

Revised: 09/01/2015

TENNESSEE STATE BANK

NETTELLER ONLINE BANKING AGREEMENT

This Tennessee State Bank NetTeller Online Banking Consumer Agreement and Disclosure ("Agreement") explains the terms and conditions governing basic online banking services and bill payment services offered by Tennessee State Bank (the "Financial Institution") (collectively "Online Banking Services" or "Services"). By your use or by you permitting another person to use any of our Online Banking Services, you agree to abide by the terms and conditions of this or any subsequent Agreement, as modified from time to time.

You understand that you are receiving the TSB NetTeller Online Banking Agreement electronically but should retain a copy for your records. You have the option to print or save a copy of the agreement but if you wish to receive a paper copy you can contact us by phone at (865) 908-5779 or by writing to us at Electronic Banking Department, Tennessee State Bank, P.O. Box 1260, Pigeon Forge, TN 37868.

You also understand that by pressing the "I agree" button you are in agreement with the terms and conditions of TSB NetTeller Online Banking. In order to confirm your consent to the electronic delivery of this document and to confirm that you are able to view and print or maintain a copy, please include the password "**BANK**" on the online application.

Your Online Banking Services and each of your accounts are also governed by the applicable Disclosures, Rates, and Fee Schedules (collectively, *Bank Documents*) provided by the Financial Institution in your new account packet as each may be modified from time to time. You must also follow all of our instructions and procedures applicable to our Services covered by this Agreement.

DEFINITIONS:

The terms "Tennessee State Bank", "we", "us", "our", "TSB", "Financial Institution", "Bank" and "bank" refer to Tennessee State Bank. The terms "you" and "your" refer to each person who enrolls for Services and has been given a NetTeller ID. The term "Bank Documents" shall mean all applicable account agreements such as signature card contracts and loan documents, Disclosures, Rates, and Fee Schedules provided by the Financial Institution in your new account packet as each may be modified from time to time. The term "Business Days" means Monday through Friday, excluding Saturday, Sunday, and federal bank holidays. The "Time-of-day" references when using our Services are to Eastern Time. The terms "NetTeller Identification Number and/or NetTeller Password", are codes created to access our Services that we establish or approve. "NetTeller" is the name of our Online Banking Service. The term "Online Banking Services" or "Services" means our services that allow you to obtain account information, transfer funds, make payments including our Bill Payment Services, access accounts, and perform other transactions over the Internet by use of an internet access device and a NetTeller Online Banking Identification Number and NetTeller Password. The term "Bill Payment" means our Online Bill Payment Service that allows you to direct payments from your designated Bill Payment Checking Account to third parties you wish to pay. The term "Agent" means the third party vendor that will be performing the Bill Payment instructions that you provide. The term "Electronic Funds Transfer" means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit an account. The term "Consumer" means a natural person. The term "Account" means a consumer account opened by a natural person primarily for personal, family, or household purposes. The terms "Initiate" or "Initiated" mean the process in which Tennessee State Bank first notifies the Agent of an action or transaction authorized by you and does not mean the actual payment of a bill to a payee. The terms "Tennessee State Bank Website" and "Website" mean the Tennessee State Bank website through which you can access our Services. An account in "Good Standing" means an account where no collection action has been required, overdrafts or Bounce 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.

ACCEPTANCE OF TERMS:

GENERAL AGREEMENT BY USE: Your initial use and continued use of our Services constitutes your acceptance and agreement to be bound by all the terms and conditions of this Agreement and by the Bank Documents, as modified from time to time, and acknowledges your receipt and understanding of this and any subsequent Agreement delivered to you as set forth in this Agreement.

You agree to provide true, accurate, current and complete personal information and maintain and promptly update your personal information to keep it true, accurate, current and complete by either choosing the Online Banking Access tab on the Website (www.tnstatebank.com) or by making changes in writing at any Tennessee State Bank office. If we have

reasonable grounds to suspect your personal information is not true, accurate, current, and complete, we have the right to suspend, terminate or refuse your current or future use of the Services.

ONLINE BANKING ACCOUNT REQUIREMENTS: You must have at least one eligible deposit, credit, or other approved account type with us to utilize the Services. You may not designate any account that requires more than one signature for withdrawals. All of your accounts with us must be in good standing. All accounts designated for access must belong to the same individuals. We reserve the right to grant or not grant access to the account or accounts you have requested. You must have an Internet Access Device with service through an Internet service provider, a NetTeller Online Banking Identification Number and NetTeller Password. Your use of the Services described in this Agreement may also be affected by the agreements between us for your deposit, credit card, loan and other linked accounts. When you link an account to these Services, you do not change the agreements you already have with us for that account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions, which might impact your accounts when you use these Services.

You may use Online Banking Services to:

- View real time account balances and transactions on TSB accounts
- View and print check and deposit images
- Transfer funds between TSB accounts
- Pay TSB Loan payments
- Place stop payments
- Pay bills online - set up one-time or recurring payments
- Order Checks
- Access up to 6 months of previous monthly statements

Download and export account information to various personal money management software programs on your computer (if the customer is set up for eStatements, the statements will be available for 18 months through the eStatements tab)

- Contact our Electronic Banking Department through "secure" email
- Sign up for Mobile Banking or E-Statements
- Set up personal account alerts to be received by email or through NetTeller online banking

Transfers from any Money Market or Savings accounts you designate for use with our Services may be limited by the *Truth in Savings Disclosure* and the *Transaction Limitations*, both of which you received in your new account packet when you opened your account with us. You may want to choose an account other than a Money Market or Savings account for making transfers. Please refer to these documents for the limitations.

BILL PAYMENT:

For Bill Payment, you must have a TSB account that will be designated as the account from which bill payments will be made. You are liable for all transactions that you, or if you are using a joint Bill Payment account, any of you, make or authorize, even if the transaction you authorize exceeds your authority. In order to use our Bill Payment Services, you must provide: (a) the specific TSB account(s) from which the payments are to be made; (b) the complete name of the payee; (c) the account number; (d) the payee's remittance address (all exactly as shown on the billing statement or invoice); (e) the amount of the payment; and (f) the date you want the payment to be initiated from your account. Failure to provide this information accurately, shall release Tennessee State Bank from any liability resulting from a payment not being made. If the date you want the payment to be initiated from your account is not a business day, the payment will be drawn the next business day before 1:00 p.m. (ET). By the use of our Bill Payment Services, you agree that, based upon instructions received under your NetTeller ID, we can charge your designated account by (a) electronic transfer, (b) "no signature required draft," or (c) by debiting and remitting funds on your behalf. You also agree that charges for our Services including Bill Payment Services will be charged to the account you have designated for the Bill Payment Services. We reserve the right to refuse to process any action or transaction authorized by you. If we refuse to process any action or transaction authorized by you, we will notify you promptly. We will not be liable for any action or transaction not processed, through no fault of ours, (a) if you do not have sufficient funds in the account from which a payment or

transfer is to be made, (b) if the account has been closed, (c) if the account is not in Good Standing, or (d) if we reverse an action or transaction because of insufficient funds. Further, we will not be liable (a) if the action or transaction you authorized would cause your account to exceed any credit limit assigned to that account or (b) if circumstances or persons beyond our or our agent's control prevent, delay, intercept, or alter the processing of an action or transaction, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, (a) equipment failure, (b) telecommunications failure or interruptions, (c) labor disputes, (d) delays caused by payees, (e) interruption of service by payment networks, (f) wartime, (g) acts of terrorism, (h) fire, (i) floods, and (j) other disasters.

You may use the Bill Payment service, if you have elected to do so, to make one-time or recurring payments online from your linked, designated account to payees you select.

BILL PAYMENT RESTRICTIONS:

The payment of bills and transfer of funds must be payable in U.S. dollars to a payee located in the United States. You may not use our Bill Payment Services (a) to pay any Government agencies, (b) to pay for securities purchases, (c) to make tax payments, or (d) to pay court ordered payments. If you authorize an action or transaction with any restricted payees, we will not be responsible for any consequences to you for the failure to process said action or transaction. We reserve the right to further restrict types of payees to whom payments may be made. Authorized bill payment transactions may only be made from checking accounts.

Payments from your Bill Payment Services' accounts are limited to \$9,999.99 per payment. Actions or transactions can be entered, edited, or deleted before 1:00 p.m. (ET) on the date the payment is scheduled to be initiated from your account. Please note, that once payments are initiated, they will not be immediately received by the payee. You must authorize actions or transactions to be initiated (a) for payments by check, no later than **7 - 10 business days** prior to the payee's due date, and (b) for electronic payments, no later than **3 - 5 business days** prior to the payee's due date. When you enter an authorization for the payment of a bill, the Bill Payment Services program will inform you whether this payment will be made electronically or by check. Please allow ample processing time for each action or transaction you authorize. We will not be responsible for any consequences to you for the failure to timely process said action or transaction.

CONSENT TO ELECTRONIC DELIVERY OF NOTICES:

You agree that any notice, account alerts you subscribe to or any other type of communication provided to you pursuant to the terms of this Agreement, may be made electronically by posting the notice on the Website or, at our option, by e-mail to the e-mail address provided to us by you. You further agree to notify us immediately of any change in your e-mail address. You agree that the posting of any notice or any other type of communication required by this Agreement on the Website shall constitute full notice to you. You agree to review the Website on a regular basis for the purpose of reading any such notice.

You understand and agree that when you apply for our Services, (a) by pressing the accept button online, (b) by written application for Services individually, (c) by subscribing for Services when opening or modifying an account and evidencing such agreement by signing the account contract or (d) by initial and continued use of our Services, you agree to the terms and conditions of this Agreement and acknowledge the electronic receipt of this Agreement and you agree to accept any subsequent communications from us electronically. You understand that any document submitted to you electronically can be provided to you in writing upon your request. There is no fee for providing you a copy of this Agreement or other electronic communications in written form. As stated hereinabove, we reserve the right to provide all communications with you electronically or in written form, at our sole election. It is important that you retain a copy of this Agreement and any other communications from us for your records. You should print any electronic communications that are important to you or maintain a copy in the electronic format of your choice. Further, you should print and keep copies of any confirmations of Bill Payment Services.

YOUR CONDUCT:

You agree not to:

1. Impersonate any person or entity;
2. "Upload", "post", "e-mail", 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 Services;
3. "Spam" or "flood" the Website or the Services;

4. Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Website; the Services; or the software used in connection with the Website or Services;
5. Remove any copyright, trademark or other notices regarding proprietary rights contained in the Website or the Services;
6. "Frame" or "mirror" any part of the website or the Services without our written permission;
7. 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 Services or its contents;
8. Otherwise interfere with or disrupt, the website, the Services, servers or networks connected to the website or the Services or violate this Agreement or any requirements, procedures, policies or regulations of the website or the Services or of any networks connected to the website or the Services;
9. Intentionally or unintentionally violate any applicable local, state, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation or any rule or requirement established by applicable entities having jurisdiction over the website or our Services in connection with your use of the website or our Services.

TSB NETTELLER ONLINE BANKING CUTOFF TIMES:

Our Services are generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Actions or transactions initiated through our Services after 5:00 p.m. (ET) on a business day, or anytime on a Saturday, Sunday, or a banking holiday will be processed on the next business day. The ACH Services cut-off time is 2:00 p.m. (ET).

SYSTEM AVAILABILITY:

We may periodically perform maintenance on our equipment or system that may result in a temporary interruption of service. We may also change the scope of our services 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.

FEES:

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

Once you are an enrolled user of our Services, you agree to the terms and conditions of this Agreement including any schedule of charges that may be imposed by our Agent. You authorize us to automatically debit these fees from your designated Bill Payment Services account(s). We reserve the right to waive any and all fees for promotional purposes at our discretion. Further, we reserve the right to adjust all fees at our sole discretion, upon 30 days' notice to you.

You may also be charged return item fees, if there are insufficient funds in your Bill Payment Services account(s), whether "Bounce Protection" is utilized or not. You may also be charged stop payment fees for any stop payment originated through our Services. You may also be charged penalty fees for any excessive transactions on Money Market or Savings accounts, pursuant to your account agreements. You may be charged overdraft item fees for any paper item presented and paid on your behalf as a result of an action or transaction using our Bill Payment Services, if said action or transaction is presented against an account containing insufficient funds. You may also be charged an overdraft item fee if the overdraft is created by in-person withdrawal, ATM withdrawal, the return of items deposited unpaid, the deposit of items not immediately available, or other electronic transactions such as POS, Online Banking transfer or Bill Payment transactions. Refer to the current Fee Schedule for the amounts of these charges and other fees that may apply.

AUTHORIZED USE:

Our Services 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.

YOUR LIABILITY AND SECURITY:

The Bank is entitled to act on instructions received through our Services under your NetTeller ID without any additional authentication of the identity of the person using the password. When you give someone your NetTeller ID /Password you are authorizing that person to use your service and you are responsible for all transactions that person performs using

your service. 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. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. You understand and agree that anyone using the NetTeller ID & password you have chosen has the ability to (a) access your account information, (b) make funds transfers, (c) pay bills, (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 NetTeller ID 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 NetTeller Password periodically.

You hereby release the Bank from any and all liability arising from the use of our Services 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 NetTeller ID & password 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 the 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 Services. For your protection do not, under any circumstances, disclose your NetTeller ID or password by telephone, online or other means to any one claiming to represent the Bank; the Bank's employees do not need and should not ask for your NetTeller credentials. 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. You cannot limit a person's authority. You must notify the Bank that your NetTeller ID or password has been lost, stolen, or otherwise compromised 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 NetTeller ID/Passwords in order to preserve your rights. We reserve the right to block services, if we reasonably believe that the confidentiality of your NetTeller ID 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 Services. A browser that supports 128-bit encryption 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 Services. You should also have a personal computer, operating system and telecommunications connections to the Internet capable of supporting the foregoing and sufficient electronic storage capacity on your computer's hard drive or other data storage unit. You should also have e-mail software and a printer that is capable of printing from your browser. For your protection, sign off after every TSB NetTeller Online Banking session and close your browser to ensure confidentiality.

PRIVACY:

Our Privacy Policy was provided to you at your account opening with the Bank Documents you received at that time. Our Privacy Policy also applies to our Services. Our Privacy Policy is also available online at www.tnstatebank.com. You understand that in requesting Services and agreeing to the terms and conditions of this Agreement, you are authorizing us to provide your personal information to our Agent performing bill payment services 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.

TIMING REQUIREMENTS FOR TIMELY BILL PAYMENT:

If the payee is to be paid by paper check, you understand and agree that paper checks are mailed to the payee and the payee may not receive payment until 7 to 10 business days after the payment is initiated. Your account is debited when the check is presented to TSB for payment. If the payee is to be paid electronically, you understand and agree that the payee may not receive the payment until 3 to 5 business days after the date the payment is initiated from your account.

You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

STOP PAYMENTS--CANCELING A BILL PAYMENT:

To cancel a bill payment that you have scheduled through Online Banking, you must cancel the payment online, via Services before 1:00 p.m. (ET) on the date the payment is scheduled to be initiated from your account.

STOP PAYMENTS—CANCELING PAPER CHECKS (NOT BILL PAYMENT):

You may initiate stop-payment requests online via the Services only for paper checks you have written (not electronically) on your Tennessee State Bank accounts (not items paid via Bill Payment paper drafts). 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. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online, the use of your NetTeller ID has the same effect as if given in writing. You will incur stop payment charges as disclosed in the current Fee Schedule for the applicable account.

STOP PAYMENTS—RECURRING TRANSFERS:

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 865-908-5779 or write us at P.O. Box 1260, Pigeon Forge, TN 37868, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and provide it to us within 14 days after you call.

LIABILITY FOR FAILURE TO STOP PAYMENT OF PREAUTHORIZED TRANSFER:

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so we will be liable for your losses or damages.

RECURRING TRANSFERS-NOTICE OF VARYING AMOUNTS: If these regular payments vary in amount, the payee will tell you, 10 days before each payment, when it will be made and how much it will be.

AUTOMATED CLEARINGHOUSE SYSTEM "ACH":

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.

LOST OR STOLEN NETTELLER ID/PASSWORDS:

If your NetTeller ID/Password have been lost or stolen, or you believe an unauthorized person is accessing your accounts, call us immediately at 865-908-5779. Telephoning us immediately is the best way to minimizing your possible losses. PLEASE NOTE-You could lose all the money in your account plus your maximum overdraft line of credit or No Bounce Advantage limit.

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 Services or your NetTeller ID/Password. 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 Services or your NetTeller ID/Password and we can prove that we could have stopped the unauthorized use had we been properly notified.

Also, if your statement shows actions or transactions that you did not authorize, contact us immediately. If you do not contact us within 60 days after the statement was mailed to you, you may not receive a refund for any loss after the 60 days, 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, mail us at P.O. Box 1260, Attn: Electronic Banking Dept., Pigeon Forge, TN 37868-1260.
- By phone, call us at 865-908-5779. 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, E-mail address;
- A brief explanation of what you believe is in error, or what you need more information about;
- The date, dollar amount, account number; and
- If the transaction in question involves Bill Pay Services, the payee name, and confirmation number.

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 10 business days after we hear from you. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

MODIFICATION OF TERMS:

The Bank has the right to modify or terminate this Agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Services transfers, such as Bill Payments will be made, including but not limited to any payments or transfers scheduled in advance or any preauthorized recurring payments or transfers. If we modify this Agreement, your continued use of our Services will constitute your acceptance of such changes in each instance.

BANK LIABILITY:

Tennessee State Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their equipment and accessories 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.

Our liability to reimburse payee-imposed late fees, provided the payment was scheduled and made in accordance with outlined requirements, shall not exceed \$50. We may, at our sole option, attempt on your behalf to have a late fee reversed or waived. We will not be liable for late fees incurred by you for any payments that were not initiated following the instructions defined in this Agreement or provided in other instructional materials regarding our Services. In no event shall we be liable for damage that exceeds your actual loss due to our failure to complete an action or transaction, and we shall not be liable for any indirect, incidental, or consequential damages. We shall not be liable for any losses resulting from circumstances over which we have no direct control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephones, or other connection problems, operator errors, log-in sequences, severe weather, earthquakes, floods, and other such events. You acknowledge and agree that there are alternative methods for accessing the information and conducting the transactions provided by our Services, such as payment by check. In the event you experience problems accessing our Services, 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 Agreement as if repeated herein word for word.

PERIODIC STATEMENTS:

You will receive periodic statements, either electronic or paper for your account(s). Your statements will reflect any actions or transactions you have authorized, and the associated fees, using our Services.

SERVICE TERMINATION:

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

- Write to us at P.O. Box 1260 , Attn: Electronic Banking Dept. , Pigeon Forge , TN 37868-1260 , or
- E-mail us at webmaster@tnstatebank.com

If you terminate this Agreement, 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, bill 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 on your NetTeller ID. If you do not "sign on" to our Services nor have any actions or transactions scheduled through our Services for any consecutive two hundred eighty (280) day period, your Services will be terminated for inactivity. You must contact the Electronic Banking Department at (865) 908-5779 to have your TSB NetTeller Online Banking reactivated before you will be able to use it again.

INVALIDITY OF PROVISIONS AND JURISDICTION:

If any provisions of the Agreement are held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired. This Agreement shall be governed by and interpreted under the laws of the State of Tennessee and applicable Federal Laws. Any dispute arising out of this Agreement shall be heard by a court of competent jurisdiction in Sevier County, Tennessee. In the event of litigation, you 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 are of sufficient legal age and capacity to use our Services and that you have the legal capacity to create binding and legal obligations for any liability you may incur as the result of use of our Online Banking Service. Except as otherwise provided by Applicable Law, in this Agreement, or in the Bank Documents, you understand that you are financially responsible for all uses of our Services.

AMENDMENTS:

We may amend this Agreement by giving notice to you at least 30 days prior to the effective date of the amendment, 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 sending notice via first-class mail or electronic mail at the address in our records;
- By placing a statement message on your statement for any of your account(s), or
- By posting a notice on our Internet site.

You will be deemed to have received any notice by electronic mail or by posting said notice on our Website immediately. You will be deemed to have received any notice sent via the United States Postal Service within 5 calendar days of its mailing. Your continued use of our Services shall be your agreement to all amendment(s).

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

This Agreement is the entire agreement between you and Tennessee State Bank pertaining to our Services, and supersedes any marketing or other materials delivered to you in writing, verbally, or obtained at our Internet site.

DISCLAIMER OF WARRANTIES:

You expressly agree and understand that our Online Banking Service, TSB NetTeller Online Banking is 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 SERVICES 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 Services, you acknowledge and agree that you have read and understood all of the terms and conditions contained in this Agreement and the Bank Documents.