

COMMERCIAL USER TERMS AND CONDITIONS

The following Terms and Conditions shall apply to all use of Foothills Community Bank's Business Internet Banking. These Terms and Conditions are in addition to the terms of the Bank's most current deposit and loan agreements and any applicable disclosures. Foothills Community Bank ("Bank") reserves the right to modify these Terms and Conditions at any time, effective upon publication (or following notification or authorization to the extent required by law). Client's use of any Business Internet Banking Service constitutes agreement to these Terms and Conditions and to any subsequent modifications thereof.

Definitions

Use of "we", "us", "our" and "Bank" are used to refer to Foothills Community Bank and any affiliates. "You", "your", "user" or "Client" refer to the authorized signers, users or owners of any account(s) through Internet Banking.

Account Access

Subject to the terms of this Agreement, you will generally be able to access your accounts through the Bank website 24 hours a day, seven days a week. At certain times, Internet Banking may not be available due to scheduled system maintenance or circumstances beyond our control. Account access may be gained by calling the Bank's Customer Services during regular business hours or during any scheduled system maintenance.

The following services are subject to the following cutoff hours on business days:

- Wire transfers- 2:00 p.m.
- Stop payment- 4 p.m.
- Internet Transfers- 4 p.m.

Customer Support

Telephone Support is available by calling 706-216-5900, Monday through Friday from 9:00 a.m. to 5:00 p.m.

Business Days

Business days are Monday through Friday except for federal holidays. Transactions initiated on Saturday, Sunday, or any federal holiday will be processed by the Bank on the next business day.

Online Services Available

Internet Banking may be used to obtain Bank products and services at the selected service level. Available services include obtaining balance information, transaction history, funds transfers, viewing check images, and stop payment requests. In some instances balances and transaction history may only reflect activity conducted through the close of the previous business day.

Foothills Community Bank may, from time to time, introduce new online services. When this happens, we will update our website to include them. By using an online service through Internet Banking, you agree to be bound by these Terms and Conditions, as modified at that time.

Security

Passwords must be at least 6-characters long and have one numeric character. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS TO PREVENT UNAUTHORIZED ACCESS TO YOUR USER ID AND PASSWORD. IF YOU BELIEVE THAT YOUR PASSWORD HAS BEEN STOLEN OR COMPROMISED, YOU AGREE TO IMMEDIATELY NOTIFY THE BANK AT THE NUMBER LISTED ABOVE (see "Customer Support"). You assume the entire risk for any fraudulent or unauthorized use of your User ID or password, excepting only losses directly resulting from the gross negligence or intentional misconduct of the

Bank, its employees or agents. You also assume the risk for any User IDs or passwords created by the Administrative Person assigned by the Bank.

Account Authorization

Any authorized representative of your business designated in the current depository resolution and the Commercial Internet Banking Enrollment form is authorized, subject to these Terms and Conditions as modified from time to time, to:

- Access each Internet Banking accessible account(s) in any manner and for any purpose available through this service, whether now available or available in the future; and,
- Use any service in any manner and for any purpose available through Internet Banking, whether now available or available in the future.

Waiver of Two Signature Requirement

The provisions of any other account or loan agreement with the Bank requiring two signatures on any check, draw request or other instruction shall not apply to any Internet Banking transactions. By initialing any on-line transaction you specifically waive any requirement for signatures or authorization from two or more authorized persons and release Bank from liability for acting in accordance with on-line transaction. Any authorized person designated in the Commercial Internet Banking Enrollment form shall have authority to make Internet Banking transactions, including funds transfers from your account, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g. by check) must be exercised jointly with one or more other persons.

Funds Transfers

You may transfer funds among any checking, savings, money market, or loan account(s) maintained by you with the Bank or external accounts which are accessible via Internet Banking.

Any transfer you make from your savings or money market account(s) will count towards the six transfers or payments per statement period permitted under the terms of your Account Agreement. Fees may apply for transactions on savings and money market account(s). More information on fees can be found in the account disclosure. The Bank may also close your savings or money market account(s) in the event of excess transfers. A detailed explanation of the limitations of transfers, withdrawals and payments from these accounts can be found on your Account Agreement and Account Disclosure.

A transfer between internal Bank accounts or to an external, non-Foothills Community Bank account, that is completed before the transfer cutoff time(s) on a business day will be posted from your Foothills Community Bank account(s) the same day. All transfers completed after the transfer cutoff time on a business day or on a day that is not a business day, will be posted the next business day. The transfer cutoff time for internal transfers between Foothills Community Bank accounts is 4:00 P.M. (Eastern Standard Time). The transfer cutoff time for wire transfer funds from a Foothills Community Bank account to an account at another financial institution is 2:00 P.M. (Eastern Standard Time).

Wire Transfers

To be eligible to transfer funds to an external, non-Foothills Community Bank account, a repetitive agreement must be on file with Foothills Community Bank. If no such agreement is on file, wire transfer request may not be accepted.

Provisions applicable to all internal and external funds transfers:

- You agree that you will not initiate any funds transfer request that would cause the account balance to be less than \$0.00.

- You agree that the Bank may act upon any funds transfer request that the Bank reasonably believes is initiated or directed by an authorized person.
- Bank may reject any funds transfer request, which exceeds the collected or available funds on deposit with the Bank in the applicable account. The Bank may, in its sole discretion, permit an overdraft plus any applicable fee. The Bank is not obligated; however, to permit any further overdrafts or to give any notice that further overdrafts will not be permitted, regardless of how many overdrafts may have been permitted previously.
- You have no right to cancel or modify a funds transfer request after its receipt by the Bank. The Bank, in its sole discretion, may make reasonable efforts to cancel or modify the transaction if the Bank has not yet acted upon the request.
- You acknowledge and agree that this Bank and any intermediary bank may rely solely on the transfer information provided by the Client, including bank identification numbers and account numbers, that identifies an intermediary bank or beneficiary bank in any funds transfer request, even if such numbers identifies a bank different from the intermediary bank or beneficiary bank identified by name in the external funds transfer order, and you agree that neither this Bank nor any intermediary bank shall have any duty to identify any inconsistency in identification.
- YOU AGREE TO PROMPTLY NOTIFY THE BANK IN THE EVENT THAT YOU HAVE REASON TO BELIEVE THAT ANY FUNDS TRANSFER TO ANY EXTERNAL ACCOUNT WAS NOT COMPLETED OR RECEIVED.

Agreement to Pay

You agree to pay Foothills Community Bank, without defense or set off, any and all overdrafts that may be permitted by the Bank pursuant to any funds transfer or online payment made via Internet Banking by any authorized person and to pay any applicable bank fees or charges.

Bill Pay Service

Foothills Community Bank uses a non-affiliated third party acting on our behalf to process bill payments. This third party processor is required to adhere to the Bank's strict standards of security and privacy protection. Paper checks processed by the non-affiliated third party may show that they are drawn on the third party processor rather than on Foothills Community Bank.

We will not be obligated to make a payment unless the designated account has sufficient funds to pay the bill on the payment dates. If the account is closed and there are pending payments, all pending payments associated with that account will be cancelled. The Bank will not have any responsibility for such cancelled payments.

We will not monitor the payments that are made through the bill payment service. If a business account is used to pay bills and a user pays bills which do not belong to the business, the business assumes the entire risk of the loss and indemnifies and hold the Bank, Bank directors, officers, employees and agents harmless from all loss, liability, claims, demand, judgments, and expenses arising out of or in any way connected with such use.

There will be a delay between the date the payment the payment is sent (payment date) and the date the payee receives that payment. Any payments made through the bill pay service require sufficient time for your payee to receive your payment and credit your account properly. You will be solely responsible for scheduling payments sufficiently in advance of the due date to avoid incurring finance or late payment charges. Bill pay instructions delivered through Internet Banking must be received prior to 4:00 P.M. EST on a business day in order for payment to be issued on that business day.

If, following timely receipt of an accurate bill pay instruction, the Bank does not properly complete a bill payment on time or in the correct amount, we will pay any late fees or finance charges which you

reasonably incur as a result, provided that your account was in good standing with the payee prior to the incident. We will not be responsible for any finance charges, late fees or other costs imposed or any action taken by a payee resulting from a payment that you have not timely or accurately rescheduled. You agree to notify the Bank promptly if you receive a notice or otherwise have reason to believe that any bill payment made by you through Internet Banking was not completed or remains unpaid.

In order to cancel a payment, you must sign into Online Banking and follow the directions provided on the Bill Payment screens. The cancel feature is found in the Payment History or Recurring Payments section of Online Banking.

We will not be liable if there are insufficient available funds or credit availability in the checking account at the time of any scheduled payment; if the account is closed or frozen; or if any part of the electronic funds transfer system outside of our control is not working properly. We will not be liable in any event for indirect, special, or consequential damages arising out of the use of the bill payment service.

Stop Payment Requests

Stop payment orders may be transmitted by Internet Banking and must be received by the Bank by such time that the Bank will have a reasonable opportunity to act on it prior to the earlier of the payment of the check, draft or other item ("check") by the Bank or the cutoff hour established by the Bank for receipt of such orders, if any. Orders received after 4:00 P.M. Monday - Friday. Stop payment requests received via Internet Banking will be treated as a written stop payment order or confirmation. **THE BANK IS NOT BOUND BY A WRITTEN STOP PAYMENT ORDER AFTER 6 MONTHS FROM THE DATE OF A WRITTEN STOP PAYMENT ORDER OR CONFIRMATION UNLESS THE ORDER IS RENEWED EITHER VIA INTERNET BANKING OR BY SIGNING A STOP PAYMENT ORDER REQUEST FORM FOR ANOTHER SIX MONTHS.** Stopping payment on a check does not relieve you or any other signer of the check from liability on the check to a person who has taken the check for value, in good faith, and without notice of any defense or claim that you or any other signer of the check may have on the check.

By initiating a stop payment order, you agree to pay the stop payment fees identified in the Bank's current fee schedule and authorize the Bank to deduct the fees from any account that you maintain at the Bank.

You understand the need for absolute accuracy in describing the check upon which stop payment is being requested. **IF ANY INFORMATION DESCRIBING THE CHECK IS NOT ACCURATE, THE BANK MAY NOT FIND THE ITEM AND THEREFORE THE CHECK WILL NOT BE STOPPED.** The Bank will not be liable for failing to stop payment on a check for stopping payment on the check is not accurately described by you. The Bank is obligated only to exercise good faith and ordinary care in complying with any stop payment order.

You indemnify and hold harmless the Bank against any loss, cost, expense, damage or liability (including reasonable attorney's fees) the Bank may sustain for stopping payment on any check described in a stop payment order.

Liability

Our liability to you is as stated in these User Terms and Conditions and as further explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your deposit and/or loan account(s). Under no circumstances will we have any liability to you for failing at any time to provide access to your accounts through this service. Except as otherwise required by applicable law, the Bank's responsibility and liabilities in providing Internet Banking Services shall be as expressly stated in these User Terms and Conditions, as modified in accordance herewith.

THE BANK, ITS AFFILIATES, SERVICE PROVIDERS AND AGENTS WILL INCUR NO LIABILITY FOR LATE OR UNSUCCESSFUL TRANSACTIONS OR TRANSFER ATTEMPTS: IF THE DESIGNATED ACCOUNT HAS INSUFFICIENT FUNDS; IF THE ACCOUNT IS SUBJECT TO LEGAL PROCESS OR OTHER ENCUMBRANCES RESTRICTING ITS TRANSFER; IF INCOMPLETE OR INACCURATE INFORMATION IS FORWARDED TO THE BANK BY THE UNITED STATES TREASURY OR THROUGH AN AUTOMATED CLEARING HOUSE; IF THE USER ID OR PASSWORD HAS BEEN REPORTED AS LOST OR STOLEN; IF THE INTERNET BANKING SERVICE OR BANK WEBSITE IS MALFUNCTIONING AND YOU HAVE BEEN SO ADVISED; IF YOU HAVE FAILED TO PROVIDE PROPER PAYEE INFORMATION, FAILED TO PROPERLY FOLLOW INSTRUCTIONS, THE PAYEE OR TRANSFER RECIPIENT MISHANDLES OR DELAYS A PAYMENT OR TRANSFER; IF THE BANK HAS REASONABLE GROUNDS TO BELIEVE THAT SUCH TRANSFER IS UNAUTHORIZED; IF YOUR COMPUTER EQUIPMENT, SOFTWARE OR INTERNET CONNECTION OR INTERNET SERVICE PROVIDER WAS MALFUNCTIONING AT THE TIME SUCH TRANSFER ATTEMPT WAS MADE, OR FOR ANY CIRCUMSTANCES BEYOND BANK'S CONTROL, INCLUDING ANY NATURAL DISASTERS, DELAYS IN MAIL SERVICE, OR OTHER FORCE MAJEURE EVENTS.

IN NO EVENT WILL BANK OR ITS SERVICE PROVIDERS OR OTHER AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES, WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE OR THEY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant account;
- We reasonably believe may have been requested or issued without proper authority;
- Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal;
- We reasonably believe might violate the laws or regulations of the United States, including without limitation, regulations of the Office of Foreign Asset Control (OFAC)
- Would violate any applicable provision of any risk control program of the FDIC or applicable rule or regulation of any other federal or state regulatory authority;
- Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
- We reasonably decline to honor for your or our protection.

Indemnification

Except to the extent that we are liable under these User Terms and Conditions or an agreement that otherwise governs your deposit and/or loan account(s), you agree to indemnify and hold Foothills Community Bank, its affiliates, directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of the Internet Banking service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Internet Banking by you or your authorized representative.

Changes

Except where prior notice or authorization is required by law, we may change these User Terms and Conditions at any time. You may decline to accept changes by discontinuing use of the Internet Banking Service. Continued use of the Internet Banking Service following posting of any changes shall constitute acceptance of those changes. Changes to the Bank's schedule of fees and charges for Internet Banking services shall be effective thirty (30) days after posting.

Termination

Either you or the Bank may terminate these arrangements at any time by giving written notice to the other. Termination shall be effective immediately upon the Bank's receipt of your written notice to terminate or the Bank's mailing to you of its written notice to terminate.

Governing Law

These User Terms and Conditions and use of the Internet Banking services is governed by applicable Georgia and federal laws and regulations, except to the extent that these User Terms and Conditions can and do vary such laws. To the extent that any of the User Terms and Conditions cannot be legally enforced, they shall be deemed modified to the extent necessary to conform to applicable law and regulations.