INTERNET BANKING AGREEMENT
TERMS AND CONDITIONS OF USE

WELCOME TO ALMA EXCHANGE BANK & TRUST'S WEB SITE (www.aebalma.com). THESE TERMS AND CONDITIONS OF USE GOVERN THE USE OF THIS SITE. PLEASE READ THEM CAREFULLY BEFORE ACCESSING THE SITE. IF YOU DO NOT AGREE WITH THESE TERMS DO NOT ACCESS THE SITE. BY ACCESSING THE SITE OR ANY OF ITS PAGES YOU AGREE TO BE BOUND BY THESE TERMS.

Product and Services Information

This Site has been established by Alma Exchange Bank & Trust for the purpose of conveying information about Alma Exchange Bank & Trust's products and services and to allow communication between Alma Exchange Bank & Trust and its customers. Nothing contained in any page on this Site takes the place of Alma Exchange Bank & Trust's agreements that govern our products and services and disclosures made in accordance with federal and state laws and regulations. If any information on the Site conflicts with that in Alma Exchange Bank & Trust's agreements and disclosures, such agreements and disclosures will control.

Subscription Requirements

To subscribe to Alma Exchange Bank & Trust's Internet Banking service ("Internet Banking"), you must maintain at least one deposit account with Bank, which may include the following types of accounts: checking account, savings account or money market account (collectively and individually, "Accounts"). Internet Banking will allow you to access more than one Account, view Account balance and transaction information, transfer funds among designated Accounts, send electronic communication to Alma Exchange Bank & Trust and receive electronic communication from Alma Exchange Bank & Trust.

Security Procedures

Upon becoming an Internet Banking customer, you will request and enter a Security Code, which will allow access to information on your existing accounts with Alma Exchange Bank & Trust. You will also have to select a Security Code Delivery Method for your Security Code which can be sent to your telephone as a text message or a voice message. At the time of registration, you will also have to answer a set of security questions. Use of the Security Code number assigned to you will indicate to Alma Exchange Bank & Trust your acceptance of these Terms. Each time you engage in an Internet Banking Transaction, you will be required to request and enter your Security Code number. Any person(s) initiating an Internet Banking Transaction on behalf of a commercial customer by entering the correct Security Code is deemed as acting with the full authority of the Board of Directors, members or general partners, as applicable, of the commercial customer. You are responsible for maintaining the confidentiality of your Security Codes and any breach of confidentiality must be promptly reported Alma Exchange Bank & Trust. Alma Exchange Bank & Trust reserves the right to prevent your access to Internet Banking should Alma Exchange Bank & Trust have reason to believe the confidentiality of your Security Code has been compromised.

You acknowledge and agree that by providing any personal or proprietary information through Internet Banking, you consent to the transmission of such personal or proprietary information to Alma Exchange Bank & Trust, its agents and processors as necessary for secure processing in accordance with Alma Exchange Bank & Trust's standard business practices.

Customer Responsibilities

You shall be responsible for all Internet Banking Transactions you authorize. You shall also be responsible for all Internet Banking Transactions initiated by persons to whom you have given your Security Code. You also have responsibilities as governed by the Electronic Fund Transfer Act (15 U.S.C. 1693, et seq.) as more fully described below.

Bank Responsibilities

Alma Exchange Bank & Trust shall be responsible for performing services expressly provided for in these Terms, and shall not be liable for any error or delay so long as Alma Exchange Bank & Trust has acted in accordance with these Terms and Account agreements. Alma Exchange Bank & Trust shall not be liable if you do not have sufficient funds in a designated Account to complete the transaction you initiate or if the Account is closed.

Alma Exchange Bank & Trust shall not be liable if you have not given Alma Exchange Bank & Trust complete, correct or current transfer instructions or if you have not followed proper instructions provided through the Internet Banking website. Alma Exchange Bank & Trust shall not be responsible for any loss, damage, liability or claim arising, directly or indirectly from any error, delay or failure in performance of any of its obligations hereunder which is caused by fire or other natural disaster, strike, civil unrest, any inoperability of communications facilities or any other circumstance beyond the control of Alma Exchange Bank & Trust.

Computer Equipment and Software

You must have an Internet Service Provider and a web browser to utilize Internet Banking through the Internet. In an effort to provide the highest degree of confidentiality and security, Alma Exchange Bank & Trust recommends the use of browsers that provide encryption using a 128-bit key. The higher level of encryption, the more difficult it is for unauthorized people to read information. Alma Exchange Bank & Trust is not liable for losses resulting from the use of any browser using less than 128-bit data encryption. If you elect to use a browser that does not use 128-bit encryption, this implies your acceptance of this risk.

You are solely responsible for the maintenance, installation and operation of your

computer and for the software used in accessing Internet Banking. Alma Exchange Bank & Trust shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor shall Alma Exchange Bank & Trust be responsible for any computer virus that affects your computer or the software while using Internet Banking.

Daily Processing Deadlines

Account information displayed through Internet Banking is current information. Funds transfers between Account(s) initiated on your computer using Internet Banking, and received by Alma Exchange Bank & Trust or its agent(s) by 4:00 P.M. EST Monday-Friday will be effective on the current business day. Funds transfers initiated on your computer and received after 4:00 P.M. EST Monday-Friday or all day Saturday, Sunday and banking holidays will be effective the following business day.

Transfers are limited to a minimum of $.01 and a maximum of $99,999.99 per transaction.

Withdrawal Transaction Limitations

The restrictions on the number of withdrawals from your savings and money market Accounts apply to funds transfers between Accounts.

Fees

The following fees will be applicable to Internet Banking:

- Viewing account information - no charge

- Transfers of funds between Accounts - will be subject to any fees applicable to withdrawals from your Account as stated in your Account's disclosures or Alma Exchange Bank & Trust's fee schedule, as amended from time to time; and

- All other services - fees for any other service made available or requested by you via this Site, will be as stated in Alma Exchange Bank & Trust's fee schedule, as amended from time to time.

Electronic Fund Transfer Act Disclosure

Some of the terms set forth below are governed by the Electronic Fund Transfer Act ("EFT Act"), which is only applicable to consumers. Commercial Account holders are not entitled to the rights provided under the EFT Act. Any consumer Internet Banking transfers you complete using your Security Code over this Site are subject to the EFT Act and this disclosure.

- **Reporting Unauthorized Transactions**

You must notify Alma Exchange Bank & Trust IMMEDIATELY if your SECURITY CODE has been lost or stolen, or if you believe unauthorized transactions are being made from your Account(s). Telephoning is the best way of minimizing possible losses. Contact the Customer Service Center at (912) 632-8631 or write Alma Exchange Bank & Trust at:

Alma Exchange Bank & Trust
Customer Service Center
PO Drawer 1988
501 W 12th St
Alma, GA 31510

Failure to notify Alma Exchange Bank & Trust could result in the loss of all money in your Account plus your maximum line of credit, if you have one. If you report within two (2) business days, the loss sustained by you will be no more than S50 if your SECURITY CODE is used without your permission.

If you do not notify Alma Exchange Bank & Trust within two (2) business days after learning of the loss of theft of the SECURITY CODE, and Alma Exchange Bank & Trust can prove that it could have prevented someone from using the SECURITY CODE without your permission had it been notified, you could lose as much as $500.

- **Periodic Statements**

Alma Exchange Bank & Trust will mail or deliver to you periodic statements for your Account(s) as disclosed in your deposit or credit agreements. Alma Exchange Bank & Trust will include any transfers you authorize through Internet Banking on your statements.

You agree to review your periodic statement for accuracy of all data in accordance with these Terms and any other deposit or credit agreements governing your Account. You should promptly notify Alma Exchange Bank & Trust of any discrepancies.

- **Alma Exchange Bank & Trust's Business Days**

Alma Exchange Bank & Trust's business days are Monday-Friday. Federal holidays on which our offices are closed are not considered business days.

You may access Account information through Internet Banking 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond Alma Exchange Bank & Trust's control. Alma Exchange Bank & Trust does not warrant that Internet Banking will be available at all times.

- **Error Resolution**

If your Account statement shows electronic transfers you did not make, or you feel any statement or receipt is wrong, or you wish to have more information about a transfer listed on a statement or receipt, contact us in writing or by telephone. Contact the Customer Service Center at (912) 632-8631 or write Alma Exchange Bank & Trust at:

Alma Exchange Bank & Trust
Customer Service Center
PO Drawer 1988
501 W 12th St
Alma, GA 31510

We must hear from you within sixty (60) days after we send you the FIRST statement on which the problem or error appeared. If you fail to notify Alma Exchange Bank & Trust within the sixty (60) day period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

When you contact us:

- Tell us your name and Account number and security code;

- Describe the error or the transfer you are unsure about, and explain as clearly as possible why you believe it is an error or why you need more information; and

- Tell us the dollar amount and the item reference number of the suspected error.

If you notify us by telephone, we may require that you send us your compliant or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your Account.

We will tell you the results of our investigation within ten (10) business days after notice of the problem and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate complaints or questions concerning foreign-initiated transfers, or up to forty-five (45) days to investigate, we will provisionally credit your Account within ten (10) business days for the amount you think is in error. You will have the use of the money during the time it takes us to complete the investigation. If we decide no error occurred, we will send you a written explanation within three (3) business days after our investigation is completed. You may ask for copies of the documents we

used in our investigation.

Electronic Mail

Electronic Communication (secure messages) to Alma Exchange Bank & Trust may be delayed; therefore, if you need Alma Exchange Bank & Trust to receive information concerning your Account immediately (*e.g.* , to stop payments, to report a lost or stolen card or to report unauthorized use of your Account), you must contact Alma Exchange Bank & Trust in person or by telephone. Alma Exchange Bank & Trust shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail.

Account Information

Alma Exchange Bank & Trust may disclose information to a third party about your Account or the transfers only if you have given us permission to do so, or when it is necessary to (1) complete transfers, (2) verify the existence or status of your Account to a third party such as a credit bureau or merchant, or (3) comply with a court order or the request of a government agency. Please refer to Alma Exchange Bank & Trust's Privacy Policy posted on the Site for more information on Alma Exchange Bank & Trust's use of its customer's personal and account information provided to or held by Alma Exchange Bank & Trust.

Links to Other Internet Sites

From time to time Alma Exchange Bank & Trust may place links to third party web sites on this Site. Alma Exchange Bank & Trust has no control over any other site and is not responsible for the content on any site other than this Site. You should refer to any terms of use, privacy policies and other notices on such third party sites before using them. You assume all responsibility when you go to other sites via the links on this Site and for your dealings with such third party web sites. You should take precautions when downloading files from third party sites to protect your computer software and data from viruses and other destructive programs.

Electronic Signatures and Authentication

Alma Exchange Bank & Trust may, in accordance with federal law, adopt or accept commercially reasonable electronic signatures and/or authentication procedures to verify customer identity, authenticate customer signature authorization, and confirm that information electronically received by Alma Exchange Bank & Trust has not been altered during transmission. Such electronic signatures shall consist of symbol(s) or code(s), which may be affixed or contained in electronic agreements, disclosures, notices, records or data transmitted by you or Alma Exchange Bank & Trust to the other party. Neither Alma Exchange Bank & Trust nor you shall disclose to any unauthorized person

the confidential electronic signature of the other party.

Data Recording

You agree that by using Internet Banking to conduct transactions, the information and transfers will be recorded and/or data captured. By using Alma Exchange Bank & Trust's service you consent to such recording.

Proprietary Information

The information and materials contained in this Site are owned by Alma Exchange Bank & Trust or by others, as applicable. No material may be copied, displayed, transmitted, distributed, framed, sold, stored for use, downloaded, or otherwise reproduced except as permitted by law. All contents of this Site are: © 2003 Bank. All rights reserved. Internet Banking contains copyrighted material, trademarks, service marks, logos, trade dress and other proprietary content, including but not limited to text, software, sound, photographs, buttons, images, video and graphics, the entire selection, coordination, arrangement and "look and feel" of Internet Banking is copyrighted as a collective work under United States copyright laws. Neither these Terms nor your use of Internet Banking transfers any right, title or interest in the Site or content on this Site to you, and Alma Exchange Bank & Trust and its third party licensors retain all of its and their respective right, title and interest to the Site and its content.

NO WARRANTIES

NEITHER ALMA EXCHANGE BANK & TRUST NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTY OF ANY KIND REGARDING THE PRODUCTS AND SERVICES ADVERTISED ON OR ACCESSED THROUGH THIS SITE OR ANY LINKED SITE. ALMA EXCHANGE BANK & TRUST WILL USE REASONABLE EFFORTS TO ENSURE THAT ALL INFORMATION DISPLAYED IS ACCURATE; HOWEVER, ALMA EXCHANGE BANK & TRUST EXPRESSLY DISCLAIMS ANY REPRESENTATION AND WARRANTY, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, AND THE ABILITY TO USE THE SITE WITHOUT CONTRACTING A COMPUTER VIRUS. ALMA EXCHANGE BANK & TRUST IS NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, EXPENSE, OR PENALTY (EITHER IN TORT, CONTRACT, OR OTHERWISE), INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE AND INCIDENTAL DAMAGES, LOST PROFITS OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF USE, THAT RESULT FROM THE ACCESS TO OR USE OF THIS SITE. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, THE OMISSION OF INFORMATION, THE FAILURE OF EQUIPMENT, THE DELAY OR INABILITY TO RECEIVE OR TRANSMIT INFORMATION, THE DELAY

OR INABILITY TO PRINT INFORMATION, THE TRANSMISSION OF ANY COMPUTER VIRUS, OR THE TRANSMISSION OF ANY OTHER MALICIOUS OR DISABLING CODE OR PROCEDURE. THIS LIMITATION APPLIES EVEN IF ALMA EXCHANGE BANK & TRUST OR ANY OF ITS AFFILIATES HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. YOU AGREE THAT, EXCEPT AS EXPRESSLY STATED HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF INTERNET BANKING.

LIMITED LIABILITY

BY ACCESSING Internet Banking THROUGH THE WORLD WIDE WEB, YOU AGREE THAT THE NEITHER ALMA EXCHANGE BANK & TRUST NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNATIVE COSTS, EXPENSES OR DAMAGES (INCLUDING LOST SAVINGS OR PROFITS, LOST DATA, BUSINESS INTERRUPTION OR ATTORNEY'S FEES) ARISING OUT OF OR RELATED TO THESE TERMS OF YOUR USE OF THIS SITE. THE MAXIMUM AGGREGATE LIABILITY OF ALMA EXCHANGE BANK & TRUST FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OR CAUSE OF ACTION, SHALL BE ONE HUNDRED US DOLLARS ($100).

Severability

If any provision of these Terms are found to be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of these Terms.

Amendment

These Terms may be amended by Alma Exchange Bank & Trust from time to time by posting the new Terms of Use on the Site. Please review these Terms periodically for any updates and changes. You agree to be subject to these Terms as changed from time to time. To the extent required by law, revised information will be made available at any Bank office and, in many cases, will be mailed or sent via electronic mail to you. You will be required to abide by these changes in future transactions.

Jury Trial Waiver and Arbitration

You hereby knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or arising out of these Terms or relating to the account as permitted under applicable law.

You agree that any dispute arising out of or relating in any way to your use of this Site or Internet Banking requires that such claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate Bank's intellectual property rights, Bank may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in the city of Alma, GA, in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE THE USE OF THIS SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents (a) to the non-exclusive jurisdiction of the courts of the State of Georgia or to any Federal Court located within the State of Georgia for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies, and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section be deemed invalid or otherwise unenforceable for any reason, it shall be severed. In such event, the parties to these Terms agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Alma, Georgia, and each party hereby waives any defense related to personal jurisdiction, process or venue.

Indemnity

You agree to indemnify, defend and hold Alma Exchange Bank & Trust, its affiliates, shareholders, directors, officers, co-branders, subsidiaries, parents, employees and agents, harmless from any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of, or in any way related to your use of or access to this Site, your use

of Internet Banking, including any use by your employees, your violation of these Terms or your violation of any rights of a third party.

Bank Waiver

The Bank may waive any term or provision of these Terms at any time or from time to time, but any such wavier shall not constitute a waiver of the term or provision in the future.

Assignment

Alma Exchange Bank & Trust may assign the rights and delegate the duties under these Terms to any present or future, directly or indirectly, affiliated company or to any third parties.

Termination

Either party may terminate these Terms by giving sufficient notice to the other party. Any transaction you have initiated prior to receipt of notice of termination by Alma Exchange Bank & Trust will continue to be made until Alma Exchange Bank & Trust has had a reasonable opportunity to act upon the notice of termination. If Alma Exchange Bank & Trust terminates your access to Internet Banking, Alma Exchange Bank & Trust reserves the right to immediately stop making transfers from your Account(s), including those you previously authorized.

Applicable Law

These Terms are subject to the provisions of all applicable operating circulars of the Federal Reserve System and any other applicable provisions of Federal law. Except as so provided, these Terms and the use of this Site are governed by and interpreted in accordance with the laws of the state of Georgia. These Terms shall be binding upon and inure to the benefit of the parties hereto and there respective legal representatives, successors and assigns.