

## Retail Online Banking Agreement

### Introduction:

This Electronic Banking Access Agreement for accessing your personal accounts via The Peoples Bank Electronic Banking explains the terms and conditions which govern electronic account activity. By using the electronic financial services provided by The Peoples Bank, you agree to abide by the terms and conditions of this agreement. This agreement will be governed by all applicable federal laws and regulations. In the event that no federal law applies, the agreement will be governed by laws and regulations effective in the State of South Carolina. The term "business day" refers to every day except Saturday, Sunday and Federal Banking Holidays.

### Accessing Your Accounts:

In order to activate Electronic Banking, you must have at least one account with The Peoples Bank. As a customer of The Peoples Bank, you may access your accounts by selecting and using an Access ID and Password. You should keep your Access ID and Password in a secure location. Any person having access to your Access ID and Password will be able to access Electronic Banking and perform all transactions, including reviewing account information and making transfers to other accounts which are accessible with your Access ID and Password. The first time you log into Electronic Banking, you will be required to change the assigned password and choose a password known only to you containing a combination of Alpha and Numeric characters. The password must be at least eight (8) digits and no more than twelve (12) digits. You may change the password through Electronic Banking at any time, and occasional password changes are recommended. If you suspect that an unauthorized person has access to your Access ID and/or Password, contact us immediately: Monday through Friday, 8:00 a.m. to 5 p.m. at 864-348-6181 or e-mail us at [Support@PeoplesBankSC.com](mailto:Support@PeoplesBankSC.com) or [ContactUs@PeoplesBankSC.com](mailto:ContactUs@PeoplesBankSC.com)

### Supported Browser List:

Your browser is an important part of the overall security measures designed to protect your Internet banking transactions. Please consult the information below to make sure you are using supported browser/system requirements.

- **Screen Resolution set to 800 X 600 or higher**
- **Cookies enabled. (First and 3rd Party) for specific domain bankbyweb.net**
- **JavaScript enabled.**
- **Active X enabled.**

Prior to download, you should review each browser's system requirements.

Minimum Operating System / Browser Requirements with the most recent browser download links.	Encryption	Access
<b>Retail Online</b> <b>Browser:</b> <ul style="list-style-type: none"><li>• Apple Safari 10.0</li><li>• Mozilla Firefox</li><li>• Google Chrome</li><li>• Microsoft Internet Explorer 11.0</li><li>• Microsoft Edge</li></ul>	128 bit	Yes

### Terms and Conditions:

The first time that you access any of your accounts through Electronic Banking, you confirm your agreement to abide by all the terms and conditions of this Electronic Agreement, and acknowledge your receipt and understanding of this disclosure. The Peoples Bank reserves the right to cancel your Electronic 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 us at 864-348-6181 or via e-mail at [ContactUs@PeoplesBankSC.com](mailto:ContactUs@PeoplesBankSC.com).

**Balance Information:**

You may access any eligible Peoples Bank account on which you are authorized 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. Returns in process due to non-sufficient funds or stop payments may not be reflected in the inquiry. If you do not access your accounts via Electronic Banking for any three-month period, The Peoples Bank reserves the right to disconnect your service. You agree to be responsible for any telephone and/or Internet Service Provider charges that you may incur by accessing your accounts via Electronic Banking at The Peoples Bank.

**Fees and Charges:**

There are no monthly fees for viewing accounts or transferring funds between accounts. For additional electronic services offered, the following charges will apply:

Stop Payments: \$25.00 per stop payment. (See current Schedule of Fees)

Bill Payment: Per Item Fee .50 after fifteen per month. (Subject to approval, see TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE)

**Electronic Statement and Account Disclosure Consent:**

Regulations require that you **contact us electronically** to reasonably demonstrate that you have sufficient equipment and internet access to receive your Electronic Statement and other disclosures that are to be provided electronically; this is separate from the consent and must be done electronically from your equipment. This is achieved by completing the eStatement request from our website. You have the right to withdraw the consent at any time. You also have the right or option to have records provided or made available on paper or in non-electronic form. If you wish to cancel any of your Electronic Banking services, contact us directly using the Contact Us information below. Also use these means to provide information needed to update your contact information or to request a paper copy of any of your records. Paper statement, copies of checks, duplicate statements, and interim statement fees apply. Please refer to our current Bank Fees Schedule for applicable fees, or contact us directly for this information. All of our forms are available as .PDF files unless otherwise noted. To access a .PDF form, free Adobe Acrobat Reader software must be installed. After you have installed the software, simply click on a form title to open it. Please note any instruction pages provided and print instructions and forms when applicable. We reserve the right to change the fees, charges or other terms outlined in this agreement. We will notify you 30 days prior to implementation of changes, either by written notice or electronically per your consent. We also reserve the right to update this agreement at any time that we deem necessary. You may choose to accept or decline changes by continuing or discontinuing the service to which the changes relate. Changes to fees applicable to specific accounts are governed by the applicable account disclosure.

**Hours of Accessibility:**

You may access Electronic Banking at The Peoples Bank seven days a week, twenty-four hours a day. Necessary system maintenance will be scheduled for hours in which system traffic is normally at a minimum. If the system is unavailable due to an unanticipated problem, you may use the automated

telephone voice response system (TELEBANK), one of our ATM machines or a branch office to conduct your transactions.

**Customer 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 the state and federal laws and regulations including the Regulation E disclosure that you received when you opened your account. You, the customer, are responsible for keeping your Access ID, Password and account data confidential. We are entitled to act on transaction instructions received using your Access ID and Password. You agree that the use of your Access ID and Password will have the same effect as your signature, authorizing the transactions. You must notify us immediately if you suspect that another person has improperly obtained use of your Electronic Access ID and/or password. You must also notify us if someone has transferred or may transfer money from your bank account without your permission, or if you suspect any fraudulent activity related to your account. You should only reveal your account number to legitimate entities for purposes you authorize.

**Stop Pays:**

Stop pays will be processed the same day as long as they are received before 4:00 p.m. EST.

**WE WILL NOT BE LIABLE:** If you, or anyone you allow, supply any incorrect or incomplete information that affects said transaction. The bank uses a computer system to check for stop payments. If you do not give the bank the exact amount of the check and the exact check number, the bank will not identify the proper check and the check will not be stopped. We will not be liable if circumstances beyond our control (such as fire, flood, or improper transmission) keep us from receiving the stop payment order, despite reasonable precautions taken by us, or if any electronic terminal, telecommunications device, or any part of the electronic system is not working properly. **Stop payments on ACH/EFT items cannot be placed electronically.** To release a Stop Payment that was placed electronically, you must sign a release form at one of our offices. Please contact your local branch office for further information on these matters.

**Stop Payment Agreement:**

You agree that unless your stop payment order is received by the bank within a reasonable time for the bank to act on your order prior to final payment of the check, the bank will not be responsible for stopping payment. You agree that you may not stop payment on any type of ACH/EFT transfers including Point of Sales and Pre-authorized ACH transactions, any Cashier's Check, certified check or other financial institution check you have purchased from the bank, or any check of which the bank has guaranteed. You understand that your stop payment request is conditional and subject to the bank's verification that the check has not already been paid or that some other action to pay the check has not been taken by the bank. A stop payment order against a check is effective only against the check that is described in the Electronic stop payment order. The written stop payment order is effective for six (6) months only and will expire automatically at that time unless you have specifically renewed it prior to expiration.

**Indemnification:**

You agree to indemnify, defend and hold the bank harmless against all costs, including attorney's fees, actions, damages or claims related to or arising from the bank's action in refusing payment of the check, including claims of any joint depositor, payee or endorsee or in failing to stop payment of a check, as a result of incorrect information provided by you. You agree to notify the bank promptly upon the issuance of any duplicate check, which replaces the check subject to this order or upon return of the original check.

**Limitations on Bank Liability:**

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

**Access-**The bank will not be responsible for failure to provide access to Electronic Banking at The Peoples Bank 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 error or failures from a malfunction of your computer or any computer virus or other problems related to your computer equipment used with Electronic Banking. The bank is not responsible for any error, damages or other losses you may suffer due to the malfunction or misapplication 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 The Peoples Bank.

**Alerts:**

Your enrollment in The Peoples Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your The Peoples Bank account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within The Peoples Bank Online Banking and Manage Alerts menu within The Peoples Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. The Peoples Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

**Methods of Delivery:**

We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your The Peoples Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change.

Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message:**

To stop Alerts via text message, text "STOP" to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in The Peoples Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 864-348-6181. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations:**

The Peoples Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside The Peoples Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold The Peoples Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information:**

As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

**Electronic Mail (e-mail):**

You may use e-mail to contact us about inquiries, maintenance, and/or some problem resolution issues, in which case we will respond by email. 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, in these cases, call your local branch.

**Contact Us:**

The Peoples Bank  
Post Office Box 297  
801 East Front Street  
Iva, South Carolina 29655  
Phone: 864.348.6181  
ContactUs@PeoplesBankSC.com