

I. Introduction

Northeast Georgia Bank endeavors to provide you with the highest quality Mobile Banking (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement"). We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law. By your use or by you permitting another person to use the Service, you agree to abide by the terms and conditions of this or any subsequent Agreement, as modified from time to time. You should refer to the most current Agreement available at www.northeastgabank.com.

II. Definitions

As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible Northeast Georgia Bank checking, savings, loan, certificate of deposit or safe deposit box information and other Northeast Georgia Bank products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving SMS (short message service) text messages. Your wireless carrier may assess you fees for data or SMS text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

"We," "Us," and "Bank" means Northeast Georgia Bank.

Other definitions are included in the NetTeller Online Banking Agreement and Disclosure applicable to your accounts.

III. Mobile Banking Service

A. Description of Service. Mobile Banking is offered as a convenience and supplemental service to our NetTeller Online Banking services. It is not intended to replace access to our online banking service from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your Northeast Georgia Bank account information, make payments to established payees, transfer funds and conduct other banking transactions. To utilize the Mobile Banking Service, you must be enrolled to use NetTeller Online Banking and then activate your Device within the NetTeller Online Banking system. Information about Northeast Georgia Bank's Mobile Banking service is available on our website at www.northeastgabank.com.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We may also reserve the right to modify the scope of the Service at any time. You will be notified of any restrictions electronically.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Northeast Georgia Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time.

B. Use of Service. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device. You should refer to the most current Agreement to determine current requirements or restrictions. Your initial and continued use of the Service constitutes your acceptance and agreement to be bound by all the terms and conditions of the Agreement and by the Bank Documents, as modified from time to time and acknowledges your receipt and understanding of this or any subsequent Agreement.

C. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening or as modified from time to time. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

IV. Permitted Mobile Banking Transfers

You may use the Service to transfer funds between your eligible Northeast Georgia Bank accounts ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking.

If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 4:00 p.m. ET; and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion, although the only balance that we display on mobile banking is your available balance without the available overdraft protection. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. You may also be charged Non-Sufficient Funds ("NSF") fees, if there are insufficient funds in your Bill Payment Services account(s), whether is utilized or not . You may also be charged stop payment fees for any stop payment originated through our Services. You may also be charged penalty fees for any excessive transactions on Money Market or Savings accounts, pursuant to your account agreements. You may be charged NSF or Overdraft fees for any paper item presented and paid on your behalf as a result of an action or transaction using our Bill Payment Services, if said action or transaction is presented against an account containing insufficient funds. You may also be charged an overdraft fee if the overdraft is created by in-person withdrawal, ATM withdrawal, the return of items deposited unpaid, the deposit of items not immediately available, or other electronic transactions such as POS, Internet Banking transfer or Bill Payment transactions. Refer to the current Fee Schedule for the amounts of these charges and other fees that may apply.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

C. In addition. You agree to contact your mobile service provider about a lost or stolen device, you agree to notify us immediately if your mobile device is lost, stolen, or if your user name or password has been compromised or if you believe someone has made unauthorized transactions or in any way accessed your account(s) in accordance with the applicable NetTeller Online Banking Agreement and Disclosure. Contact us at (706) 356-4444 to report any incidence above. It is advised that you immediately change your password in any situation where you suspect unauthorized access has occurred. You should change your password periodically and may change it at any time by accessing your NetTeller Online Banking account and changing the password under the Options tab.

D. Use of Authorized Application (“App”). You agree if you choose to use an App in conjunction with accessing Mobile Banking that you download only from the official App store, Google Play at <https://play.google.com/store?hl=en> or Apple App Store at <https://itunes.apple.com/us>. You should ensure prior to download that the developer name and bank name, Northeast Georgia Bank is displayed in both areas. Use of any other App or download from any other source could compromise your device’s security and in turn allow unauthorized access to your accounts. We will not be liable for any liability resulting from an App downloaded and used from the authorized App store or any other location.

E. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

F. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

G. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Northeast Georgia Bank its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking.

MOBILE DEPOSITS –REMOTE DEPOSIT ANYWHERE SERVICE

The Remote Deposit Anywhere Service is designed to allow you to remotely deposit paper checks to your account with Northeast Georgia Bank by electronically transmitting a digital image of the paper checks for deposit.

I. Eligible Items

Only checks may be deposited through the Remote Deposit Anywhere Service. By depositing an item through the Remote Deposit Anywhere Service, you agree and warrant:

- a.) The item is payable to the person or persons who own the account into which it is being deposited;
- b.) The item has been properly endorsed;
- c.) The item is not drawn on a financial institution located outside of the United States;
- d.) The item is payable in United States currency;
- e.) The item is not dated in the future or more than six (6) months prior to the date of deposit;
- f.) The item has not been previously presented for payment at Northeast Georgia Bank or to any other party;
- g.) The item does not contain any alterations of which you know;
- h.) You do not know or believe the item to be fraudulent or unauthorized.

We may review or verify any item deposited through the Service, and we may reject an item for deposit for any reason without liability.

II. Image Quality

We may determine, at our sole discretion, whether an image of an item submitted through the Service is of sufficient quality for acceptance and presentment.

III. Availability of Funds

Mobile Deposits received prior to 4:00pm Eastern Time on a business day (Monday thru Friday excluding Federal Holidays) that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits will generally be available for withdrawal on the next business day after the day of deposit. You agree that items deposited through the Remote Deposit Anywhere Service are not subject to the funds availability of the Federal Reserve Board Regulation CC. Funds deposited using the Remote Deposit Anywhere Service may be reviewed and delayed availability may be longer at the discretion of the Bank if we determine that the item is not eligible, the item is over any deposit limits we may establish, or if we believe for any reason that the item may not be paid.

IV. Endorsements

Before transmission, you agree to restrictively endorse any checks as "For mobile deposit only to Northeast Georgia Bank" This will ensure that there are no delays in the processing of your deposit.

V. Destruction of Original Items

After you use the Remote Deposit Anywhere Service to deposit an item, you agree not to deposit the same item anywhere else or through any other channel. You agree to retain the item for thirty (30) days, or longer if we request it, and then destroy the item or otherwise make it incapable of further deposit or presentment. You agree to be liable for the failure to destroy items as described in this Agreement, or if an item is deposited through the Service and the same item is later presented or deposited again.

VI. Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time without notice to you.

VII. Limitation on Service

When using the Remote Deposit Anywhere Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Remote Deposit Anywhere Service, in whole or in part, or your use of the Remote Deposit Anywhere Service, in whole or in part, immediately and at any time without prior notice to you. You agree not to hold us liable for interruptions in the availability or functionality of the service, which may occur without notice to you for technical or other reasons.

ELECTRONIC FUND TRANSFERS ERROR RESOLUTION NOTICE-

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 706-356-4444 or Write us at 12461 Augusta Rd- PO Box 765 Lavonia, GA 30553, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will 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 we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days 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. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.