

Exchange Bank

MOBILE REMOTE DEPOSIT SERVICE DISCLOSURE AND AGREEMENT

This addendum is effective February 12, 2016

Your use of the Exchange Bank's Mobile Remote Deposit Service is governed by the terms and conditions that apply to Exchange Bank's Mobile Remote Deposit Service Disclosure and Agreement. Other Agreements you may have entered into with us including Online Banking, Mobile Banking and related Account Deposit Account Agreement and Disclosures, Regulation CC Funds Availability Disclosure, and Fee Schedules are incorporated by reference and made a part of this Agreement.

The words "you" and "your" refer to you as the person or business entity entering into this Agreement. The words "you" and "your" also include any user you authorize to use Mobile Remote Deposit Service on your behalf. The words "we," "us", "our" and "Bank" refer to Exchange Bank. The word "service" refers to Mobile Remote Deposit Service.

Services: Mobile Remote Deposit Service is designed to allow you to make deposits of original paper checks by electronically transmitting a digital image of the paper check from an Android or Apple device or flatbed scanner to your checking or savings account at Exchange Bank from home or other remote locations.

All images processed for deposit through Mobile Remote Deposit will be treated as "deposits" under the Deposit Account Agreement and Disclosure.

Acceptance of these Terms: Your use of the Service constitutes your acceptance of this Agreement. Exchange Bank reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. If any change results in greater cost or liability to you or negatively affects access to your accounts, you will be given at least thirty (30) calendar days' prior notice of the change via e-mail. If you do not agree with the change you may discontinue using the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

System Requirements: To use the Service, you must meet the following criteria:

- You must have a supported Android or Apple device with an enabled camera and service plan that includes data and Internet access.
- You must have the Exchange Bank Mobile Application installed on your supported Android or Apple device. The Exchange Bank Mobile Application can be downloaded from your device's application store. The operating system version must be compatible with the latest version of the application.
- You must be enrolled in the Mobile Banking Service.

In order to use the services, your Android or Apple Device must meet current minimum technical specifications. You may refer to the Online Banking section of our website (www.exchangebankshares.com) for current information on required hardware, software, and other equipment under the tab Mobile Banking and Mobile Deposit.

Fees and Charges: The Mobile Remote Deposit Service is provided at no charge. Third party fees may apply for data and internet access. Contact your Android or Apple device carrier for additional information.

Deposit Limitations: Mobile Remote Deposits are limited to a maximum total deposit(s) amount of \$2,500 per day or 5 maximum transactions per day not to exceed a total deposit(s) amount of \$12,000 per month or 25 maximum transactions per month. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and will not be obligated to allow such a deposit at other times.

Eligibility: Exchange Bank's Mobile Remote Check Deposit is prohibited from being offered to Money Services Business and Owners and Lessors of Privately Owned Automated Teller Machine (ATM).

Receipt of Deposit: Deposits received prior to 5:00 p.m. Eastern Time (ET) on a business day Exchange Bank is open, we will consider that day to be the day of your deposit. Deposits received after 5:00 p.m. ET or on any day Exchange Bank is not open including Federal holidays, will be consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available the next business day after receipt of the items. Every day is a business day, except Saturdays, Sundays, and federal holidays.

We reserve the right, at our sole and absolute discretion, to reject any image for Mobile Remote Deposit into your account. We are not responsible for any image that we do not receive or for images dropped during transmission. An image of an item shall be deemed received when you receive an e-mail confirmation from Exchange Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be a deposit and credited to your account.

Funds Availability: For purposes of funds availability, Mobile Remote Deposit items shall be available for withdrawal as provided in your Regulation CC Funds Availability Disclosure for Consumer and Business Checking accounts.

Rejection of Deposits: We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not liable for any service or late charges levied against you due to the rejection of any item. You are responsible for any loss or overdraft plus any applicable fees to your account due to an item being returned.

Items Returned Unpaid: A notice will be mailed to you in the event items are returned unpaid. With respect to any item that you transmit for mobile remote deposit that is credited to your Account, in the event such item is dishonored, you authorize Exchange Bank to debit the amount of such item from the account.

Approval: Access to the Mobile Remote Deposit Service is subject to approval and can be revoked at the discretion of Exchange Bank.

Termination: If you want to terminate this Service, you may call Exchange Bank at (478) 452-4531. Exchange Bank reserves the right to terminate or suspend the Service, at any time with or without cause and without prior written notice. Notwithstanding termination, any image transmitted through the Service shall be subject to this Agreement.

Requirements for Electronic Images: Prior to creating an Electronic Image of a check, you must add the words **"For Deposit Only" and your signature endorsement on the back of the check, or as otherwise instructed by Exchange Bank.** You must provide a complete, legible and accurate image of the front and back of the check. The Image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

The following are examples of items NOT accepted for deposit through the Mobile Deposit Capture service:

- Checks made payable to a third party (i.e., any person or entity not a party to the account).
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks displaying "non-negotiable," "VOID" or similar notation or watermark.
- Checks drawn on a financial institution located outside the United States.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks dated more than 6 months prior to the date of deposit.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks not payable in United States Currency.
- Savings Bonds, Money Orders, Traveler Checks, or Counter Checks.
- Checks that have expired or are no longer negotiable.
- Checks that have previously been submitted through the service or through a remote deposit capture service offered at any other financial institution.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks or items prohibited by Exchange Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Exchange Bank account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are post-dated.

Disposal of Original Checks: After you receive confirmation that we have received an image, you must securely store the original check for 10 business days after transmission to us and make the original check available to us at our request. Upon our request from time to time, you will deliver to us within 3 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross cut shredding or another commercially acceptable means of destruction. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

Warranties and Indemnification:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Exchange Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless Exchange Bank from any loss for breach of this warranty provision.
- You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Any breach of the above warranties may result in cancellation of the Service for your specific profile in the Exchange Bank Mobile Application, closure of your accounts, or termination of your relationship.

E-mail Address: You agree to notify us immediately if you change your email address, as this is the e-mail address where you will receive notifications of receipt of Mobile Remote Deposit items, items return unpaid, and other important notices.

Compliance with Law: You agree to use the product and service for lawful purposes and in compliance with all applicable laws, rules, and regulations, as well as all laws pertaining to the conduct of your business, if applicable.

Presentment: The manner in which the items are cleared, presented for payment, and collected shall be in Exchange Bank's sole discretion subject to Deposit Account Agreement and Disclosure.

The Service may convert your check image into substitute check or Image Replacement Document ("IRD"), in accordance with the Check Clearing for the 21st Century Act ("Check 21 Act") and Regulation CC ("Reg. CC") to facilitate the collection of checks, if you send us images that are incomplete or that fail to satisfy image quality requirements. When the image of the

check transmitted to the Bank is converted to and IRD for subsequent presentment and collection, it shall thereafter be an "item" with the meaning of Article 3 and 4 of the Uniform Commercial Code.

Errors: You agree to notify Exchange Bank of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 calendar days after the applicable Exchange Bank account statement. Unless, you notify Exchange Bank within 60 calendar days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against Exchange Bank for such alleged error.

In Case of Errors or Questions About Your Mobile Remote Deposit Service:

Telephone us at (478) 452-4531, or write us at Exchange Bank, PO Box 580, Milledgeville, GA 31059-0580 as soon as you can, if you think your statement regarding deposits made through the Service is wrong or if you need more information about the deposit made through the Service.

- Tell us your name and account number
- Describe the error you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the 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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during 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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) 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.

Service Availability: The Service is generally available 24 hours a day, 7 days a week. However, when using the Service, you may experience technical or other difficulties or the Service may be unavailable for system maintenance. We cannot assume responsibility for any technical or other difficulties or any damages that you may incur. In the event that the Mobile Remote Deposit is unavailable, you may deposit original checks at our branches or through our ATMs.

Investigations: You agree to cooperate with the Bank in the review or investigation of any transactions, poor image quality transmissions or claims including without limitation, providing

upon request without further cost; any originals or copies of items in your possession and your records relating to items or transmissions.

Confidentiality: You acknowledge and agree that confidential data relating to our Service, marketing strategies, business operations and business systems (collectively, "Confidential Information") may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

Depositor Information: Exchange Bank acknowledges and agrees to protect Depositors' Confidential Information pursuant to Bank's Privacy Policy.

Governing Law:

This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Georgia in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by the agreement.

Mobile Remote Deposit Security: You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Android or Apple device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits.

Ownership & License: You agree that Exchange Bank retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, you may not use the Services in any anti-competitive manner, for any purpose which would be contrary to Exchange Bank's business interest, or to Exchange Bank's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology use to provide the Services.

No Waiver: No delay or failure on the part of Exchange Bank in exercising any of Exchange Bank's rights under this Agreement shall constitute a waiver of such rights, and no exercise of any remedy hereunder by Exchange Bank shall constitute a waiver of its right to exercise the same or any other remedy here under. Except for changes made in accordance with this Agreement, no deviation, whether intentional or unintentional, will constitute an amendment of this Agreement or will constitute a waiver of any right or duty of either party.

Limitation of Liability: You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data, or other losses resulting from the use of the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of this service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Exchange Bank has been informed of the possibility thereof.

Disclaimer of Warranties: You agree your use of the service and all information and content (including that of third parties) is at your risk and is provided on an "As Is" and "As Available" Basis. We disclaim all warranties of any kind to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the service will meet your requirements, will be uninterrupted, timely, secure, or error-free, the results that may be obtained from the service will be accurate or reliable, and any errors in the service or technology will be corrected.