your programs, files and even your hardware.

OUR LIABILITY

UNLESS OTHERWISE PROHIBITED BY LAW, ANY COMMUNICATION OR MATERIAL YOU TRANSMIT TO US VIA THE SITE OR INTERNET ELECTRONIC MAIL IS ON A NON-CONFIDENTIAL BASIS AND HERITAGE MAY USE SUCH COMMUNICATION OR MATERIAL FOR ANY PURPOSE CONSISTENT WITH OUR PRIVACY POLICY, INCLUDING REPRODUCTION, PUBLICATION, BROADCAST AND POSTING. WE WILL USE OUR BEST EFFORTS TO INCLUDE ACCURATE AND UP TO DATE INFORMATION ON THE SITE, BUT WE MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF THE INFORMATION. YOU AGREE THAT ALL ACCESS AND USE OF THE SITE AND ITS CONTENTS IS AT YOUR OWN RISK.

BY USING THE SITE, YOU ACKNOWLEDGE THAT WE SPECIFICALLY DISCLAIM ANY LIABILITY (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR ACCESS TO OR USE OF THE SITE, (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES WHICH MAY INFECT A USER'S COMPUTER EQUIPMENT.

WITH REGARD TO SERVICES OR PRODUCTS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE FROM A PERSON OR ENTITY OTHER THAN HERITAGE AND WITH REGARD TO SERVICES OR PRODUCTS OFFERED THROUGH THE SITE BY HERITAGE, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, HERITAGE MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO SUCH SERVICES AND PRODUCTS AND HERITAGE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES WITH REGARD TO SUCH SERVICES AND PRODUCTS.

CHARGES AND FEES

Customer Service requests for which you may be charged by Heritage include:

Ordering copies of checks, copies of statements or other requests made through the 'Send a Request' option. These service requests are subject to Heritage's normal service charges that were disclosed at account opening and in any subsequent editions of or amendments to your Schedule of Fees brochure. Please refer to the latest version of your Schedule of Fees & Disclosure document and any applicable amendments.

Transfers of funds using the Service are free except as follows: If you have a Money Market Account, the number of transactions that you are allowed during a monthly statement cycle is limited. Transfers through the Service are counted. If you exceed the total number of authorized transactions for those accounts, your account will be charged as stated in the Schedule of Fees. If a transfer from a deposit account draws funds from an overdraft line of credit, or you directly make a transfer from your line of credit, you may be charged a fee for each advance, as stated in your Line of Credit Agreement.

Money Market Savings accounts: The number of transfers allowed during a monthly statement cycle are limited. Transfers through the Service are included, but if you exceed the total number of authorized transactions for these accounts, your account may be charged an excessive activity fee.