

**Tennessee State Bank**  
**Electronic Banking Electronic Delivery Consent Agreement (“EDCAgreement”)**  
**Electronic Banking Agreement (“EBAgreement”)**  
**Mobile Check Deposit Addendum (“MCDAddendum”)**  
**Cash Management Addendum (“CMAAddendum”)**  
**Bill Pay Agreement (“BPAgreement”)**  
**ACH Origination Agreement (“ACHAddendum”)**  
**(collectively “Agreements”)**

**Electronic Banking Electronic Delivery Consent Agreement (“EDCAgreement”) –**

The Agreements herein provide you information regarding your Electronic Services and Accounts with Tennessee State Bank (“TSB”). Please read these agreements carefully. Your clicking “Accept” acknowledges your understanding and acceptance of the Agreements herein. You may access the latest Agreements at any time within the Online or Mobile Banking Services under Settings > User Agreement(s) or under the Support feature. You may also request a copy using the “Start a conversation” feature in the Electronic Banking Services or by email at [webmaster@tnstatebank.com](mailto:webmaster@tnstatebank.com). Your continued use of the Electronic Banking Services demonstrates your continued acceptance of these Agreements or as they may be amended from time to time.

In this Agreement:

“Tennessee State Bank”, “TSB”, “we”, “us”, “our”, and “Bank” refer to Tennessee State Bank.

“You” and “your” refer to the person giving consent to this EDCAgreement and the other Agreements herein, and also each additional account owner, authorized signer, authorized representative, product owner and/or service user identified on any TSB account, product or Electronic Services that you apply for, use or access.

“Access Device” or “Devices(s)” means any electronic device you use to access your account and view electronic Documents through Electronic Banking Services. This includes, but is not limited to, a traditional computer such as a desktop or laptop computer (you should use caution if using a public computer); or a mobile device such as a web-enabled tablet or smartphone that may also be capable of receiving SMS (short message service) text messages and email notifications in addition to normal voice communications. Third party message and data rates may apply; message and data use may count against wireless plan limits. Consult your wireless plan or provider for details.

“Account(s)” means your eligible Tennessee State Bank checking, savings, certificate of deposit, loan and other Tennessee State Bank products that can be accessed through Electronic Banking Services or for which you may receive electronic Documents concerning that product. Account also means a formal banking relationship established to provide or engage in services, dealings or other financial transactions. Account may also mean a checking or savings account owned by you at another financial institution for purposes of Bank-to-Bank transfers between your accounts at that financial institution and TSB.

“Agreements” collectively means all the agreements pertaining to the Electronic Banking Services including, but not limited to, the Electronic Banking Electronic Delivery Consent Agreement (“EDCAgreement”), Electronic Banking Agreement (“EBAgreement”), Mobile Check Deposit Addendum (“MCDAddendum”), Cash Management Addendum (“CMAAddendum”), Bill Pay Agreement (“BPAgreement”), ACH Origination Agreement (“ACHAddendum”). It may also include the Electronic Banking ESIGN Disclosure and Consent Agreement-Account Documents (Agreement for electronic delivery of Documents, including eStatements, provided at enrollment of the service), as appropriate.

“Bank Documents” means all applicable Account agreements, disclosures, notices, rates, and fee schedules provided by TSB and given to you at account opening or account revision as they currently exist or as they may be amended from time to time.

“Credentials” means any method or combination of methods used by the Electronic Banking, Electronic Services, or Access Devices in place to, including but not limited to, authenticate users and allow access to view account or customer information; make payments; make transfers; review, print or download account activity; review electronic Documents and eStatements; make deposits; or any other activities permitted by agreements with us. Credentials will include but may not be limited to: Username; Password; TNStateBank Mobile App Passcode; Personal Identification Number; PIN; Touch ID or Face ID as enabled by clients on their devices; specialized security tokens (such as Authy App or Google Authenticator) or other security measures such as codes emailed or texted to Access Devices to provide additional layers of security and assist in authentication.

"Documents" means all electronically delivered documents including, but not limited to, periodic account statements (also known as "eStatements"), disclosures, notices, agreements, rate and fee schedules that apply to your Accounts with TSB. May also be referred to as "electronic Documents" or "electronically delivered Documents" where appropriate.

"Electronic Banking Services", "Electronic Banking", or "EBServices" means our Online Banking and/or Mobile Banking (via the TNStateBank Mobile App) Services utilized to access electronic Documents and that allow you to obtain account information, transfer funds, make payments including our Bill Payment Services, access accounts, and perform other transactions or send messages over the Internet (including any other services as outlined in the Agreements for Electronic Banking Services and the Bank Documents for Accounts offered by TSB) by use of an Internet Access Device and Credentials.

"Electronic Service(s)" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.

"Mobile Banking" or "Mobile Banking Service" means the Electronic Banking Service accessible through the TNStateBank Mobile App which you have enrolled and continue to use in accordance with and as described in the Electronic Banking Agreement.

"Online Banking" or "Online Banking Service" means the Electronic Banking Service accessible through the Tennessee State Bank Website which you have enrolled and continue to use in accordance with and as described in the Electronic Banking Agreement.

The words "include" or "including", when used at the beginning of a list of one or more items, indicates that the list contains examples – the list is not exclusive or exhaustive, and the items in the list are only illustrations. They are not the only possible items that could appear in the list.

#### **System Requirements – Hardware and Software you will need.**

This Agreement is provided for your review at enrollment or is presented for review and acceptance upon login when amended from time to time. By consenting to this Agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain this Agreement. You must ensure the device you intend to use is compliant with the following hardware and software requirements.

To access the Online Banking Service, you will need:

- Desktop or laptop computer with Internet access.
- Internet browser that supports the most current encryption security standard. Supported browsers are:
  - Latest version of Microsoft Edge™; may be denied access to older versions 60 days after Microsoft® releases a new version.
  - Latest version of Google Chrome™; if version is two versions older than current version, access may be denied.
  - Latest version of Apple® Safari® when available on both Mac OS and iOS devices; access may be denied for older versions.
  - Latest version of Mozilla® Firefox®; if two versions older than the current version, access may be denied.

The supported browsers above are for use with a desktop or laptop computer and do not apply to use with mobile devices. If using a mobile device to access the Online Banking Service instead of the TNStateBank Mobile App, functionality and appearance may vary from the traditional interface.

To access the Mobile Banking Service via TNStateBank Mobile App, you will need:

- A web enabled personal mobile device.
- IOS or iPadOS version 17.0 or later; or Android version 9(API Level 28) and up.

We reserve the right to discontinue support of a current version of software if in our sole opinion it suffers from a security flaw or other flaw that makes it unsuitable for use.

In addition to providing you the Agreement at enrollment or login when amended from time to time, if you have enrolled in electronic delivery of Documents, including eStatements, we reserve the right, at our discretion, to provide you a copy of this Agreement, as it may be amended from time to time, by the methods outlined in the *Tennessee State Bank – Electronic Banking ESIGN Disclosure and Consent Agreement ("Agreement") – Account Documents*.

#### **Changes to System Requirements**

From time to time the hardware and/or software requirements to access EBServices may change, which may create a material risk that you would not be able to access EBServices. When this happens, we will notify you of any changes with a message in the EBServices and/or email may be utilized if appropriate. This may require a re-acknowledgement of the EDCAgreement prompted at login. If you wish to withdraw your consent, you will be subject to the terms, conditions and any

applicable fees of the account you have. You will also be subject to the deactivation of the Electronic Services you have. You may revoke consent and cancel your EBServices by contacting Electronic Banking at (865)908-5779 or Operations at (865)453-7011.

### **Maintaining Contact Information**

It is important that you maintain valid contact information so that we may contact you regarding your Account. Contact information includes a valid email address, current address, and current phone number(s).

You may update your profile photo, address, username, email address or phone number in Online/Mobile Banking by clicking the Settings > Profile feature. These self-service settings are to help you be more independent and decrease the number of steps needed in changing information. Some of these features may be considered high risk and will require further authentication. Your old email address as well as your new email address will receive notification that the email address on your account has been changed. If you receive this notification but you have not changed the email address, please contact us immediately. A paper notice will also be sent from the system for address and email address updates.

If you are not comfortable changing your information by online/mobile banking, you may also update your contact information by contacting Electronic Banking through the Support option with TSB Conversation, visiting one of our branch locations or an address change card can be mailed to you with a prepaid return envelope. It should be filled out, signed and returned.

An email will be the only notice you receive of the availability of your Documents, including eStatements, when posted to the EBServices. Regardless of your receipt of email notification, you agree that our posting of your Documents, including eStatements, in the EBServices constitutes delivery.

### **Withdrawal of your consent; Consequences of withdrawing consent; How to give notice of withdrawal of consent.**

You may withdraw your consent to this EDCAgreement at any time. To withdraw your consent prior to completing this acknowledgment and consent, simply exit this session prior to accepting this EDCAgreement.

To withdraw your consent after you have already submitted your consent, contact Electronic Banking at (865)908-5779 or Operations at (865)453-7011.

If you withdraw your consent, you will continue to be subject to the terms, conditions and any applicable fees for any account you have. Withdrawal of your consent may trigger the assessment of fees that were previously waived due to your participation in Electronic Services. You will also be subject to the deactivation of the Electronic Services you have.

### **Multiple Access Devices**

Your acceptance of this EDCAgreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this EDCAgreement on a mobile device, the terms of this EDCAgreement will apply to access on a traditional computer (or vice versa).

Additionally, by viewing and accepting this EDCAgreement on any Access Device, you are reasonably demonstrating your ability to access and view Agreements in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view Agreements on the subsequent Access Device.

### **Changes and/or Termination of this EDCAgreement**

Except as otherwise required by law, rule, or regulation, we may change the terms of this EDCAgreement at any time. When changes are made, we will update this EDCAgreement, including all Electronic Services Agreements herein in the EBServices. The EBServices will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the system, this EDCAgreement, including all impacted Agreements in the EBServices, will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. As always, you may choose to decline changes to this EDCAgreement, including all Agreements herein, by revoking your consent. Your continued enrollment is your acceptance to the EDCAgreement, including all Agreements herein. A withdrawal of consent shall not affect the legal effectiveness, validity or enforceability of electronic records provided or made to you prior to your withdrawal of consent.

TSB reserves the right to cancel your EBServices at any time without notice, at our sole discretion, with or without cause and for any reason by way of terminating your access to the EBServices. If your EBServices are cancelled, you will no longer be enrolled to receive electronic Documents, including eStatements, if you have enrolled in that service; you will be subject to

the terms, conditions and any applicable fees of the Account(s) which you have. TSB also reserves the right to deny any future requests for enrollment into EBServices, at our sole discretion, with or without cause and for any reason.

Changes to fees or terms applicable to Accounts are governed by the Agreement and Bank Documents otherwise governing the applicable Account. It is your responsibility to review this EDCAgreement, including all Agreements and Addendums herein, and Tennessee State Bank's Privacy Policy from time to time in order to be aware of any such changes. You should print or save a copy of this EDCAgreement, including all Agreements herein, for future reference or you may access the most current EDCAgreement, including all Agreements herein, at all times under Settings > User Agreement(s) or under the Support feature within the EBServices. You may also request a copy using the "Start a conversation" feature or by requesting a copy by email at [webmaster@tnstatebank.com](mailto:webmaster@tnstatebank.com).

### **Acceptance**

**You will be asked to acknowledge your acceptance of the EDCAgreement, including all Electronic Services Agreements herein before you are able to establish your Electronic Banking Services account. In doing so, you are confirming that you meet the system requirements described above, you have an active and valid email address and that you accept and agree to the terms of the Agreements herein.**

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Mozilla is a trademark of the Mozilla Foundation.

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### **Electronic Banking Agreement ("EBAgreement") –**

This EBAgreement explains the terms and conditions governing basic Online and Mobile Banking Services offered by Tennessee State Bank (TSB) (collectively "Electronic Banking Services", "Electronic Banking" or "EBServices"). By enrolling and using or by you permitting another person to use any of the Electronic Banking Services, you agree to abide by the terms and conditions of this or any subsequent EBAgreement, as it currently exists or as it may be amended from time to time. The EBAgreement should be read in conjunction with the Mobile Check Deposit Addendum ("MCDAddendum"), Cash Management Addendum ("CMAddendum"), Bill Pay Agreement ("BPAgreement"), and ACH Origination Agreement ("ACHAddendum") as these apply to additional services you may have enrolled in. You agree to abide by the terms and conditions of these additional agreements and addendums, as they currently exist or as they may be amended from time to time. We may offer additional services and features in the future; any such added services and features will be governed by the EBAgreement, MCDAddendum, CMAddendum, BPAgreement and/or ACHAddendum that applies to the service you have enrolled in and by any terms and conditions provided to you at the time the new service or feature is added and/or at the time of enrollment for the service or feature, as applicable. From time to time, we may amend these terms and modify or cancel the EBServices we offer without notice, except as may be required by Law. You should refer to the most current EBAgreement available under Settings > User Agreement(s) or under the Support feature. You may also request a copy using the "Start a conversation" feature in the Electronic Banking Services or by email at [webmaster@tnstatebank.com](mailto:webmaster@tnstatebank.com).

Your EBServices and your Accounts are also governed by the applicable disclosures, agreements, rates and fee schedules (collectively "Bank Documents") provided by us to you when you opened or revised your Account as they currently exist or as they may be amended from time to time. You must also follow all of our instructions and procedures applicable to the EBServices covered by this EBAgreement.

In this EBAgreement:

"Tennessee State Bank ", "TSB", "we ", "us ", "our", and "Bank" refer to Tennessee State Bank.

"You", "you", "Your(s)" and "your(s)" means or refers to (i) each and every person or business who now or hereafter is an account holder or owner with respect to or has any interest in the account(s) tied to Electronic Banking Services, including those noted as authorized signers and (ii) each and every person or business who now or hereafter subscribes to or uses any EBServices including without limitation any person permitted by You to use the EBServices; including each person who enrolls for EBServices and has a Username or with whom an Username is shared.

"Access Device" or "Devices(s)" means any electronic device you use to access your account and view electronic Documents through Electronic Banking Services. This includes, but is not limited to, a traditional computer such as a desktop or laptop computer (you should use caution if using a public computer); or a mobile device such as a web-enabled tablet or smartphone that may also be capable of receiving SMS (short message service) text messages and email notifications in

addition to normal voice communications. Third party message and data rates may apply; message and data use may count against wireless plan limits. Consult your wireless plan or provider for details.

"Account(s)" or "Account Information" means your eligible Tennessee State Bank checking, savings, certificate of deposit, loan and other Tennessee State Bank products that can be accessed through Electronic Banking Services or for which you may receive electronic Documents concerning that product. Account also means a formal banking relationship established to provide or engage in services, dealings or other financial transactions. Account may also mean a checking or savings account owned by you at another financial institution for purposes of Bank-to-Bank transfers between your accounts at that financial institution and TSB.

"ACH" means the Automated Clearing House. Files submitted electronically through an automated clearing house system are governed by the rules and performance standards of the network as set forth by the National Automated Clearing House Association (NACHA) as they may currently exist and as they may be amended from time to time.

"Bank Documents" means all applicable Account agreements, disclosures, rates, and fee schedules provided by TSB and given to you at account opening or account revision as they currently exist or as they may be amended from time to time.

"Business Day(s)" means Monday through Friday, excluding Saturday, Sunday, and Federal legal holidays.

"Commercial" or "Business" means a non-natural person and may refer to "doing business as" accounts or accounts owned by a commercial entity, whether the business is conducted for profit or not. These accounts are not for personal, family or household use.

"Consumer" means a natural person and may refer to an account for personal, family or household use.

"Contact information" means a valid email address, current address, and current phone number(s).

"Credentials" means any method or combination of methods used by the Electronic Banking Services, Electronic Services, or Access Devices in place to, including but not limited to, authenticate users and allow access to view account or customer information; make payments; make transfers; review, print or download account activity; review Documents and eStatements; make deposits; or any other activities permitted by agreements with us. Credentials will include but may not be limited to: Username, Password; TNStateBank Mobile App Passcode; Personal Identification Number; PIN; Touch ID or Face ID as enabled by clients on their devices; specialized security tokens (such as Authy App or Google Authenticator) or other security measures such as codes emailed or texted to Access Devices to provide additional layers of security and assist in authentication.

"Customer" means a consumer or business with a formal banking relationship.

"Documents" means all electronically delivered documents including, but not limited to, periodic account statements (also known as "eStatements"), disclosures, notices, agreements, rate and fee schedules that apply to your Accounts with TSB. May also be referred to as "electronic Documents" or "electronically delivered Documents" where appropriate.

"Electronic Banking Services", "Electronic Banking", or "EBServices" means our Online Banking and/or Mobile Banking (via the TNStateBank Mobile App) Services utilized to access electronic Documents and that allow you to obtain account information, transfer funds, make payments including our Bill Payment Services, access accounts, and perform other transactions or send messages over the Internet (including any other services as outlined in the Agreements for Electronic Banking Services and the Bank Documents for Accounts offered by TSB) by use of an Internet Access Device and Credentials.

"Electronic Funds Transfer" for Electronic Banking Services means any transfer of funds that is initiated through an Access Device for the purpose of ordering, instructing, or authorizing us to debit or credit an account.

"Electronic Service(s)" means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.

"Good Standing" means an account where no collection action has been required, overdrafts or No Bounce Advantage™ balances are paid in a timely manner and in accordance with agreements, all required Bank documents and account signature contracts are current, accurate and in possession of the Bank, no significant changes have occurred to the account ownership or signors of which the Bank has not been apprised.

"Mobile Banking" or "Mobile Banking Service" means the Electronic Banking Service accessible through the TNStateBank Mobile App which you have enrolled and continue to use in accordance with and as described in the Electronic Banking Agreement.

"Online Banking" or "Online Banking Service" means the Electronic Banking Service accessible through the Tennessee State Bank Website which you have enrolled and continue to use in accordance with and as described in the Electronic Banking Agreement.

"Tennessee State Bank Website" and "Website" mean the Tennessee State Bank website through which you can access the Online Banking Service.

"Time-of-day" references when using our EBServices are to Eastern Time (ET).

### **Acceptance of Terms and General Agreement by Use**

Your initial and continued use of our EBServices constitutes your acceptance and agreement to be bound by all the terms and conditions of this EBAgreement and by the Bank Documents, as they currently exist or as they may be amended from time to time, and acknowledges your receipt and understanding of this and any subsequent EBAgreement delivered to you as set forth in this EBAgreement.

You agree to provide true, accurate, current and complete contact information and maintain and promptly update your contact information to keep it true, accurate, current and complete. You may update your profile photo, address, username, email address or phone number in Online/Mobile Banking using the Settings > Profile feature. These self-service settings are to help you be more independent and decrease the number of steps needed in changing information. Some of these features may be considered high risk and will require further authentication. Your old email address as well as your new email address will receive notification that the email address on your account has been changed. If you receive this notification but you have not changed the email address, please contact us immediately. A paper notice will also be sent from the system for address and email address updates. You can also reach out to Electronic Banking through Support>Conversation or by visiting one of our branch locations. If we have reasonable grounds to suspect your identifying and contact information is not true, accurate, current, and complete, we have the right to suspend, terminate or refuse your current or future use of the EBServices.

### **Hardware and Software Requirements**

You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the EBServices. This responsibility includes, without limitation, you utilizing up to date/current web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider, and any associated communications service provider charges. You acknowledge that there is certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of the Systems used to access EBServices, and for the transmission and receipt of information using such Systems. The Bank will notify user of any changes in hardware or software requirements that will create a material risk that prevents the user from being able to access or retain electronic records. If revised requirements prevent the user from continuing our EBServices, the user has the right to terminate the EBServices; however, some TSB account types include a feature where the monthly service charge is waived if the customer opts to receive eStatements. If this is a feature of your account, we will charge your account the applicable monthly service charge for terminating EBServices which will not allow you to continue receiving eStatements and electronic Documents as indicated in the Bank Documents. In the event a change of requirements occurs, the user will be notified and/or the user may be required to re-acknowledge the revised EBAgreement.

### **To access the Online Banking Service, to access eStatements and electronic Documents online (if enrolled in this service), and to access electronic Documents posted to "Start a conversation" you will need:**

- Desktop or Laptop computer with Internet access.
- Internet browser that supports the most current encryption security standard. Supported browsers are:
  - Latest version of Microsoft Edge™; may be denied access to older versions 60 days after Microsoft® releases a new version.
  - Latest version of Google Chrome™; if version is two versions older than current version, access may be denied.
  - Latest version of Apple® Safari® when available on both Mac OS and iOS devices; access may be denied for older versions.
  - Latest version of Mozilla® Firefox®; if two versions older than the current version, access may be denied.
- The current or last previous version of Adobe® Reader®.
- A printer and/or storage capabilities if you wish to print or retain any eStatements or electronic Documents.

The supported browsers above are for use with a desktop or laptop computer and do not apply to use with mobile devices. If using a mobile device to access the Online Banking Service instead of the TNStateBank Mobile App, functionality and appearance may vary from the traditional interface.

**To access the Mobile Banking Service via the TNStateBank Mobile App, to access eStatements and electronic Documents in the App (if enrolled in this service), and to access electronic Documents posted to "Start a conversation" you will need:**

- A web enabled personal mobile device.
- IOS or iPadOS version 17.0 or later; or Android version 9. (API Level 28) and up .
- iPhone allows the image to be viewed in the app; Android devices download the pdf and requires a pdf viewer.
- A printer and/or storage capabilities if you wish to print or retain any eStatements or electronic Documents.

**To access electronic Documents sent to you directly by email or to access email notifications of the eStatements and electronic Documents available in the EBServices (if enrolled in this service) you will need:**

- Desktop or laptop computer with Internet access or a web enabled personal mobile device.
- Email account.
- Internet browser that supports the most current encryption security standard.
- A current version of a pdf viewer such as Adobe® Reader®.
- A printer and/or storage capabilities if you wish to print or retain any Documents.

EBServices may not be accessible or may have limited utility over some network carriers. In addition, the EBServices may not be supportable for all Devices. Tennessee State 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 EBServices available for your use on a continuous basis. The EBServices 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 EBServices may be interrupted because of conditions beyond our control, including outages in Internet availability. We will use diligent efforts to re-establish the EBServices as promptly as possible. We do not promise the EBServices will always be available for your use. We may elect to discontinue EBServices at any time.

### **Electronic Banking Services**

Online and Mobile Banking Services are offered as a convenience to TSB customers and allows you to access your account information, make payments, transfer funds and conduct other banking transactions. To utilize these EBServices, you must have at least one eligible deposit account such as a checking or savings, a loan account, credit card or other approved account type with us and must complete the enrollment. Requirements for dual signatures on accounts do not apply to the EBServices with or without an Indemnification, Hold Harmless and Release Agreement executed. If your account requires dual signatures, you understand and agree that using the EBServices you are making an exception to that dual signature directive. All of your accounts with us must be in good standing. You must be a primary or joint owner for all personal accounts for which you request access or you must be a primary, joint owner or authorized signer for commercial accounts for which are you are requesting access. You must have an Internet enabled Access Device with service through an Internet service provider and Credentials for access to EBServices. For Mobile Banking you will need the TNStateBank Mobile App (currently only available for Apple® phones/tablets and Android™ phones/tablets) and will be asked to create a 4-digit Passcode. Your use of the EBServices described in this EBAgreement may also be affected by the agreements between us for your Accounts. When you link an Account to these EBServices, you do not change the agreements established in the Bank Documents you already have with us for that account. You should review those Bank Documents for any applicable fees, limitations on the number of transactions you can make, and for other restrictions which might impact your Accounts when you use these EBServices.

TSB reserves the right to grant or not grant access to the Account(s) you have requested. 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 the EBServices. TSB reserves the right to cancel your EBServices at any time without notice, at our sole discretion, with or without cause and for any reason by way of terminating your access to the EBServices. If your EBServices are cancelled, you will no longer be enrolled to receive electronic Documents, including eStatements; you will be subject to the terms, conditions and any applicable fees of the Account(s) which you have. TSB also reserves the right to deny any future requests for enrollment into EBServices, at our sole discretion, with or without cause and for any reason

We also reserve the right to modify the scope of the EBServices at any time. You will be notified of any restrictions electronically. You are responsible for maintaining a valid email address, current address and current phone number(s) with us.

For more information about the Electronic Banking Services, you can access the Electronic Banking User Guide and Electronic Banking Quick Reference Guide under the Support feature in the EBServices. You can find links to download the TNStateBank Mobile App on our website at <https://www.tnstatebank.com> or directly from the Apple Store or Google Play Store.

You may use Electronic Banking Services to:

- View real time balances and activity, and search transactions on your accounts
- View and print check and deposit images
- Set up one time or recurring transfer of funds between TSB accounts

- Set up one time or recurring transfer of funds to and from a TSB account and an account you hold at another financial institution (service ONLY available upon request and approval)
- Make regular or principal TSB Loan payments
- Make TSB Credit Card Payments
- Place stop payments for paper checks only
- Pay bills and your friends online and set up one-time or recurring payments via the Bill Pay Service (service available upon enrollment and approval)
- eStatements customers have access to statements for 18 months (accumulates from date of registration and retains a maximum of 18 months of statements)
- Download and export activity to various file type formats (Online Banking Service ONLY)
- Download and export account activity to various personal money management software programs on your computer
- "Start a conversation" with a member of our Electronic Banking Department during stated business hours
- Enroll in electronic delivery of Documents, including eStatements
- Set up alert preferences to be received by text, email or by in-app message
- Manage your debit card by turning on/off as needed, activate your debit card, or report your debit card lost or stolen
- Add a travel notice for your debit card (travel notices may not be effective until the next Business Day)
- Originate ACH debit and/or credit transactions (for BUSINESS Customers ONLY with separate application for Cash Management, Bank approval and disclosure)
- Make check deposits (available using the TNStateBank Mobile App ONLY, service available upon enrollment and approval)

In order to stop payment on a paper check, using the Online Banking Service, select the Stop payments icon in the applicable account, then complete the tabs as presented. Caution: All information input in the required fields (i.e. check date, check number, amount, and payee) must be correct or the payment will not be stopped. Online stop-payment requests are processed at 8:00 a.m. ET on the Business Day following the date the stop payment has been requested online. A stop payment request online with the use of your Credentials has the same effect as if given in writing. Stop payment charges will incur as disclosed in the current Fee Schedule for the applicable account.

### **Permitted Transfers**

You may use the EBServices to transfer funds between your eligible Tennessee State Bank Accounts ("Internal transfer(s)"). You may transfer to or from a TSB Account and an Account at another financial institution ("External transfer(s)" or "Bank-to-Bank transfer(s)") (Bank-to-Bank transfer service ONLY available upon request and approval). Transfer options include one-time transfers, future-dated transfers and recurring transfers. External transfers are only offered to personal accounts. With EBServices, external transfers can be used to pay a TSB Credit Card or TSB Loan even though you do not have a checking or savings account with us. Micro-Deposit verification will still be required. The cutoff time for external deposits is 3:00pm EST.

Internal transfers that are immediate cannot be cancelled. Future dated and recurring Internal and External transfers can be cancelled before the cutoff time for that transfer type.

The available balance and current balance are both provided in the EBServices. The available balance is the funds in your account that are available for withdrawal. This is the account balance including pending transactions scheduled to post to the account which may include automatic payments or deposits made electronically or checks or other items presented for payment. If your account has No Bounce Advantage™, it will not be included in the available balance. The current balance is the total amount of funds in your account at the close of the Bank's last Business Day.

Available balance is utilized when processing transfers. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer and the transfer utilizes funds from your No Bounce Advantage™ overdraft limit, you agree to cover the amount of the transfer, any overdraft item fees and any other applicable fees (refer to your No Bounce Advantage™ agreement). If the overdraft limit is provided via a Line of Credit through your Tennessee State Bank credit card, the credit card courtesy pay fee for that service will apply (refer to your credit card agreement). If the overdraft is covered via a sweep transaction from another TSB account designated as a sweep account, the fees for that service will apply (refer to your sweep agreement). Transactions may not be processed in the order in which they occurred and the order in which transactions are received by the Bank and processed can affect the total amount of overdraft item fees or return item fees you may incur. You may be charged returned item fees if there are insufficient funds in your account and the item is returned unpaid by us. Your account is subject to overdraft item fees for, including but not limited to, any paper item presented and paid on your behalf as a result of an action or transaction using our Bill Pay Services, if said action or transaction is presented against an account containing insufficient funds. Your account may be subject to overdraft item fees if an 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 point-of-sale transactions made via a debit card, Electronic Banking transfer or Bill Pay transactions.

Your account is subject to stop payment fees for any stop payment originated through our EBServices. You may also be charged quarterly savings withdrawal fees for withdrawals over the number of withdrawals allowed each quarter, pursuant to your account agreements. 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 dollar 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.

### **Internal Transfers**

Internal transfers are transfers of funds between your eligible Tennessee State Bank Accounts. If you submit a transfer request prior to the deadline established by us, the transfer will be initiated immediately, unless you are scheduling the transfer for a future date. Transfer requests received after 9:00 p.m. ET on Business Days and all transfers which are requested on Saturdays, Sundays, or Federal holidays on which the Bank chooses to remain closed, will be processed on the Bank's next Business Day. You may choose the frequency of the transfers and the date on which you want the transfers to be made. Internal transfers that are immediate cannot be cancelled. Future dated and recurring Internal transfers can be cancelled before the cutoff time for that transfer type. You may make an Internal transfer up to the available balance in your Account.

### **Bank-to-Bank Transfers**

Bank-to-Bank transfers are transfers to or from your Accounts held in your name at TSB and held in your name at another U.S. financial institution. They are also referred to as External transfers and these terms can be used interchangeably. This type of transfer is available for personal checking, savings Account, credit cards and loan(s) that are primarily for personal, family or household purposes. You agree that you will only use Accounts that are held in your name at another financial institution that you have the authority to transfer funds. The External transfer service is only available upon request and approval. Your TSB Accounts must be in good standing in accordance with our criteria. TSB reserves the right to cancel your External transfer service at any time without notice, at our sole discretion, with or without cause and for any reason by way of terminating your access to the External transfer service; this includes your failure to maintain your Accounts in good standing. TSB also reserves the right to deny any future requests for External transfer services, at our sole discretion, with or without cause and for any reason.

Verification Method. When adding your Account at another financial institution ("external Account") as a transfer option, your external Account will be verified/authenticated by micro-deposit verification (small deposit transfers). You will be required to input an Account name (name of your choice), the routing and account number of your external Account, and the account type (checking or savings). Two deposits (in different amounts) will be made into and one withdrawal from your external Account (withdrawal applies to checking accounts only). You agree and understand that the micro-deposits are provisional and therefore will be withdrawn from external checking accounts. This means that you should not consider the micro-deposits made to your external checking account as your money and you should not include the amounts when calculating your available balance in your external checking account. When your external Account is in receipt of the two deposits, you will need to log into the EBServices and under Transfers > External transfers select the account that requires verification then enter the amounts of the micro-deposits and confirm. This verification process requires that you complete the process within 10 calendar days of your external Account receiving the micro-deposits.

Transfer Cutoff Time. Transfer requests received after 3:00 p.m. ET on Business Days and all transfers which are requested on Saturdays, Sundays, or Federal holidays on which the Bank chooses to remain closed, will be processed on the Bank's next Business Day. You may choose the frequency of the transfers and the date on which you want the transfers to be made. Future dated and recurring External transfers can be cancelled before the cutoff time for that transfer type.

Frequency and Dollar Limitations. 3 transfers per day are allowed, not to exceed a total of \$2,500.00. . Changes to these limits may be available upon request and approval. This limit is also subject to the available balance in your Account.

Availability of Funds. Funds requested to be transferred from your account (Outbound transfer) will be debited from your TSB Account on the Business Day you have the transfer scheduled for, provided you have met the cutoff time for submitting External transfers. Funds requested to be transferred out of your account at TSB will be credited to the other financial institution Account according to that other financial institution's transaction processing and availability schedule.

Funds from External transfers where you order an Account at the other financial institution to be debited and your account at TSB to be credited (Inbound transfer) will be available to you on the first Business Day after the transfer is initiated if the amount is less than \$100.00. The transfer will be available to you on the second Business Day after the transfer is initiated if the amount is \$100.00 or greater.

Rejected Bank-to-Bank transfers. External transfers will be returned if it cannot be successfully posted to your Account. The most common reasons for failed or returned transfers include, but are not limited to:

- Insufficient available funds in the Account to be debited and/or credited.
- Exceeding the dollar limit or exceeding the limit for the number of transfers per day.

It is your responsibility to monitor the status of your Bank-to-Bank transfer requests and for ensuring that it has been processed as requested.

### **Indemnification**

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Tennessee State 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 EBServices; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of the EBServices.

### **User Conduct**

You agree not to:

- Be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to, use of the EBServices to impersonate any person or entity.
- "Upload", "post", "email", or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment used by us in connection with our EBServices.
- "Spam" or "flood" the Website or the EBServices.
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website; the EBServices; or the Software used in connection with the Website or EBServices.
- Remove or infringe any third-party copyright, patent, trademark, trade secret or other notices regarding proprietary rights or rights of privacy contained in the Website, EBServices, or Software.
- "Frame" or "mirror" any part of the website or the EBServices without our written permission.
- Use any "robot", "spider", site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the website or the EBServices or its contents.
- Otherwise interfere with or disrupt, the website, the EBServices, servers or networks connected to the website or the EBServices or violate this Agreement or any requirements, procedures, policies or regulations of the website or the EBServices or of any networks connected to the website or the EBServices.
- Intentionally or unintentionally violate any applicable local, state, national or international law, statute, ordinance, regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), regulatory guideline or judicial or administrative interpretation or any rule or requirement established by applicable entities having jurisdiction over the website or our EBServices in connection with your use of the website or our EBServices.
- Utilize, cause or allow the EBServices to be utilized by your actions or failure to exercise appropriate security measures including safeguard of Credentials for any illegal purposes including money laundering, terrorist financing, violations of sanctions, or any other criminal activity.
- Be false, misleading or inaccurate.
- 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.
- Be defamatory, trade libelous unlawfully threatening or unlawfully harassing.
- Potentially be perceived as illegal, offensive or objectionable.
- Use the EBServices in such a manner as to gain unauthorized entry or access to the computer systems of others.

### **Authentication**

In order to make your Electronic Banking experience as secure as possible, you should safeguard all Credentials and alert us if you believe a compromise has occurred. You will not be asked by TSB personnel to disclose your Password.

TSB has implemented strong password controls and two-factor authentication (2FA). When enrolling into the Electronic Banking Services you will have to set up 2FA and then create a Username, Password, and Passcode (for the App only). You will also be able to enable Touch or Face ID if available on your device. FIDO Security Keys (physical token which connects to the end user's computer) are also available for authentication but must comply with FIDO protocols. Enrollment will require you to provide your social security number, a valid account number with TSB, a valid email address, and a phone number listed on record with TSB (you must have access to this phone to complete enrollment). You will then be required to enter a time-based, one-time verification code that is delivered by text to your mobile phone, by telephone call, or to a Time-based One-Time Passwords (TOTP) authenticator app (e.g. Authy App) and it must be entered correctly to proceed with the enrollment. For added security you should not make your Password and your Username the same; you should not use any portion of your deposit or loan account number(s), phone number(s), date of birth, social security number, or your name in your Credentials.

You may change your Username, Password, Passcode or reset your two-factor authentication option at any time under Settings > Security in the Electronic Banking Services. When changing your Password, it cannot match one of the previous four (4) Passwords you have used.

High-risk actions in the Electronic Banking Services, such as adding a payee for Bill Pay Services, or changing your Username in the Settings > Security feature, may require the user to enter their Password in order to complete the actions. Bank to Bank transfers over the threshold amount of \$.99 may also require additional authentication due to high risk.

We recommend you change your Credentials periodically.

### **Electronic Banking Cut-Off Times**

Our EBServices are generally available 24 hours a day, 7 days a week. However, we only process transfers made via the EBServices and update information on Business Days. Actions or transactions initiated through our EBServices after 9:00 p.m. ET on a Business Day, or anytime on a Saturday, Sunday, or a Federal legal holiday will be processed on the next Business Day. Cut-off times may differ for Bill Pay Services, External Transfers and Mobile Check Deposit Services; see the BPAgreement and MCDAddendum for additional information.

### **System Availability**

We may periodically perform maintenance on our equipment or system that may result in a temporary interruption of the EBServices. We may also change the scope of our EBServices from time to time. We will attempt to provide prior notice of such interruptions and changes, but we cannot guarantee that such notices will be provided as in the case of emergencies and unforeseen occurrences.

### **Fees**

You are responsible for paying any fees associated with Electronic Banking Services as outlined in the Bank Documents and the Fee Schedule, as well as any additional fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred for accessing our EBServices.

You may also be charged stop payment fees for any stop payment originated through our EBServices. Withdrawal fees may apply to Savings accounts. Refer to the current Fee Schedule for the amounts of these charges and other fees that may apply.

### **Authorized Use**

Our EBServices are for authorized use by Tennessee State Bank customers only. Attempted unauthorized access is considered bank theft and will be prosecuted to the fullest extent of the law.

You agree when you choose to use the TNStateBank Mobile App that you ensure prior to download that the developer's name and Bank name, Tennessee State Bank is displayed in both areas. The Bank's App name is TNStateBank Mobile but it is recommended that you refer to the Bank's website for links to the Bank's App. 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. You are responsible for ensuring you are utilizing the current version of the App. You should periodically check the App version info under Settings in the App. The version number should be compared to the Bank App's link as mentioned above to ensure that the most recent App version is being used. If the App store has a newer version, then you should update the TNStateBank Mobile App to the newest version.

### **Unauthorized Access**

We will treat all instructions received through the Electronic Banking Services as authorized by you unless you provide notification as required in this Agreement. You should notify us immediately if any component of your Credentials has been or is suspected to be compromised. You may notify us by calling Electronic Banking at (865)908-5779 or Operations at (865)453-7011, or you may send an email to [webmaster@tnstatebank.com](mailto:webmaster@tnstatebank.com) or use the "Start a conversation" feature in the EBServices.

### **User Alerts and Alert Preferences**

Alerts for changes made to your Credentials, contact information and login from new Access Devices can be set up using the Settings > User alerts feature in the EBServices. Balance and transactions alerts may be set up under Accounts > Alert preferences. When you set up alerts, you understand and agree to receive information about your Account(s) by email, SMS to your mobile phone or by in-app message, according to your selection for the alert. Third party message and data rates may apply; message and data use may count against wireless plan limits. Consult your wireless plan or provider for details. You may change your participation in "User alerts" and "Alert preferences" at any time.

TSB is not obligated to monitor for the receipt of any alerts, nor is TSB responsible for missed alerts due to service interruption or changes to your mobile phone, email address or updates to the TNStateBank Mobile App. You are responsible for keeping your contact information up-to-date and for ensuring you are using the most current version of the TNStateBank Mobile App.

TSB does not guarantee the timely delivery, execution, or the transmission of content provided by your mobile carrier service. TSB will be unable to review or to respond to any attempted reply to any alert.

### **Your Liability and Security**

The Bank is entitled to act on instructions received through our EBServices under your Credentials without any additional authentication of the identity of the person using the Credentials. When you give someone your Credentials you are authorizing that person to use the EBServices and you are responsible for all transactions that person performs using the EBServices. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. Transactions performed by an authorized person continue to be treated as authorized until you notify the Bank they are no longer authorized. To revoke authorization for a user that you have given your Credentials to, you will have to change your Credentials to prevent that person from accessing the EBServices any longer. You may change your Credentials under Settings>Security in the EBServices or you may contact the Electronic Banking at (865)908-5779 or through "Start a conversation" to aid you in resetting your Credentials. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. You understand and agree that anyone you have given your Credentials to has the ability to (a) access your account information, (b) make funds transfers, (c) pay bills (if applicable), (d) download transactions, and (e) obtain any other products and services that may be authorized under this Agreement. You further understand and agree that all transactions initiated under your Credentials are your responsibility up to any limits set forth in applicable law, and that you are liable for each of them. We recommend that you change your Password and/or Passcode periodically.

You hereby release the Bank from any and all liability arising from the use of our EBServices and you agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where (a) you have authorized the person performing the action or transaction to use your account(s); (b) you have given your Credentials to another person and that person authorizes the action or transaction; or, (c) in the case of a jointly held account, the person authorizing the action or transaction is one of the owners of the account. You agree to indemnify Tennessee State Bank and hold it harmless from and against any and all claims including, but not limited to, reasonable attorney fees arising from the use of our EBServices. For your protection do not, under any circumstances, disclose your Credentials by telephone, online or other means to any one claiming to represent the Bank. Bank employees do not need and should not ask for your Password. Disclosing your Credentials to anyone will be done at your own risk. If you are contacted by anyone requesting this information, please contact us immediately. If you have disclosed any portion of your Credentials, please change your Credentials using the Settings > Security feature in the EBServices and contact us immediately.

If you share your Credentials with someone, you cannot limit that person's authority in the EBServices. You must notify the Bank if your Credentials have been lost, stolen, or otherwise compromised or shared and should not be honored. You must notify the Bank promptly and in accordance with the procedures set forth in section entitled **Lost or Stolen Credentials** in order to preserve your rights. We reserve the right to block services if we reasonably believe that the confidentiality of your Credentials may have been compromised and/or is being used by unauthorized persons.

We are concerned that your information remains secure in the Internet environment. We require that you use certain minimum-security requirements in order to access our EBServices. A browser that supports the most current encryption security standard is required. In order to obtain a browser with the appropriate levels of encryption, we recommend that you consult a computer professional or visit the website of the company that supplied your current browser. In addition, "cookies" must be enabled in your browser in order to access our EBServices. You should also have an Access Device, operating system and telecommunications connections to the Internet capable of supporting the foregoing and sufficient electronic storage capacity on your Access Device or other data storage unit. You should also have email software and a printer that is capable of printing from your browser. Additional security measures include signing off and closing the browser after every Electronic Banking session.

You agree to cooperate in any investigation of errors, issues, discrepancies, transactions, transmissions, and resolution of customer claims etc. by the Bank regarding any and all aspects of Electronic Banking Services or Electronic Services you utilize.

### **Privacy**

Our Privacy Policy was provided to you at account opening with the Bank Documents you received at that time or provided to you upon amendment. Our Privacy Policy also applies to our Electronic Services. Our Privacy Policy is available online at [www.tnstatebank.com](http://www.tnstatebank.com) and under Settings > User Agreement(s) in Mobile Banking via the TNStateBank Mobile App. You understand that in requesting EBServices and agreeing to the terms and conditions of this EBAgreement, you are authorizing us to provide your personal information to a third-party performing service for us and for any other permissible purposes outlined in our Privacy Policy.

### **Confidentiality**

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing an action or transaction authorized by you;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agencies or court orders; and
- If you give us your permission.

### **Lost or Stolen Credentials**

If your Credentials have been lost or stolen, or you believe an unauthorized person is accessing your accounts or has made unauthorized transactions, contact the Electronic Banking at (865)908-5779 or Operations at (865)453-7011 immediately. Telephoning us immediately is the best way to minimize your possible losses. You may also visit any branch location, write to the Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or send us a message through the "Start a conversation" feature in the EBServices. It is advised that you immediately change your Password and Passcode in any situation where you suspect unauthorized access has occurred by accessing your Electronic Banking account and changing the Password under Settings > Security. You could lose all the money in your account plus your overdraft line of credit if your TSB credit card is tied to your account, your No Bounce Advantage limit, if applicable, or the money in an account for which you have a sweep agreement if we can prove we could have stopped the unauthorized use had we been properly notified.

### **Liability Specific to Consumer Accounts Only**

To the extent that a transaction is an electronic funds transfer, you can lose no more than \$50 if you notify us within two (2) business days of discovering any unauthorized use of our EBServices or your Credentials. However, you can lose as much as \$500 if you do not notify us within two (2) business days of discovering the unauthorized use of our EBServices or your Credentials and we can prove that we could have stopped the unauthorized use had we been properly notified.

Also, if your statement shows transfers that you did not make or authorize, contact us immediately. If you do not contact us within sixty (60) days after the periodic account statement was transmitted to you by mail or posted on Electronic Banking Services if you have signed up for eStatements, you may not receive back any money you lost after the sixty (60) days, you could lose all the money in your account (plus your overdraft line of credit if your TSB credit card is tied to your account, your No Bounce Advantage limit, if applicable or the money in an account designated as a sweep account) if we can prove that we could have stopped someone from taking the money if you had contacted us in time. If a good reason (such as a long trip or hospital stay) kept you from contacting us, we may, at our sole option, extend the time periods.

### **Errors or Questions on Electronic Transfers**

In case of errors or questions about your electronic transfers, you may notify us in writing or by telephone.

- In writing - Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868.
- By phone – Electronic Banking Department at (865)908-5779 or Operations at (865)453-7011.

However, please note that you must also provide the information in writing in order to preserve your rights.

When you communicate with us, tell us:

- Your Name, address, Email address and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The date and dollar amount of the suspected error.

Notification should be made as soon as possible if you suspect there is an error.

### **Specific to Consumer Accounts Only**

We must hear from you no later than 60 days after the first statement was made available to you on which the error or problem appeared. We will investigate your complaint and will correct any error promptly. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) 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 in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made. 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.

### **Commercial (Business) and Other Non-Personal Accounts**

Business account customers have a responsibility to contact TSB immediately at the phone numbers and/or address noted the sections directly above for both lost and stolen Credentials and for errors or questions regarding electronic transfers. Contact us immediately in order to minimize your possible losses.

### **Modification of Terms**

We have the right to modify or terminate this EBAgreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this EBAgreement, no further transfers will be made and no other Electronic Services such as eStatements, Bill Pay or Cash Management will be available to you. If we modify this EBAgreement, your continued use of our EBServices will constitute your acceptance of such changes in each instance.

### **Bank Liability**

In any event, we will not be liable for any special, indirect, consequential, incidental, or punitive losses, damages, or expenses in connection with this EBAgreement or the EBServices, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

You acknowledge and agree that there are alternative methods for accessing the information and conducting the transactions provided by our EBServices, such as payment by check. In the event you experience problems accessing our EBServices, you agree to access information and conduct transaction by alternative methods. There may be other exceptions to our liability as stated in other Bank Documents you have been provided, which shall apply to this EBAgreement as if repeated herein word for word.

TSB is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their Access Devices using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers or have your Access Device or Credentials compromised.

### **Periodic Statements**

You will receive periodic account statements, either electronically by your election or paper by mail for your account(s). Your statements will reflect any actions or transactions that have occurred and any associated fees for using our EBServices or that were assessed on your account. You should promptly review your statements and any accompanying items and notify of any error, unauthorized transaction, or any other irregularity by contacting the Electronic Banking Department at (865)908-5779 or Operations at (865)453-7011, in writing at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or at any branch location to report any incidence above. You may also contact us by using the "Start a conversation" feature in the EBServices.

### **Service Termination**

We may terminate this EBAgreement and any services provided at any time without notice, if we reasonably believe you are violating any of the terms and conditions of this EBAgreement. Otherwise, either you or we may terminate this EBAgreement and any services provided at any time. To terminate your services, you may:

- Write to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868
- Contact the Electronic Banking Department at (865)908-5779 or Operations at (865)453-7011
- Visit one of our branch locations
- Contact us using the "Start a conversation" feature in the EBServices

If you terminate this EBAgreement, you hereby authorize us to continue making transfers, payments and other transactions you have previously authorized until we have had a reasonable opportunity to act upon your termination notice. Once we have acted on your notice, we have no responsibility to make any transfers, payments or other transactions you may have previously authorized.

### **Effect of Account Closure or Restriction**

If your account is closed or restricted for any reason, after 30 days it will no longer show when you log in to the Electronic Banking Services. If you do not log in to the EBServices for 90 consecutive days, the EBServices will be made inactive. You must contact the Electronic Banking Department at (865)908-5779 to have the EBServices reactivated before you will be able to use it again. After 120 days of inactivity, the EBServices will terminate. When your EBServices are terminated, you will lose all other enrollments into services such as electronic Documents, including eStatements, Bill Pay, Mobile Check Deposit, Cash Management and transfer capabilities to your accounts at other financial institutions. You will then be subject to any fees that were previously waived due to your enrollment in any of these services for the Account(s) which you have with us. If approved by us, you will have to re-enroll in the EBServices to be able to use them again.

### **Invalidity of Provisions and Jurisdiction**

If any provisions of the EBAgreement are held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired.

TSB and you agree that we will bring any action or proceeding in respect of any claim arising out of or related to this EBAgreement, other Electronic Services Agreements or the transactions contemplated hereby exclusively in the courts of the State of Tennessee located in Sevier County, Tennessee, or any federal court of competent jurisdiction located in or having jurisdiction over Sevier County, Tennessee (the "Chosen Courts"), and, solely in connection with claims arising under this EBAgreement, other Electronic Services Agreements or the transactions that are the subject of this EBAgreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party, and (iv) agrees that service of process upon such party in any such action or proceeding will be effective. We agree that the successful party shall be reimbursed by the unsuccessful party for all costs of the litigation incurred by them, including, but not limited to, reasonable attorney's fees.

### **Age and Responsibility**

You represent that you or at least one account owner is of sufficient legal age and capacity to use the EBServices and that you or at least one account owner has the legal capacity to create binding and legal obligations for any liability you may incur as the result of use of our Electronic Banking Service. Except as otherwise provided by Applicable Law, in this EBAgreement, or in the Bank Documents, you understand that you or the account owner of legal age are financially responsible for all uses of the EBServices.

You represent and agree to the following by enrolling in the Electronic Banking Services:

**Account Ownership/Accurate Information.** You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the EBServices. You represent and agree that all information you provide to us in connection with the EBServices is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the EBServices. 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 Access Device(s) you will use to access the EBServices.

**User Security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the EBServices. You agree not to leave your Access Device(s) unattended while logged into the EBServices and to close out the EBServices immediately at the completion of each access by you. You agree not to provide your Credentials to any unauthorized person. If you permit other persons to use your Access Device(s), Credentials, or other means to access the EBServices, 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 the EBServices is available for use in locations outside of the United States. Accessing the EBServices from locations outside of the United States is at your own risk.

### **Consent to Electronic Delivery of Notices**

You agree that this EBAgreement and other associated Agreements, and as they may be amended from time to time, may be made electronically to you by presenting the Agreements to you for review and acknowledgment upon login into the EBServices, posting the Agreements to the EBServices, and/or at our option by email. You further agree to notify us immediately of any change to your contact information. You agree that posting or providing of this EBAgreement or any associated Agreements, and as they may be amended from time to time, shall constitute full notice to you.

### **Amendment or Changes**

We may amend or change this EBAgreement at any time by notice to you, unless applicable laws or regulations require otherwise. We may give notice by any one or more of the following methods, at our sole election:

- By prompting you to review and acknowledge the newest agreement upon login into the EBServices.
- By sending notice via first-class mail or email at the address in our records.
- By placing a statement message on your periodic account statement for any of your account(s).
- By posting a notice, alert or message on our website or in the EBServices.

You will be deemed to have received any notice by email or by posting of said notice on our website or Electronic Banking Services immediately. You will be deemed to have received any notice sent via the United States Postal Service within five (5) calendar days of its mailing. Your continued use of our EBServices shall be your agreement to all amendments and changes.

We may assign the rights and duties under this EBAgreement to another party. However, this EBAgreement may not be assigned by you to any other person.

This EBAgreement is the entire agreement between you and Tennessee State Bank pertaining to our EBServices, and supersedes any promotion of our EBServices delivered to you in writing, verbally, or viewed on our website.

### **Cancellation of Service**

You may cancel your participation in the EBServices at any time by logging out of the EBServices completely and deleting the TNStateBank Mobile App from your phone. TSB reserves the right to cancel your EBServices at any time without notice, at our sole discretion, with or without cause and for any reason by way of terminating your access to the EBServices. This includes your failure to access the EBServices for 90 consecutive days or your failure to maintain your accounts in good standing. If your EBServices are cancelled, any scheduled transfer or bill payments you have will not be processed; you will no longer be enrolled to receive electronic Documents, including eStatements, if you enrolled in this service; you will be subject to the terms, conditions and any applicable fees of the Account(s) which you have. TSB also reserves the right to deny any future requests for enrollment into EBServices, at our sole discretion, with or without cause and for any reason. Neither cancellation nor deactivation shall affect your liability or obligation under this EBAgreement.

### **No Commercial Use or Re-Sale**

You agree that the EBServices are only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of the EBServices or resell, lease, rent or distribute access to EBServices.

### **Warranties Disclaimer**

You expressly agree and understand that Electronic Banking Services are provided to you on an "as is" and "as available" basis.

EXCEPT AS OTHERWISE REQUIRED BY ANY APPLICABLE STATE LAW OR FEDERAL REGULATION, WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT OUR EBSERVICES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU.

By the initial and/or continued use of our EBServices, you acknowledge and agree that you have read, understood, and agree to abide by all of the terms and conditions contained in this EBAgreement and the Bank Documents.

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## **Mobile Check Deposit Addendum to the Electronic Banking Agreement ("MCDAddendum") -**

### **Service available in the TNStateBank Mobile App ONLY**

Terms and Definitions. The following terms and definitions apply with respect to Mobile Check Deposit Service:

"Check Retention Period" is the period of time an item should be kept or "retained" in paper format. At the termination of the retention period, the document is usually destroyed. Please refer to the Storage, Security and Destruction/Disposal section of the Checks for more information.

"Consumer" is a natural person who has successfully subscribed to Electronic Banking Services and that maintains personal account(s) primarily for personal, family or household purposes and for which check deposits are within Deposit Limits.

"Mobile Check Deposit" or ("MCD") is a feature that allows eligible and approved Consumer and Small Business clients that have successfully subscribed to Electronic Banking Services to make check deposits electronically to a designated account by using a camera-enabled mobile device capable of capturing and transmitting check images through a wireless service.

"Prohibited Check(s)" means a check or other items that you are not permitted to scan and transmit using Mobile Check Deposit. Please refer to the Eligible Items section for more information.

"Repeated overdrafts" refers to six or more banking days within the preceding six months, the account balance is negative, or the account balance would have become negative if checks or other charges to the account had been paid; or on two or more banking days within the preceding six months, the account balance is negative, in the amount of \$6,725 or more, if checks or other charges to the account had been paid.

"Small Business" is a person or entity who has successfully subscribed to Electronic Banking Services and that maintains Business account(s) for primarily Business or commercial purposes and for which check deposits are within Deposit Limits.

### **Description of Mobile Check Deposit**

Mobile Check Deposit (MCD) is a feature that allows eligible and approved Consumer and Small Business clients that have successfully subscribed to mobile Electronic Banking Service to make check deposits electronically to designated accounts by using a camera-enabled mobile device capable of capturing and transmitting check images through a wireless service.

You must use the TNStateBank Mobile App in order to use Mobile Check Deposit. The official App can be found at [www.tnstatebank.com](http://www.tnstatebank.com).

### Eligibility Requirements

Mobile Check Deposit is available to Consumer and Small Business clients that have successfully enrolled in the mobile Electronic Banking Service. You may be eligible for approval to utilize MCD if:

- You meet the definition of either a Consumer or Small Business account holder.
- Your Tennessee State Bank designated deposit account (checking or savings) has been opened for a minimum of 30 days.
- You have not been 60 days delinquent on any loan with Tennessee State Bank.
- You do not have charged-off loans or deposit accounts with Tennessee State Bank.
- You are at least 18 years of age.
- You have no history of repeated overdrafts on deposit accounts with Tennessee State Bank.
- You have a camera-enabled mobile device or smart phone (iPhone®, iPad®, Android™ or Android tablets) and subscribe to wireless services that permit Internet access.

Your eligibility requirements for MCD continue during your use of the service and may be terminated for, including but not limited to, any delinquency on Tennessee State Bank loans, charged off loans or deposit accounts, repeated overdrafts on deposit accounts at Tennessee State Bank, deposit of fraudulent checks or presentment of checks more than once, or you have shared your Credentials with someone other than an owner on the account who is remotely depositing checks into your account. TSB also reserves the right to cancel your MCD service at any time without notice, at our sole discretion, with or without cause and for any reason. TSB also reserves the right to deny any future requests for enrollment into the MCD service, at our sole discretion, with or without cause and for any reason.

### Hardware and Software Requirements

MCD requires a mobile device with a camera. The following are components necessary for an MCD installation.

#### **Hardware: One of the following camera-enabled mobile devices is required for MCD:**

- Apple® phones and tablets
- Android™ phones and tablets

#### **Software:**

- Apple iOS® version 17
- Android versions 9 (API Level 28) and up

#### **Wireless Service Provider: You must subscribe to the Internet and/or phone Services through a wireless service provider.**

We recommend that you routinely update your antivirus software, apply all security patches for your operating system, and activate all other security features available on your mobile device.

### Email Fraud

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against email fraud and other Internet frauds and schemes (including without limitation, fraud commonly referred to as phishing). You acknowledge that we will never contact you by email in order to ask for or verify account numbers, Credentials, or any sensitive or confidential information. In the event you receive an email or other electronic communication that you believe or have reason to believe is fraudulent you agree not to respond to the email, provide any information to the email sender, click on any links in the email or otherwise comply with the instructions in the email. You agree that we are not responsible for any losses, injuries, or harm you may incur as a result of any electronic email or Internet fraud subject to the requirements of applicable law.

### Deposit Limits

The Bank reserves the right to establish and assign to you deposit limits for Mobile Check Deposit (including limits on the dollar amount and/or number of checks that you may transmit through the Service each day and/or each month) and to modify such limits from time to time in the Bank's sole discretion, and you agree to comply with all such limits. In the event that you attempt to make a deposit in excess of these limits, your deposit will not be accepted and a message will display on your mobile device that the deposit has failed due to your deposit limit being exceeded. Once the Mobile Check Deposit Application has been confirmed with you, reviewed and approved, you will receive an email from the Electronic Banking Department confirming your enrollment acceptance in Mobile Check Deposit. If at any time you would like to request an increase to the established Consumer or Small Business limits you should contact the Electronic Banking Department at (865)908-5779. A permanent or temporary limit increase can be requested at any time by calling or starting a conversation in Online Banking and/or Mobile Banking (via the TNStateBank Mobile App). You may also visit any branch location to request a permanent or temporary increase. You will receive an email from the Electronic Banking Department informing you if your limit increase has been accepted or rejected.

Consumer Limits for MCD:

Consumer Tier –

Daily Check Limit	3 items
Daily Deposit Amount Limit	\$ 2,500.00
Monthly Check Limit	10 items
Monthly Deposit Amount Total Limit	\$ 5,000.00
Single Deposit Limit	\$2,500.00

Small Business Limits for MCD:

Small Business Tier –

Daily Check Limit	5 items
Daily Deposit Amount Limit	\$ 5,000.00
Monthly Check Limit	50 items
Monthly Deposit Amount Total Limit	\$ 20,000.00
Single Deposit Limit	\$5,000.00

All transactions will be set to "REJECT" if they fall outside the established deposit limits. You will receive a message in the TNStateBank Mobile App stating that the deposit has failed because the deposit limit has been exceeded. You will then be informed to contact us.

**Eligible Items**

You agree to deposit only "checks" as that term is defined in Federal Reserve's Regulation CC ("Reg. CC") and the checks that are eligible for deposit in this MCDAddendum. You agree that the image of the check transmitted shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

**Ineligible Items**

You agree that you will not use the Service to make any remittance of funds on behalf of a third party. You agree that you will not use Mobile Check Deposit to deposit any of the following types of prohibited checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which 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 the customer suspects or knows are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this MCDAddendum.
- Checks that have previously been submitted through the MBSservice or through a remote deposit capture service offered at this or any other financial institution.
- Digitally scanned, photocopied or otherwise duplicated versions of checks.
- Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- Any check that is drawn on or otherwise issued by the U.S. Treasury Dept.
- Any check that is a money order, cashier's check or traveler's check.

We reserve the right to reject or void any check or item transmitted by MCD that violates this MCDAddendum or is otherwise not acceptable under the terms on your account. Submission of ineligible items (including, but not limited to, duplicate deposits, fraudulent checks, charged back deposit items) may result in termination of MCD for you.

**Endorsements**

Tennessee State Bank requires restrictive endorsements. Each check transmitted through Mobile Check Deposit should bear the exact verbiage "For Mobile Deposit Only TSB" printed on the back of the check in the endorsement area. This restrictive endorsement will require the Bank to apply the check to the holder's deposit account. If you fail to provide such an endorsement, the deposit may reject and not be accepted. However, the check may be deposited again through MCD but must have the required endorsement on the back of the check in the endorsement area. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

### **Check Requirements (including image quality)**

The image of an item transmitted to the Bank using Mobile Check Deposit must be legible and contain images of the front and back (including all four corners) of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check). You agree that we are not responsible or liable to you for images that are dropped during transmission which we do not receive or that are intercepted or altered by or misdirected to any unauthorized third party. You assume the risk that any check image or information from a check image may be intercepted or misdirected during transmission Bank has sole and absolute judgment regarding legibility.

### **Processing Your Deposit(s)/Cut-Off Time**

When you submit a check through Mobile Check Deposit, we use systematic methods to review and verify the item for acceptance. Once this initial review has been completed, the system will generate an email confirmation of submission or rejection to you. The email notification will be from [ebanking@tnstatebank.com](mailto:ebanking@tnstatebank.com). If you submit your item(s) to us before 5:00 p.m. ET (the "Cut-Off Time") on any Business Day, we shall generally process your item(s) on that Business Day. If you submit your item(s) to us after the Cut-Off Time or your email confirmation of submission is generated after the Cut-Off Time on any Business Day, we shall process your item(s) on the next Business Day. Submission of an item for processing does not guarantee that the deposit will not be rejected after further review, as described below

Our Business Days are Monday through Friday, excluding Saturday, Sunday, and Federal legal holidays.

### **Availability of Funds**

You agree that items transmitted using Mobile Check Deposit are not subject to the funds availability requirements of Federal Reserve Board's Regulation CC. It is our general policy to make funds from your check deposits through the TNStateBank Mobile App available to you on the first Business Day after the day we receive your deposit (see Processing Your Deposit(s)/Cut-Off Time section above for when your deposit is considered received). In some cases, we may delay your ability to withdraw funds beyond the first Business Day. We may hold the funds and provide availability for the deposit on the seventh Business Day after the date of the deposit and a notice will be sent to you if a hold is placed on any deposited funds. Holds may be placed on items that have been submitted but not processed at end of day.

### **Rejection of Deposits**

You are solely responsible for verifying that checks that you deposit by using Mobile Check Deposit have been received and accepted for deposit by the Bank. You agree that all deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against the Bank relating to such deposits. The Bank is not liable for any service or late charges that may be imposed against you due to the Bank's rejection of any check that you transmit for deposit through Mobile Check Deposit. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your account due to a check being returned. We will provide you a substitute check of the returned item. You acknowledge and agree that while we normally provide notice of rejected deposits, we may reject any check transmitted through Mobile Check Deposit at our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. Generally, if we reject (deny) a check for violations of the terms of the MCD Addendum, you may be required to physically deposit the original check as you may not be able attempt to re-deposit it through Mobile Check Deposit.

### **Unpaid Checks**

The Bank will provide you with notice of any deposits that it is unable to process because checks were returned unpaid by the payer financial institution. In the event that the Bank credits your account for a check that is subsequently dishonored and returned, you authorize the Bank to debit the amount of such check plus any associated fees from the account. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any of your other account(s) with the Bank in our sole discretion. Our right to charge your account(s) will apply without regard to whether the check was timely returned or whether there is any other claim or defense that the check was improperly returned. You understand and agree that since the original check is your property, it will not be returned and the Bank may charge back an image of the check, an ACH debit, or other electronic or paper debit, as applicable, to your account. You further

agree that any image that we charge back may be in the form of an electronic or paper reproduction of the original check or a substitute check. You may not use Mobile Check Deposit to deposit a substitute check and you may not redeposit the original check through Mobile Check Deposit or in any other manner if you receive a dishonored check. You agree to comply with any additional instructions we may provide to you in connection with returned checks.

### **Duty to Report Errors**

The Bank will provide you with periodic account statements that will identify the deposits that you make through Mobile Check Deposit. In addition, you may access the Electronic Banking Services for information about your deposits, return items, deposit adjustments, checks and other transactions on your accounts. You agree that it is your responsibility to review all such information that the Bank makes available to you in a timely manner to verify that deposits made through Mobile Check Deposit have been received and accepted by the Bank and are accurate. Receipt of a check by the Bank through Mobile Check Deposit does not constitute an acknowledgement by the Bank that the check is error-free or that we will be liable for the check. You agree to notify us promptly of any errors, omissions, or discrepancies in a deposit within the time periods established in the Bank Documents for your account. You may notify the Electronic Banking Department using the "Start a conversation" feature in the EBServices or by phone at (865)908-5779 or Operations at (865)453-7011, in writing at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868, by email at [webmaster@tnstatebank.com](mailto:webmaster@tnstatebank.com) or visit any branch location. You agree to cooperate in any investigation by the Bank of any unsuccessful or lost transmission. Subject to applicable law, any failure by you to notify the Bank of any error, omission or other discrepancy in accordance with this MCDAddendum, EBAgreement and the Bank Documents for your account shall relieve the Bank of any liability for such error, omission or discrepancy.

### **Availability of Service/Contingency**

In the event you are unable to capture, submit or transmit a check image to the Bank, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, it may be necessary for you to consider an alternate method to make your deposit. You can make the deposit by bringing it into one of our branch locations or depending on your time frame for the deposit, you may mail to the Bank at Tennessee State Bank, P.O. Box 1260, Pigeon Forge, TN 37868. The deposit of original checks at a branch of the Bank shall be governed by the Bank Documents for your account and the Regulation CC Funds Availability Disclosure and not by the terms of this MCDAgreement.

### **Storage, Security and Destruction/Disposal of the Checks**

After you receive a confirmation email notification from [ebanking@tnstatebank.com](mailto:ebanking@tnstatebank.com) that your deposit has been submitted, you agree to securely store the original check for a check retention period of sixty (60) Business Days. You must also make the original check accessible to us at our request. Upon our request, you will deliver to us within two (2) 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 the sixty (60) day retention period expires, you agree to destroy the original check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

### **Presenting Checks More Than Once**

Once you have used Mobile Check Deposit to deposit a check and that check has been submitted and approved, you agree not to present or allow anyone else to present that original check or a substitute check of that original check again for deposit through Mobile Check Deposit or by any other means. If you or anyone else presents a check or substitute check for deposit more than once, in violation of this MCDAddendum, you agree to indemnify, defend and hold the Bank harmless from and against all liability and damages that may result from any claims, suits or demands from third parties with respect to such check or substitute check. You agree that we may debit from your bank account the aggregate amount of any checks that that are deposited more than once. To the extent that funds in your account are insufficient to cover such amount, we shall debit the deficiency amount from any other of your account(s) with the Bank in our sole discretion. Presentment of checks more than once will be a violation of this MCDAddendum and will be considered an action to terminate this MCDAddendum and customer's access to Mobile Check Deposit.

### **Data Security**

You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile 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. You will immediately notify the Electronic Banking Department using the "Start a conversation" feature in the EBServices or by phone at (865)908-5779 or Operations at (865)453-7011, in writing at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868, by email at [webmaster@tnstatebank.com](mailto:webmaster@tnstatebank.com) or visit any branch location if you learn of any loss or theft of original checks. You may also come in to one of our branch locations. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment we may audit and monitor your banking and account activity and you agree to cooperate with us to permit such monitoring to confirm that you have satisfied your obligations under this MCDAddendum.

### **Cooperation with Investigations**

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Check Deposit in your possession and your records relating to such items and transmissions.

### **Cancellation of Mobile Check Deposit**

We reserve the right to cancel your access to Mobile Check Deposit at any time without notice, at our sole discretion, with or without cause and for any reason. Your eligibility requirements continue throughout your Use of the service and may be terminated for, including but not limited to, any delinquency on Tennessee State Bank loans, charged off loans or deposit accounts, repeated overdrafts on deposit accounts at Tennessee State Bank, deposit of fraudulent checks or presentment of checks more than once, or you have shared your Credentials with someone other than an owner on the account who is remotely depositing checks into your account. TSB also reserves the right to deny any future requests for enrollment into the MCD service, at our sole discretion, with or without cause and for any reason. You may also request to have MCD removed from your Service at any time.

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## **Cash Management Addendum to the Electronic Banking Agreement ("CMAddendum") -**

### **Applicable to Cash Management Business Customers ONLY; Cash Management Service ("CMService") is available through Online Banking ONLY**

Cash Management is built for business users who are looking to manage accounts at a high level and conveniently handle this organization's finances for a computer or app. Cash Management is useful for:

- ACH – Efficiently pay business and individuals by using ACH transfers.
- Alerts – Monitor business activity on-the-go.
- Positive Pay – Stop fraudulent checks by monitoring issued items and working exceptions.
- User management – Use tools to oversee your business and any users you want to grant access to your accounts.
- Wires – Currently not available through online/mobile banking. Please visit your branch location or call for more assistance (865) 453-0873.

### **Authentication**

The Electronic Banking Department will setup Cash Management customers for online banking and assist with the credentials required for the business users. Online Banking access is subject to usernames, passwords and 2FA as well as additional authentication in the event of high-risk transactions. Refer to the Authentication section of the Electronic Banking Agreement.

### **Credentials**

You will require all Authorized Users to comply with all provisions of this CMAddendum and EBAgreement and all other applicable agreements, and you represent and warrant that they will do so. You acknowledge and agree that you are fully responsible for the failure of any Authorized User to so comply. You are primarily responsible for (i) any transfer made, (ii) any other Cash Management Services ("CMServices") utilized or transaction entered into or completed, and (iii) any charges incurred by any Authorized User, even if your authorization is exceeded or violated by such person.

Whenever any Authorized User leaves your employ or you otherwise revoke the authority of any Authorized User to access or use the CMServices, you must remove the user access from the Cash Management system. You remain fully responsible for all use of the CMServices by any Authorized User before you notify us and we have had a reasonable opportunity to act upon your notice.

### **Commonly Controlled Entities**

You represent and warrant that each of the entities included in your CMService is under common ownership and/or control with you (each, a "Commonly Controlled Entity"). You consent to being included as a commonly owned/controlled entity with regards to the CMService. You acknowledge and agree that (i) your Accounts will be accessible to the Commonly Controlled Entities and you will have access to the Accounts of the Commonly Controlled Entities, and (ii) your (and your Commonly Controlled Entities') Authorized Users will be able to transfer funds among the Accounts of the Commonly Controlled Entities. You agree to defend, indemnify and hold us harmless from and against any and all actions, losses, liabilities, claims, damages or expenses (including, without limitation, attorneys' fees, court costs and expenses) arising from or related to (i) your designation of an entity as a Commonly Controlled Entity, (ii) a Commonly Controlled Entity's designation of you as commonly owned/controlled with it, or (iii) the transfer of funds from an Account maintained by you to an Account maintained by a Commonly Controlled Entity, or vice versa. You and all Commonly Controlled Entities shall be jointly and severally liable for this indemnity obligation.

### **ACH Origination Entries**

Subject to application and approval by the Bank, you can use this CMService to initiate ACH debits and credits to consumer and commercial U.S. bank accounts. You authorize us to process, transmit, receive and settle for entries through Automated Clearing House (ACH) and to credit or debit Entries to a checking account.

If you elect to use this CMService, you must enter into a separate ACH Origination Agreement with us and agree to abide by all the terms and conditions of that agreement. You acknowledge and agree that this CMService is also governed by our ACH Origination Agreement and that if any provision of the ACH Origination Agreement is inconsistent with or otherwise conflicts with this CMAddendum or EBAgreement, the provisions of the ACH Origination Agreement will govern and apply to this CMService. If your ACH Origination Agreement is terminated for any reason, we may, in our sole discretion and without notice to you, terminate your use of this CMService.

#### **Your Liability**

You acknowledge, represent and warrant that all business (commercial) accounts that can be accessed under EBServices and/or CMServices are not accounts established primarily for personal, family or household purposes.

Additional risk is associated with use of EBServices and CMServices by Business Customers. You will not have the benefit of any consumer law limiting liability for the unauthorized use of your EBServices or CMServices. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of EBServices or CMServices. You are liable for transactions you did not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by Applicable Law. You agree to defend, indemnify and hold us harmless from and against any and all actions, losses, liabilities, claims, damages or expenses (including, without limitation, attorneys' fees and court costs and expenses) arising from or related to the access or use of any such EBServices and/or CMServices.

If you have reason to believe that the Credentials for any Users have been lost, stolen or otherwise compromised (or may be compromised) or that a funds transfer or other EBSERVICE or CMService has been or may be made with the Credentials of any User without your permission, you must call the Electronic Banking Department at (865)908-5779, call Operations at (865)453-7011, or use the "Start a conversation" feature in the Electronic Banking Services during normal business hours; or write us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868, send us an email using [webmaster@tnstatebank.com](mailto:webmaster@tnstatebank.com) or visit any branch location. The Credentials believed to be lost, stolen or otherwise compromised should also be immediately changed by accessing EBServices account and changing the Password under Settings > Security. In no event will the Bank be liable for any unauthorized transaction that occurs with any users' Credentials.

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#### **Bill Pay (TSB OneClick™ / TSB Business BillPay-e™) Agreement and Terms and Conditions ("BPAgreement") –**

This is your Bill Pay agreement with us. Use of the Bill Pay Service indicates acceptance of terms and conditions set forth in the Tennessee State Bank Electronic Banking Agreement (EBAgreement) and the terms and conditions set forth in this BPAgreement as each may be jointly and/or independently amended from time to time. The terms and conditions of this BPAgreement are in addition to the agreements, disclosures and other documents in effect from time to time governing your deposit account (and loan or credit card, as applicable) with us, including the Account Agreement and Disclosures ("Bank Documents"). By accepting this BPAgreement, you agree to the Terms and Conditions. Please read the BPAgreement carefully as it is our legal agreement with you that governs your use of our Bill Pay Service.

In this Agreement:

"Tennessee State Bank ", "TSB", "we ", "us ", "our", and "Bank" refer to Tennessee State Bank.

"Account" also means your TSB checking account, TSB debit card, or TSB credit card you designate to process Bill Pay transactions through.

"Bill Pay Service" and/or "BPSERVICE(s)" means the Bill Pay Service that Tennessee State Bank makes available with iPay™ that allows you to direct Payments from your designated checking account to Payees.

"Business Day(s)" means Monday through Friday, excluding Saturday, Sunday, and Federal legal holidays.

"Credentials" means any method or combination of methods used by the Electronic Banking Services, Electronic Services, or Access Devices in place to, including but not limited to, authenticate users and allow access to view account or customer information; make payments; make transfers; review, print or download account activity; review Documents and eStatements; make deposits; or any other activities permitted by agreements with us. Credentials will include but may not be limited to: Username, Password; TNStateBank Mobile App Passcode; Personal Identification Number; PIN; Touch ID or Face ID as enabled by clients on their devices; specialized security tokens (such as Authy App or other security measures such as codes emailed or texted to Access Devices to provide additional layers of security and assist in authentication.

“Documents” means all electronically delivered documents including, but not limited to, periodic account statements (also known as “eStatements”), disclosures, notices, agreements, rate and fee schedules that apply to your Accounts with TSB. May also be referred to as “electronic Documents” or “electronically delivered Documents” where appropriate.

“Electronic Banking Services”, “Electronic Banking”, or “EBServices” means our Online Banking and/or Mobile Banking (via the TNStateBank Mobile App) Services utilized to access electronic Documents and that allow you to obtain account information, transfer funds, make payments including our Bill Payment Services, access accounts, and perform other transactions or send messages over the Internet (including any other services as outlined in the Agreements for Electronic Banking Services and the Bank Documents for Accounts offered by TSB) by use of an Internet Access Device and Credentials

“Electronic Service(s)” means each and every product and service we offer that you apply for, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or handheld devices), either now or in the future.

“Good Standing” means an account where, including but not limited to, no collection action has been required, overdrafts or No Bounce Advantage balances are paid in a timely manner and in accordance with agreements, all required Bank documents and account signature contracts are current, accurate and in possession of the Bank, no changes have occurred to the account ownership or signors of which the Bank has not been apprised.

“iPay™”, “iPay Consumer Bill Pay™”, “TSB OneClick™”, “iPay Business Bill Pay™” and “TSB Business BillPay-e™” refers to our Bill Pay Service.

“Payee” means anyone you designate as a payee, such as a company or a person.

“Payment” means your remittance to a payee.

Other definitions are included in the EBAgreement and Bank Documents applicable to your EBServices and accounts.

### **Bill Pay Service**

You may access our optional Bill Pay Service through the EBServices. The Bill Pay Service allows you to schedule payments for current, future, and recurring bills or pay a person from your designated TSB checking account to Payees you choose in accordance with this BPAgreement. *Note: Bill Pay Service features are limited in the TNStateBank Mobile App.* The Bill Pay Service includes the option to pay

- a. a company/bill (e.g. credit card, utilities, cable, mortgage, loan).
- b. a person (e.g. friend or relative) (*see further explanation below for paying a person*).

The option to pay a person allows you to send funds to

- an outside person (e.g. friend or relative) directly when you have the routing number and account number of the recipient.
- an outside person via an email or text message with instructions detailing how the receiving party can be sent the funds.
  - The recipient determines the bank where the funds will be deposited without disclosing account information directly to you; the recipient’s account information remains private.
  - **This option is only available for TSB OneClick™ (iPay Consumer Bill Pay™) customers.**
- an outside person via a check to the person’s mailing address.

You may also view detailed billing information, such as full pdf billing statements, for eligible payees through eBill Connect.

### **Requirements & Restrictions**

To subscribe to our bill pay service, you must have a TSB checking account in good standing with TSB in accordance with our criteria. At registration you will be prompted to choose the TSB checking account you want as your primary (default) Bill Pay account. You can add additional TSB checking accounts to your bill pay profile under the My Account tab. If you have more than one checking account set up, you can select which account you want to use to pay from as you pay each bill on the system. To change your primary (default) Bill Pay account, you may do so under the My Account tab, by calling Electronic Banking at (865)908-5779 or Bill Pay customer support at (844)599-6556.

The Bill Pay Service is currently offered at no cost to you. Contact the Electronic Banking Department for more details at 865-908-5779. Fees related to your deposit account activity apply when you use the BPSERVICE. We reserve the right to change the fees charged for this service in the future. You will be responsible for any fees and charges from outside service providers when applicable. Third party message and data rates may apply; message and data use may count against wireless plan limits. Consult your wireless plan or provider for details.

If you give your log in Credentials to anyone, you are liable for all payments made through the Bill Pay Service. By allowing someone else access to your Electronic Banking information you are also giving them access to the Bill Pay Service. TSB is not liable for any transactions processed through the system if the Credentials were given to anyone since you are considered to have authorized that person to make transactions on your behalf.

Payments made from the Bill Pay Service are limited to the available balance in the account you designate for the payment. Payments from the Bill Pay Service are limited as follows –

- TSB OneClick™ (iPay Consumer Bill Pay™):
  - To a Company or for a bill
    - a maximum of \$9,999.99 daily
    - a maximum of \$2,500 per payment and \$2,500 per day for an email payment or pay an individual payment electronically.
  
- TSB Business BillPay-e™ (iPay Business Bill Pay™):
  - To a Company or for a bill
    - per transaction and daily limits are customized according to the specific banking needs of the business for electronic payment or check
    - Pay an Individual is not available for business customers electronically but is available by check.

Payments submitted that exceed these limits will not be processed. For security reasons, Payments to a person are locked after three attempts to exceed those limits. We also reserve the right to limit or suspend access to our Bill Pay Service as we deem necessary for security reasons.

Requirements for dual signatures on checks do not apply to the Bill Pay Service with or without an Indemnification, Hold Harmless and Release Agreement executed. If your account requires dual signatures, you understand and agree that using the Bill Pay Service you are making an exception to that dual signature directive.

### **Payee Designation**

You can use the Bill Pay Service to make payments to almost any Payee, including individuals, local service providers, utilities, credit cards, mortgage or loan payments, or charitable donations, etc.

The Bill Pay Service cannot be used to make payments for the following:

- Tax payments to the Internal Revenue Service or any state, local or other government agency;
- To purchase securities;
- Payment of illegal transactions;
- Court-ordered payments such as child support or alimony; and
- Payees located outside of the United States.

By furnishing us with the names of your Payees, account information and addresses, you give us authorization to follow the Payment instructions that you provide to us. When we receive Payment instructions for the current date or a future date, TSB will remit the funds to the Payee on your behalf from the funds in your designated Account; on the day you have instructed them to be sent ("Payment Date"). We are not obligated to pay funds from your Account if the available Account balance is insufficient to cover the Payment. Funds for bill payments paid electronically will be withdrawn from your account on the scheduled payment date. Funds for bill payments paid by check will be withdrawn from your account when the check clears your account.

We are not responsible if a Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee, or if you attempt to pay a Payee that is not on your Payee Accounts list.

### **Making / Scheduling Payments**

You may use the Bill Pay Service to authorize recurring payments or non-recurring payments. Recurring payments are payments that you schedule in advance to recur at substantially regular intervals in the same amount to the same Payee. Non-recurring Payments are a single, one-time Payment to a specified Payee.

Payments are processed Monday through Friday at 8:00 a.m. and 3:00 p.m. ET, except on Federal holidays. A single, one-time Payment submitted after the 3:00 p.m. processing deadline will be processed the next Business Day. If the payment day is a Saturday, Sunday, or Federal holiday, the Payment will be processed on the preceding Business Day if it is an automatic recurring Payment and the "Pay Before" option was selected or will be processed the first Business Day after scheduled payment day if the "Pay After" option was selected. If your frequency setting for recurring payment specifies the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> as the particular day of the month for processing and that day does not exist in the month the Payment is being processed, the last day of that month is used as the processing date.

The Payment method will be electronic if the Payee and the account information you enter matches with participant information for which iPay™ identifies for electronic payments. Otherwise, the Payment method will be by check for Payees that are not iPay™ participants and for which you have provided the mailing address for payment. The System will alert you to the method of payment method assigned. **Payment by check must be scheduled at least 7 to 10 Business Days prior to the due date for each Payment to allow adequate time for the Payment to reach the Payee. Electronic Payment must be scheduled at least 3 to 5 Business Days prior to the due date for each Payment to allow adequate time for the Payment to reach the Payee.** The due date is the date the Payee has designated for payment, and should not be adjusted for any grace period or late date accommodations the Payee may provide. We have no control over the processing times of the Payee; your Payments to the Payee will be subject to the number of days it takes for the Payee to process payments. The Bill Pay system will calculate the estimated arrival date of your Payment, but this is only an estimate. You are solely responsible for scheduling Payments with ample time to reach the Payee. We will not be liable for late fees or finance charges on Payments made through the Bill Pay Service. We will not be liable if any third party, through whom any Payment is made, fails to properly transmit the Payment to the intended Payee.

You agree to have available funds in the Account in amounts sufficient to pay for all Payments requested, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this BPAgreement. If you do not have sufficient funds in your Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such payment obligations on demand. Returned check fees are passed on to the Bank at \$10.00 per item and we may pass on these fees to our customers. You further agree that TSB, at our discretion, may charge any of your accounts with us to cover such payment obligations.

The system will allow consumers to make Payments to individual people electronically. While this provides convenience, it also adds a level of risk for loss of funds should you designate a Payment to someone you have never met or says this type of payment is the only form of payment they accept. You are solely responsible for payments to you make to people.

#### **Change or Delete Payments / Stop Payments**

An electronic or check Payment can be changed or deleted (cancelled) provided you do so within the Bill Pay system:

- prior to 8:00 a.m. ET for any Payments that have been previously scheduled by you for that Business Day;
- or prior to 3:00 p.m. ET for any Payments that have been scheduled after 8:00 a.m. ET but before 3:00 p.m. ET on the Business Day the Payment is scheduled to be processed.

Once the Payment is no longer showing in the scheduled payment section in the Bill Pay system, that Payment can no longer be edited or deleted.

You cannot do a stop payment for an electronic Payment that has processed or check Payment that has cleared your account. If a check Payment has not yet cleared your account, you may place a stop payment at one of our branch locations, by calling Operations at (865)453-7011, by calling (865)908-BANK (temporary stop payment) or in the Online Banking Service using the Stop Payment feature. If you call, we may also require you to put your request in writing and provide it to us within 14 days of your request. We shall not be liable for a check if the stop payment is not presented prior to the time the check has cleared. Stop payment charges will incur as disclosed in the current Fee Schedule for the applicable account.

#### **Use of eBill**

In the BPService, through Online Banking ONLY, eBill allows you to view detailed billing information, such as full pdf billing statements for eligible payees (payees that participate with eBill) that you would otherwise obtain directly from the payee's website. To enable eBill for a payee, you will have to provide the account information and Credentials for online access to your account for that payee. Requested information may include:

- Challenge responses
- Credentials
- PIN
- Account type

You will be required to read and accept the terms and conditions for use of eBill Connect for each payee you set up.

EBill includes, but is not limited to, viewing of statements and payment history details for eligible payees and setting up of alerts. You may also set up AutoPay recurring payments and schedule those payments based on a frequency you choose or when a new eBill arrives. AutoPay payments are not scheduled when a new eBill is received if the amount due:

- Is less than \$1.00.
- Exceeds your AutoPay threshold.
- Equals zero.
- Exceeds the Bill Pay Service payment amount limits.
- Is a duplicate of a scheduled payment to the same payee for the same amount within the configured time frame.

You agree that use of eBill is voluntary and Tennessee State Bank, in no event, shall be liable for damages, losses, liability costs and expenses arising out of your use of eBill.

#### **Liability**

You are solely responsible for controlling the safekeeping of and access to your Bill Pay information and Credentials. You are liable for all transactions you make, or that you authorize another person to make, even if that person exceeds his or her authority. If you want to terminate another person's authority, you must change your Password. It may also be necessary to revise the Account ownership and/or authorized signors on the account, as appropriate. In the event that you have experienced unauthorized access to Bill Pay, you must contact the Electronic Banking Department at (865)908-5779 or Operations at (865)453-7011, you may contact the Electronic Banking Department using the "Start a conversation" feature in the Electronic Banking Services, write to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or visit one of our branch locations to notify us of the unauthorized access, identify any Payments made or potential Payments scheduled, and change your Credentials.

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. We are not responsible for a Payment that is not made if you did not properly follow the instructions for making the Payment. We are not liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.

Due to factors beyond TSB's control such as the U.S. Mail and payment processing at the Payee, it is not guaranteed that a Payment will be posted on or by the due date established by the Payee. It is imperative to note that Payee grace periods are not taken into consideration, so adequate lead time prior to the payment due date should be allowed by you in scheduling the Payment.

We are not liable for late fees incurred by you for any reason, including but not limited to Payments that were not initiated in accordance with this BPAgreement or provided in other instructional materials regarding Bill Pay Services, such as the Help option or the Demo available in the Bill Pay system. In no event shall we be liable for damage due to our failure to complete an action or transaction.

We will not be liable for any special, indirect, consequential, incidental, or punitive losses, damages, or expenses in connection with this BPAgreement or the BPServices, even if we have knowledge of the possibility of them. We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

You acknowledge and agree that there are alternative methods for accessing the information and conducting the transactions provided by our BPServices, such as payment by check. In the event you experience problems accessing our BPServices, you agree to access information and conduct transaction by alternative methods. There may be other exceptions to our liability as stated in other Bank Documents you have been provided, which shall apply to this BPAgreement as if repeated herein word for word.

TSB is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their Access Devices using a reliable virus product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers or have your Access Device or Credentials compromised.

You agree to cooperate in any investigation of errors, issues, discrepancies, transactions, transmissions, and resolution of customer claims etc. by the Bank regarding any and all aspects of Electronic Banking Services or Electronic Services you utilize.

### **Inactivity**

If you do not access or use the Bill Pay Service for 45 days, you will receive an email advising you that there has been no activity recently. The Bill Pay Service will automatically deactivate when all the checking accounts you have designated have become inactive or closed. Additionally, your Electronic Banking Services must remain active in order to access the Bill Pay Service. Electronic Banking Services deactivates after 90 days of inactivity. If Electronic Banking Services deactivates, your Bill Pay Service will also be deactivated. TSB reserves the right to cancel your BPServices at any time without notice, at our sole discretion, with or without cause and for any reason by way of terminating your access to the BPService. If your BPService is cancelled, the bill payments you have scheduled will not be processed. TSB also reserves the right to deny any future requests for enrollment into BPServices, at our sole discretion, with or without cause and for any reason.

### **Support**

TSB has Support Staff available for the Bill Pay Service with the Chat Now link or you can call 1-844-599-6556. Support is available Monday-Friday 7:30 a.m. – 2:00 a.m. ET. The TSB Electronic Banking Department staff are also available by phone at (865)908-5779 during the hours of 8:00 a.m. - 5:00 p.m. ET – Monday thru Thursday or 8:00 a.m. - 6:00 p.m. ET on Friday, except Federal holidays. All support staff will be required to verify your identity before providing assistance with functionality, questions and concerns. Correspondence emails for bill payment coming from TSB OneClick™ or TSB Business BillPay-e™ will be delivered from the email address [support@billpayemail.com](mailto:support@billpayemail.com) or [billpaysupport@billpaysite.com](mailto:billpaysupport@billpaysite.com). To ensure delivery of emails, please add this email address to your safe senders list in your address book.

## Termination

TSB reserves the right to cancel your BPServices at any time without notice, at our sole discretion, with or without cause and for any reason by way of terminating your access to the BPService. If your BPService is cancelled, the bill payments you have scheduled will not be processed. TSB also reserves the right to deny any future requests for enrollment into BPServices, at our sole discretion, with or without cause and for any reason. If, for any reason, you should want to terminate your use of our Bill Pay Service, we recommend that you cancel all future Payments and transfers at the same time you terminate the BPService, either by deleting the Payments yourself or by contacting the Bank as stipulated below. We will delete all outstanding payments (both one-time and recurring), as part of your BPService termination.

We are not responsible for any Payment made before we have a reasonable opportunity to act on your termination notice. You remain obligated for any and all Payments made by us on your behalf through the Bill Pay Service.

Should you opt to discontinue any of the BPServices to which this BPAgreement pertains, contact the Electronic Banking Department at (865)908-5779 or you may use the "Start a conversation" feature in the Electronic Banking Services, or write to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or you may use the Chat Now link in the Bill Pay Service.

## Consent to Electronic Delivery of Notices

You agree that this BPAgreement and other associated Agreements, and as they may be amended from time to time, may be made electronically to you by presenting the Agreements to you for review and acknowledgment upon login into the EBServices, posting the Agreements to the EBServices, and/or at our option by email. You further agree to notify us immediately of any change to your contact information. You agree that posting or providing of this BPAgreement or any associated Agreements, and as they may be amended from time to time, shall constitute full notice to you.

## Agreement Assignment and Amendment

We may also assign or delegate certain of its rights and responsibilities under this BPAgreement to such third parties as we may elect upon notice to you whereupon we shall be released from any and all further liability or responsibility related thereto.

We reserve the right to amend or cancel any of the provisions of this BPAgreement, including changes to any fees, costs, or assessments. We may amend or cancel any provision or charge by disclosing the change electronically or in written form, and, at our discretion, by sending you notification. The BPAgreement will be updated on the effective date, unless immediate change is necessary to maintain the security of the BPService or unless a law, rule or regulation requires that it be updated at an earlier time. If such a change is made and it cannot be disclosed without jeopardizing the security of the system, the BPAgreement will be updated within thirty (30) days after the change. You will be notified as soon as possible when any changes are made which materially affect your rights. You may choose to accept or decline amendments, cancellations or changes by continuing or discontinuing the BPServices to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Your continued use of any BPService covered by this BPAgreement, constitutes agreement with any amendments made to the BPAgreement.

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iPay, iPay Consumer Bill Pay, iPay Business Bill Pay, OneClick and Business BillPay-e are trademarks of Jack Henry & Associates, Inc.

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## ACH Origination Agreement, Addendum to the Bill Pay Agreement ("ACHAddendum") -

This section is an agreement between TSB and any customer designating a Business (Commercial) checking account for use with the Bill Payment Service.

In this ACHAddendum:

"NACHA" means the National Automated Clearing House Association/The Electronic Payments Association.

"ACH" means Automated Clearing House, which is a network that coordinates electronic payments.

## ACH Rules

You agree to comply with and be bound by the ACH rules as administered by NACHA.

## Authorization

You authorize TSB to originate electronic (ACH) transactions on your behalf to the Payees you designate via the Bill Pay Service.

## U.S. Law

It shall be your sole responsibility that the origination of ACH transactions complies with U.S. law as stated in the NACHA rules. It shall also be your sole responsibility that the origination of ACH transactions complies with all applicable laws, regulations,

and orders, including, but not limited to, the sanctions laws, regulations and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, including the sending of restricted transactions. Restricted transactions include but are not limited to transactions defined as restricted with Regulation GG, such as illegal Internet gambling.

**Transaction Types**

Types of ACH entries (transactions) in the Bill Pay System are limited to PPD, CCD, WEB, and CIE.

**Termination**

TSB or you may terminate this BPAgreement with ACHAddendum at any time. TSB may execute termination of this BPAgreement with ACHAddendum upon notification to you and by deactivation of your Bill Pay Service. You may execute termination of this BPAgreement and ACHAddendum by contacting the Electronic Banking Department at (865)908-5779, writing to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or you may use the Chat Now link in the Bill Pay Service to request deactivation of your Bill Pay Service. Any breach of NACHA rules or U.S. law will result in termination or suspension of this BPAgreement, ACHAddendum and your Bill Pay Service upon notification to you. Any termination or suspension of this BPAgreement and ACHAddendum shall not affect any of your obligations with respect to Payments made via the Bill Pay System prior to such termination or suspension, or any other obligations that survive termination of this BPAgreement and ACHAddendum.

**Right to Audit**

You agree that we have the right to audit your compliance with this BPAgreement, ACHAddendum, NACHA rules and U.S. law.

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## ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT



For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Tennessee State Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Tennessee State Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below.

#### DEBIT CARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and NOW accounts, and savings and NOW accounts.
- You may make balance inquiries on your checking account(s), savings account(s), and NOW account(s).
- You may use your card at any merchant that accepts Visa® Debit Cards for the purchase of goods and services.
- PIN-LESS DEBIT TRANSACTIONS - Visa®. When you use your card on the Pulse network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa® and may post to your account as an ATM or Debit transaction rather than a Visa® purchase. The provisions of the Visa® cardholder agreement that relate only to Visa® transactions are not applicable to non-Visa® transactions.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

**CONTACTLESS CARDS.** TSB issues contactless cards for customer utilization. Contactless cards let you make purchases by tapping or holding your card over a payment terminal.

**TRANSACTION ROUTING.** Routing or processing of a transaction is determined by the merchant and their processor. We have no control over the merchant transaction routing, authorization amount or processing flow during the authorization process of a transaction.

**REVOCAION OF DEBIT CARD PRIVILEGES.** If your account remains overdrawn 45 consecutive days, your Debit Card privileges may be revoked. TSB reserves the right to revoke your Debit Card at any time without notice, at our sole discretion, with or without cause and for any reason. TSB reserves the right to deny any future requests for a Debit Card at our sole discretion, with or without cause and for any reason.

#### ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

You may access your Debit Card through the following network(s): Visa, Plus, or Pulse.

**ATM FEES.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**OTHER ATM SERVICES.** In addition, you may perform the following transactions: If the Debit Card is issued on a savings account only, it can only be used for services at the ATM.

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. You may use your debit card to purchase goods (in person, by phone, by web-enabled device), pay for services (in person, by phone, by web-enabled device) get cash from a merchant, if the merchant permits, or from participating financial institution, and do, anything that a participating merchant will accept. You may not exceed more than \$2,500.00 in transactions per day. NOTE: For security reasons, there may be additional limits on transactions.

We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available No Bounce Advantage limit. If we do, you agree to pay an amount equal to the overdrawn balance plus overdraft item fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

If the Debit Card is issued on a savings account only, it cannot be used to pay for purchases (Point of Sale transactions).

You can use your TSB debit card or TSB credit card for Bill Payment through Online Banking and the TNStateBank Mobile App.

#### **OTHER LIMITATIONS.**

The terms of your account(s) may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. Please refer to the Account Agreement for more information regarding transaction limitations.

**AUTHORIZATION HOLDS.** An authorization hold is a temporary hold that is placed on your account for certain debit card transactions. The amount of the authorization hold may be more than the amount of the transaction. Authorization holds are placed by merchants and their processors and are not set by us, however we must allow the authorization hold to remain for the amount the merchant authorized until the merchant's authorization expires. Your available balance will temporarily be reduced by the amount of the authorization hold. In the event an authorization hold causes your account to have an overdrawn available balance, we may, in our sole discretion, choose not to authorize the hold or subsequent transactions while your account has an overdrawn available balance. If you have No Bounce Advantage, please carefully and fully read your No Bounce Advantage disclosure for further information. You may be assessed an Overdraft Item Fee or Returned Item Fee for any items we choose at our discretion to pay or return.

**CURRENCY CONVERSION - Visa®.** When you use your card with the Visa® logo at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable transaction date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the transaction date may differ from the rate in effect on the central processing date or the posting date.

**IMPORTANT ADDITIONAL FEE NOTICE.** Visa® charges an International Service Assessment Fee on all international transactions. Therefore, you will be charged an International ATM/Debit Card Transaction Fee equal to 1.000% of the US dollar amount of the transaction for each international transaction completed with your Visa® card when the country of the merchant or machine is different than your country as cardholder.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING.** You may perform the following functions through use of Telephone Banking:

- You may initiate transfers of funds between your checking and savings account(s).
- You may make balance inquiries on your checking account(s) and savings account(s).

In addition, you may perform other transactions such as: accessing your account(s) by telephone at (865) 908-BANK (2265) or 1-(877)-908-4TSB (4872) by using a touch tone phone, your account numbers, Personal Identification Number (PIN) and last four digits of your social security number.

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s) and savings account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and savings account(s).

**SERVICES PROVIDED THROUGH USE OF ELECTRONIC BANKING SERVICES.** Tennessee State Bank offers its customers use of our Electronic Banking Services service.

You may perform the following functions through Online Banking or Mobile Banking via the TNStateBank Mobile App (collectively "Electronic Banking Services").

**Online and Mobile Banking (TNStateBank Mobile App):**

Access your account(s) by computer by going to [www.tnstatebank.com](http://www.tnstatebank.com), click on Login for Online Banking and enter your Electronic Banking Services Username and Password (login Credentials) or access your account(s) by web-enabled device by the TNStateBank Mobile App and using your Electronic Banking Services Username, Password and Passcode (login Credentials) to:

- Access 24 / 7 / 365
- View real time balances and activity and search transactions on your accounts
- View and print check and deposit images
- Transfer funds between TSB accounts
- Transfer funds between your TSB accounts and your accounts at other financial institutions 1
- Make regular and principal only payments to TSB loans
- Pay bills and your friends online and set up one-time or recurring payments using Bill Pay 1
- Deposit a check using Mobile Check Deposit (Mobile Banking only) 1
- Enroll in electronic delivery of Documents, including eStatements, and view and download up to 18 months of your bank statements and other Documents
- Download and export account information to various personal money management software programs on your computer
- "Start a conversation" with a member of our Electronic Banking Department during stated business hours
- Set up balance and transaction alerts for each accounts to be received by email, SMS text, or in-app message
- Place stop payments on checks (Online Banking only)
- Add a travel notice for your debit card (travel notices may not be effective until the next Business day)

Note: Line of credit draws via online or mobile banking are not allowed or available. If a user does not sign out of the App then only a passcode has to be entered. Third party message and data rates may apply; message and data use may count against wireless plan limits. Web access is needed to use this service. Check with your data provider for details on specific fees and charges.

1 Service available upon request or enrollment and approval.

**Savings Account Additional Fees:**

We will assess a Withdrawal Fee of \$1.00 for each withdrawal you make in excess of 4 each quarter on a Savings account regardless of how the transaction is conducted.

**REAL-TIME PAYMENT SERVICES PROVIDED THROUGH USE OF THE REAL-TIME PAYMENT (RTP®) NETWORK.** Tennessee State Bank is a receiver of Real-Time Payments.

**ELECTRONIC CHECK CONVERSION.** If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

### **LIMITATIONS ON TRANSACTIONS**

#### **TRANSACTION LIMITATIONS - DEBIT CARD.**

**CASH WITHDRAWAL LIMITATIONS.** You may withdraw up to \$500.00 through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS.** You may buy up to \$2,500.00 worth of goods or services in any one day through use of our Point of Sale service.

**TOTAL DAILY LIMITS.** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$3,000.00 in any one day.

**OTHER WITHDRAWAL LIMITATIONS.** Bill Pay Service available through Online Banking and the TNStateBank Mobile App. There are per payment dollar limits for check and electronic payments made to a company or a person. Refer to the Bill Pay Agreement for transaction limitations. Debit Cards used as a payment option in the Bill Pay Service are subject to daily Point of Sale limitations.

Mobile Check Deposit available through the TNStateBank Mobile App. There are daily/monthly check limits and daily/monthly deposit amount limits that apply. Refer to the Mobile Check Deposit Addendum to the Electronic Banking Agreement for Deposit limitations.

For security reasons there may be additional limits on transactions.

#### **OTHER LIMITATIONS.**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.
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### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**OTHER RIGHTS TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.** You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- you can call us at (865)453-7011 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Tennessee State Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by visiting any branch. You may also change your PIN by calling (800) 631-3197.

#### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (865) 453-7011 or (865) 453-0873 (Monday - Thursday 8:00 am - 5:00 pm (ET) and Friday 8:00 pm - 6:00 pm (ET), excluding Federal holidays)

or

write to: Tennessee State Bank  
Attn: Deposit Services  
PO Box 1260  
Pigeon Forge, TN 37868-1260

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company ten (10) days before each payment, when it will be made and how much it will be.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (865)429-2273 (Monday - Thursday 8:00 am - 5:00 pm (ET) and Friday 8:00 am - 6:00 pm (ET), excluding Federal holidays)

or

write to: Tennessee State Bank  
Attn: Card Services  
PO Box 1260  
Pigeon Forge, TN 37868-1260

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions to the amounts described under "Consumer Liability" above if we reasonably determine, based on substantial evidence, that you were negligent or fraudulent in the handling of your account or your card with the Visa® logo, you were proven to have participated in the transaction, or both. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

**ILLEGAL USE OF DEBIT CARD.** You agree not to use your Debit Card for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (865)453-0873

or

write to: Tennessee State Bank  
Attn: Deposit Services  
PO Box 1260  
Pigeon Forge, TN 37868

or

email us at: [webmaster@tnstatebank.com](mailto:webmaster@tnstatebank.com)

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Tennessee State Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes 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. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Debit Card use within five (5) business days of notification of the loss, unless we determine that additional investigation is warranted and allowed by applicable laws or regulations.

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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

#### **CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

**PER TRANSACTION CHARGE.** We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable Fee Schedule to determine the applicable amount.

**FEES.** You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Fee Schedule, which is hereby incorporated into this document.

**FEE SCHEDULE.** The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Tennessee State Bank upon request.

**PREAUTHORIZED TRANSACTIONS.** There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our Fee Schedule, which is incorporated into this document by reference.

**ADDITIONAL FEES.** We charge an ATM Withdrawal Fee or Transfer Fee of \$1.00 for each ATM withdrawal or transfer at ATMs not owned by Tennessee State Bank. We charge a Stop Payment fee of \$33.00 per stop payment request.

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Tennessee State Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it will cause you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the

right to terminate this agreement at any time. If we make such a change permanent and disclosure would not jeopardize the security of the account or system, we shall notify you in writing on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

## ADDITIONAL PROVISIONS

Your account is also governed by the terms and conditions of other applicable agreements between you and Tennessee State Bank.

Please refer to the Tennessee State Bank Debit Card Agreement and Disclosure Statement and the Tennessee State Bank Electronic Banking Agreement, Mobile Check Deposit Addendum, and Bill Pay Agreement.

**CONTACT INFORMATION.** It is important to maintain current contact information so that we may contact you regarding your account(s). Contact information includes a valid email address, current address and current phone number(s). You may update your contact information by contacting Electronic Banking at (865)908-5779 or Deposit Operations at (865)453-7011, by writing to us at Electronic Banking Department, Tennessee State Bank, PO Box 1260, Pigeon Forge, TN 37868 or by visiting one of our branch locations. You may also update your contact information using the Settings > Profile feature in the Electronic Banking Services.

**TELEPHONE, TEXT, AND EMAIL ALERTS.** Third party message and data rates apply: message and data use may count against wireless plan limits. We may contact you by telephone (landline or cellular), by text messaging or by email in order to alert you to events that may affect your account: suspected fraud, suspicious activity, or identity theft and security data breaches. To help mitigate harm associated with these types of events, it is important to keep us informed of your current contact information.

**FRAUD DETECTION AND DETERRENCE.** If you authorize a transaction as legitimate through TSB FraudWatch by verbal authorization to a TSB FraudWatch representative, by responding "Yes" to a TSB FraudWatch text alert; or by choosing "Accept" through the TSB FraudWatch mobile app; you will be responsible for the authorized transaction and required to pay the authorized transaction.

If you willingly participate in any scheme that includes the authorized purchase of gift cards or other stored value cards; money transfers via any money transfer system; creation of a payment through a mobile wallet; or any other similar payment mechanism; you will be responsible for the authorized transaction and required to pay the authorized transaction.

**PERSON-TO-PERSON (P2P) PAYMENT SERVICES.** Person-to-person "P2P" payments may be established through Tennessee State Bank's online banking account portal or mobile application through our bill payment services. Bill pay is subject to account approval. P2P payments can be sent to another person by check or sent electronically. Any P2P payment that meets the definition of an Electronic Funds Transfer (EFT) payment that is created through the bank's online or mobile application is covered by EFTA and Regulation E.

Person-to-person or "P2P" payments allow a consumer to send money to another person without needing to write a check, swipe a physical card, or exchange cash. Depending on the payment provider, a P2P payment can be initiated from a consumer's online bank account portal, prepaid account portal, or mobile application. Any P2P payment that meets the definition of EFT is covered by EFTA and Regulation E. If you establish an online account for P2P payment services with a third party (such as Zelle®, Venmo, PayPal, Cash App, or similar third parties) and designate one or more payment sources (such as your Tennessee State Bank checking account, savings account or debit card), to fund the account at the third party, be aware that consumer protections, error resolution rights, and liability limitations Tennessee State Bank provides for your accounts with us will not be offered. Any transactions executed through a third party P2P service and account are governed by the service's user agreement. If the payment comes from funds you have on hold (or on hand) in an account with the payment service provider, you will have to rely on the service's own policies or any state laws applicable to money transfers for error or dispute resolution. You will not be able to claim these types of transactions as unauthorized transactions on your Tennessee State Bank accounts.

**PHONES AND OTHER DEVICES AS ACCESS DEVICES.** If you utilize your phone as an access device to execute payment to merchants or others directly through Point of Sale or indirectly through other means or for any transfer of funds from your accounts with us, you must safeguard your phone to the same degree that you must safeguard your card, PIN, and passwords. The security of your account may depend on you maintaining possession of your phone and making sure that all websites and apps, including but not limited to, those for money transfers, mobile wallet, TSB's Online Banking, Mobile Banking via the TNStateBank Mobile App and TSB's Bill Pay Service and other payment mechanisms are closed and appropriately safeguarded to the extent permitted by the websites, apps and your device. You are responsible for reporting any loss of a device utilized for these purposes in accordance with instructions in the section YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.