

# Online Service Banking Terms and Conditions Agreement

The Andrew Johnson Bank's Online Banking Service is available to all of our customers at no monthly charge. The Online Banking Service allows customers to view account information and make internal transfers. The Bill Payment feature is an optional free service for checking accounts. You may add the Bill Payment feature at any time.

## **I. Introduction**

This Agreement is a contract between you and Andrew Johnson Bank that outlines and governs the Terms and Conditions for accessing your personal and commercial accounts via Andrew Johnson Bank's Online Banking Services. This agreement explains the terms and conditions which govern the following Online Banking Services:

- Account and Balance Inquiries
- Account Transfers
- Bill Payment
- Secure E-mail to bank
- Transaction Downloads

By using the Online Banking Services provided by Andrew Johnson Bank, you agree to abide by the terms and conditions of this agreement. All applicable federal laws and regulations will govern this agreement. In the event that no federal law applies, laws and regulations effective in the State of Tennessee will govern the agreement. Some of the terms set forth in this agreement are governed by the Electronic Funds Transfer Act ("EFT Act") which is only applicable to consumers. Commercial Account holders are not entitled to the rights provided under the EFT Act. In order to use Andrew Johnson Bank's Online Banking Service, you must accept the Terms and Conditions by accepting the Online Banking Enrollment Form stating you agree to abide by all of the Terms and Conditions of this Agreement and acknowledge your receipt and understanding of this Agreement. Please read this Agreement carefully and print a copy for your records. The term "business day" refers to Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

## **II. Accessing Your Accounts**

In order to activate your Online Banking Service, you must have at least one checking, savings, certificate of deposit, or loan with Andrew Johnson Bank. Andrew Johnson Bank uses Multilayer Authentication that protects you from possible illegal access to your accounts. These items you select and choose will be known as your passwords. You should not, under any circumstances disclose your passwords by telephone or to anyone claiming to represent Andrew Johnson Bank. Bank employees do not need and should not ask for your password. You will be issued a temporary password. The first time you log on to the Online Banking System, you will be required to change the initial access password to meet the below requirements and setup your initial passwords:

- The Access ID you select may be any combination of alphanumeric characters, with a minimum of six (6) characters.
- The Password criteria is as follows:
  - Minimum password length is 9 characters,
  - Maximum password length is 17 characters,
  - Number of numeric characters required is 1 and
  - Number of Uppercase alphabet characters required is 1.
  - Number of Lowercase alphabet characters required is 1.
  - Number of Special Characters required is 1.
- Passwords are case sensitive (must be entered exactly as input with upper and/or lower case characters).
- Passwords can be changed at any time by the account holders through Andrew Johnson Bank's Online Banking Service.
- You will provide answers to a series of challenge questions that you and only you should know. Be careful not to choose questions that someone using social media like Facebook may gain access from.
- Every computer is unique, similar to a fingerprint. These characteristics will be stored for any computer you register. Any new computers will require answers to the challenge questions you set up. You have an option to register a computer or not. Do not register a computer that can be accessed in a public place or a neighbor's house.

If you suspect that an unauthorized person has access to all your passwords or believe these have been lost or stolen or that someone has attempted to use the service without your consent or has transferred funds without your permission, you must notify Andrew Johnson Bank immediately.

- Call the Andrew Johnson Bank Online Banking Department at (423) 783-1000 and tell a representative about your security concern.
- The Andrew Johnson Bank's Online Banking Representatives are available Monday through Friday, 8:30 a.m. until 5:00 p.m. excluding federal bank holidays.

As a customer of Andrew Johnson Bank, you may access your accounts by agreeing, if applicable, to pay any required fees as described in section VIII of this agreement. You should never write any of your passwords down where they could be accessed by anyone else. Any person having access to your Andrew Johnson Bank Online Banking and that knows your information, could access your Online Banking Service and perform all transactions, including reviewing account information, making transfers to other accounts which have mutual ownership, and possibly make bill payments from your account. You are liable for all transactions made or authorized using your passwords. If, despite the Bank's advice, you give your passwords to anyone, you do so at your own risk since anyone to whom you give your passwords will have full access to your account(s), even if you attempt to limit that person's authority.

Please refer to Section VIII - Fees and Charges for Online Banking Services. There are no additional fees or charges, other than those outlined in Section VIII, for transferring funds between accounts at Andrew Johnson Bank through Andrew Johnson Bank's Online Banking Service.

You may use your personal computer to:

- View account balances and transaction history,
- Transfer funds from checking and savings accounts into:
  - Other Andrew Johnson Bank checking and savings accounts which belong to you and/or
  - Loan accounts that belong to you,
- Establish automatic transfers from one of your accounts to another (from checking and savings to checking, savings or loans),
- Pay bills to any merchant, institution or individual with a U.S. mailing address and
- Communicate directly with Andrew Johnson Bank via E-mail.

Other services may be added to Andrew Johnson Bank's Online Banking Service and will be communicated to our customers as the additions are made.

### **III. Terms and Conditions**

The first time you access any of your accounts through Andrew Johnson Bank's Online Banking Service, you confirm your agreement to abide by all the terms and conditions of this Online Agreement and acknowledge your receipt and understanding of this disclosure.

#### **Fees and Charges**

Andrew Johnson Bank reserves the right to cancel your online service at any time without notice due to insufficient funds in one or more of your accounts. After cancellation, service may be reinstated at the discretion of the Bank provided that funds are available to cover the cost of any fees and /or pending transfers. To reinstate your service, contact an Andrew Johnson Bank Online Banking Representative at one of our locations. If you do not access your accounts via Andrew Johnson Bank's Online Banking Service for any consecutive 180 day period, Andrew Johnson Bank reserves the right to disconnect your service. (See paragraph above for reinstatement of service information.) If you do not schedule or process a payment with your Andrew Johnson Bank Bill Payment system within a three (3) month period, Andrew Johnson Bank reserves the right to discontinue your Bill Payment Service. You agree to be responsible for any local or long distance telephone charges or Internet Service Provider (ISP) charges that you incur by accessing your accounts via Andrew Johnson Bank's Online Banking Service. If you wish to cancel any of your Andrew Johnson Bank Online Banking Services, please contact an Andrew Johnson Bank Online Banking Representative at one of our locations or send us cancellation instructions in writing to Andrew Johnson Bank, ATTN: Online Banking, PO Box 907, Greeneville, TN 37744.

#### **Hours of Accessibility**

You may access Andrew Johnson Bank's Online Banking Service 24 hours per day, seven (7) days per week. Necessary system maintenance will be scheduled for hours during which system traffic is normally at a minimum. If the system is unavailable due to an unanticipated problem, you may use the automated voice response system (Telebanc), one of our ATM machines, or a branch office (during regular business hours) to conduct your transactions.

## **Additional Terms**

- Balance Information - You may access any eligible Andrew Johnson Bank Account on which you are an owner and signer to receive transaction history and balance information. The balance and account history will show the current balance of the account, including any transactions conducted prior to the inquiry. In progress returns due to non-sufficient funds or stop payments may not be reflected in the inquiry.
- Account Information - Account balances and activity is current information. Funds transferred between related accounts that are initiated on your computer using Online Banking and received by the Bank before 4:30 p.m. EST Monday through Friday, will be effective on the current business day. Transfers processed on your computer using Online Banking and received after 4:30 p.m. EST Monday through Friday or all day Saturday, Sunday and banking holidays will be effective the following business day.
- Transaction Sessions - You will be automatically disconnected from this service after 15 minutes of inactivity.

## **IV. Online Bill Payment**

Through Andrew Johnson Bank's Online Banking Service you may subscribe to our optional Online Bill Payment system. The Online Bill Payment service allows you to schedule payments through your Online Banking for current, future and recurring bills from your checking or savings account. You must designate a specific checking or savings account (excluding money market accounts) as your Online Bill Payment account.

### **Eligibility**

You may pay any merchant or individual approved for payment by Andrew Johnson Bank for payment through the Online Bill Payment Service. We will be unable to process any payments to federal, state, or local tax agencies. Online Bill Payments are available only to payees with a U.S. mailing address.

### **Bill Pay Procedure**

By furnishing us with the names of your payees (merchants and/or individuals) and their addresses, you give us authorization to follow the payment instructions, which you provide to us via Andrew Johnson Bank's Online Banking Service for these payees. When we receive a payment instruction for the current date or a future date, we will remit the funds to the payee on your behalf from the funds in your selected account on the day you have instructed them to be sent (Payment Date). We are not obligated to pay funds from your account(s) if the account balance is insufficient to cover the payment, unless your account has overdraft protection in an amount sufficient to cover the payment. Funds for all bill payments, whether paid electronically or by check, will be withdrawn on the day the payment is scheduled to be sent to the payee.

### **Stop Payments**

You have the right to stop or change any scheduled payment. You must cancel the payment no later than 2:00 p.m. EST of the day prior to the Payment Date by calling an Andrew Johnson Bank Online Banking Representative at one of our locations. We shall not be liable to you due to a stop payment request if your order to do so is not presented prior to processing the payment. Once processing of the payment has begun, you can no longer stop payment.

### **Note**

Any payments made with Online Banking Bill Pay require sufficient time for your payee to credit your account properly. To avoid incurring a finance charge or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. In the event that the payee for your scheduled payment does not accept payments via the electronic system, your payment will be made by mailing a paper check. Paper payment requires a longer delivery time. Payments should be made four (4) business days prior to the due date. On paper checks, these should arrive on or before the due date. Transactions could post and clear before the due date.

### **Liability**

If you fail to schedule our payment according to the recommended time frame, Andrew Johnson Bank will not be responsible for the late fees or finance charges. We shall not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges or late fees. Paper checks are mailed to the address you supply. Andrew Johnson Bank will not be

responsible for processing incorrect information, which is supplied by you through the bill payment system, or for failure of the payment to process due to incorrect information. In addition, we will not be liable if any third party through whom any bill payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or credit availability in your designated payment account or overdraft protection plan, if a legal order prohibits us from conducting withdrawals to the payment account, if there is a hold on the account for uncollected funds or any other valid reason for hold, if the payment account is frozen or closed, or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special or consequential damages due to the use of Online Bill Payment Service.

### **Research Requests**

To inquire about an Online Bill Payment, please contact an Andrew Johnson Bank Online Banking Representative at one of our locations.

### **Termination**

Andrew Johnson Bank reserves the right to terminate your use of Online Bill Payment Service at any time. If for any reason you should wish to terminate your use of Andrew Johnson Bank's Bill Payment System, we recommend that you cancel all future bill payment and transfers at the same time you cancel your account, either by deleting the payments yourself, or by calling an Andrew Johnson Bank Online Banking Representative at one of our locations. This will insure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payments and transfers (both one-time and recurring) once we have been notified that your service has been terminated. We will continue to maintain your accounts unless you notify us otherwise.

### **Bill Payment Fees**

Refer to Section VIII - Fees and Charges for monthly fees and other charges for personal and business accounts.

### **Joint Account Holders**

Each bill payment account may consist of either one individual account holder, or multiple (joint) account holders. Each account holder needs a unique Andrew Johnson Bank Online Banking password. The terms of this Online Banking agreement apply to all account holders enrolled in the Online Bill Payment program. In order to have a joint membership, all members must be joint signers on the checking or savings account (excluding money market accounts) linked to Online Bill Payment. Joint members share the same payee list, and are subject to the joint tenant rules contained in the Account Agreement and Signature Card for the checking or savings account. Either account owner may close the Online Bill Payment service.

## **V. General**

### **Changes to Fees, Charges and Other Terms**

We reserve the right to change the fees, charges or other terms outlined in the agreement. We will notify you 30 days prior to implementation of changes, either by written notice or e-mail, and will also update this agreement, if the changes to this agreement are more restrictive than those stated in the agreement, or increase your responsibility for unauthorized transactions. In the event that a change is necessary to ensure the security of the online system, an immediate change may be necessary, and we will notify you within 30 days after the change is made by electronic or written notice. You may choose to accept or decline changes by continuing or discontinuing the services to which the changes relate. We reserve the option to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable account disclosure.

### **Disclosure of Account Information**

You authorize Andrew Johnson Bank and any affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with government agency requests or court orders,
- To verify the existence and condition of your account to a third party, such as a credit bureau or merchant,
- To provide services relating to your account or to offer other products and services and
- To other entities if you give us permission.

### **Consumer Rights and Responsibilities**

In addition to this agreement, you agree to be bound by and comply with the Account Agreement and Account Disclosure, the rules and regulations of the electronic transfer system, and state and federal laws and regulations. You, the consumer, are responsible for keeping your passwords and account data confidential. We are entitled to act on transaction instructions received using your passwords, and you agree that the use of your passwords will have the same effect as your signature, authorizing the transaction(s). If you authorize other persons to use your passwords in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, changed your passwords, and that you are responsible

for any transactions made by such persons until such time as we receive and have time to act upon the notification that transfers by that person, or instructions regarding your accounts, are no longer authorized.

The Bank reserves the right to terminate or modify this agreement and modify your access to Andrew Johnson Bank's Online Banking Service in whole or in part, at any time.

The Bank may assign certain rights and responsibilities under this agreement to independent contractors or other third parties.

### **Unauthorized Transactions**

You must notify us immediately if you suspect that another person has improperly obtained use of your online password. You must also notify us if someone has transferred or may transfer money from your bank account without permission, or if you suspect any fraudulent activity related to your account. You should reveal your account number only to legitimate entities for purposes you authorize, such as automatic payments to your insurance company. To notify us, call an Andrew Johnson Bank Online Banking Representative at one of our locations.

Federal law requires that if you believe your online password has been lost, stolen or compromised and you tell us within two business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your online password without your permission. Please tell us AT ONCE if you believe your PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your account, plus any maximum overdraft line of credit. To notify us, call an Andrew Johnson Bank Online Banking Representative at one of our locations. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.00. If your statement shows withdrawals, transfers or purchases that you did not make or authorize, please notify us at once. If you do not notify us within sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the sixty (60) days. If extenuating circumstances such as a confirmed extended trip or hospital stay kept you from telling us, the time periods in this section will be extended.

### **Error Resolution**

If you believe that there is an error regarding your account in conjunction with Andrew Johnson Bank's Online Banking Service or Bill Payment it should be handled as follows:

- Call Andrew Johnson Bank and tell a representative about the problem at one of our locations,
- Send a fax (423) 787-2128, Attention: Andrew Johnson Bank's Online Banking Representative and tell us the details of the problem, or
- Write a letter and mail it to Andrew Johnson Bank's Online Banking Department, P.O. Box 907, Greeneville, TN 37744 and tell us the details of the problem.

We must hear from you no later than sixty (60) days after we send the paper statement or electronic statement on which the problem or error in questions occurred. If you notify us verbally, we will require that you send us your problem in writing within ten (10) business days.

When you write us about your problem, please:

- Include your name and account number(s).
- Describe the error or transaction in question, and explain why you believe it to be an error.
- Tell us the dollar amount of the suspected error.
- If the problem involves a bill payment, tell us the checking account number used for payment, the payee's name, date for which the payment was scheduled, payment amount, and any applicable payee account number or reference number.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error within one business day. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days 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 if we do not receive it within 10 business days, we do not need to re-credit your account while we complete our investigation. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we do not complete a transfer to or from your Bank account on time, or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.

- If a hold has been placed on your account for uncollected funds.
- If the transfer or payment would cause the account to become overdrawn beyond the balance of account plus any overdraft protection.
- If you, or anyone you allow, commits fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount of the payee on a bill payment.
- If you have not properly followed the instructions for using Andrew Johnson Bank's Online Banking Bill Payment Service.
- If circumstances beyond our control (such as fire, flood, hurricane, improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us.

## **VI. Limitations on Bank Liability**

We will not be responsible for the following incidents, errors or failures:

### **Access**

We will not be responsible for failure to provide access or for interruptions in access to Andrew Johnson Bank's Online Banking Service or Online Bill Payment Service due to a system failure or due to other unforeseen acts or circumstances.

### **Your Computer Equipment or Software**

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with Andrew Johnson Bank's Online Banking Service.

We are not responsible for any error, damages or other losses you may suffer due to the malfunction or misapplications of any system you use, including your browser (Microsoft Explorer®, Netscape Navigator®, or otherwise), your Internet Service Provider (ISP), your personal financial management or other software (such as Quicken®, or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Andrew Johnson Bank's Online Banking Service.

### **Online Bill Payment**

We are not responsible for postal delays or processing delays by the payee for any bill payment made through our Bill Payment Service.

## **VII. Other Provisions**

With your consent, we may send notices to you by electronic mail (e-mail). You may use email to contact us about inquiries, maintenance, and/or some problem resolution issues. E-mail may not be a secure method of communication. We therefore recommend that you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately, especially to report a lost or stolen PIN, or to stop a payment. In these cases, do not use e-mail. Instead call an Andrew Johnson Bank Online Banking Representative at one of our locations, during regular business hours, Monday - Friday 8:30 a.m. - 5:00 p.m., excluding federal bank holidays.

### **Warranty and Software Limitations**

Neither we, nor any of our subsidiaries, any software supplier nor any information providers make any warranty, express or implied, to you concerning the software, equipment, browser or other services including, but not limited to, any warranty of merchant ability or fitness for particular purpose (or non-infringement of third-party rights), unless disclaiming such warranty is prohibited by law.

### **Hours of Operation**

Our Online Banking Representatives are available to help you Monday - Friday, 8:30 a.m. to 5:00 p.m., excluding federal bank holidays.

### **Ownership of Website**

The content, information and offerings on our website are owned by Andrew Johnson Bank, and the unauthorized use, reproduction, linking or distributions of any portions are strictly prohibited.

### **Geographic Restrictions**

The Andrew Johnson Bank Online Banking Services described in this agreement and available on our website are solely offered to citizens and residents of the United States of America currently residing in the United States. Citizens and residents outside the United States may not be able to access the Andrew Johnson Bank Online Banking or Bill Pay Service.

**Scope of Agreement**

This agreement represents our complete agreement with you relating to our provision of the Andrew Johnson Bank Online Banking Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is a part of this agreement.

**VIII. Fees and Charges**

<b>Service</b>	<b>Fee</b>
Online Banking <ul style="list-style-type: none"><li>• Account and Balance Inquiries</li><li>• Funds Transfers/Loan Payments</li><li>• Export Online Transactions</li></ul>	No Charge
Online Bill Payment	Free with All Personal Checking Accounts
Online Bill Payment Check Copy	No Charge
Returned Item Charge	\$35.00
Paid Overdraft Charge	\$35.00