



SEVIER COUNTY BANK ONLINE BANKING MEMBER AGREEMENT

*Sevier County Bank ("SCB") will offer applicant ("Customer") certain Online Banking Services through an Internet-based program for banking and information services. SCB has entered into an agreement with Jack Henry & Associates ("Licensor"), pursuant to which Licensor will furnish, support and service the Internet based Banking Product ("Product") used by **SCBanking Online**.*

This Agreement, ("Agreement") which includes the Consumer and Sole Proprietor Online Banking Application, is a contract which establishes the rules governing electronic access to Customer's Account ("Account(s)") at SCB through **SCBanking Online**. By using **SCBanking Online**, Customer accepts all the terms and conditions of this Agreement. This agreement and the rules established therein also apply to all business customers, including sole proprietorships, partnerships, and corporations. ***Please read it carefully and print a copy for your records. Please adjust your printer settings to "landscape" to print complete document correctly.***

The terms and conditions of the deposit agreements and disclosures for each of the Customer's accounts, as well as Customer's other agreements with SCB, such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

This Agreement is also subject to applicable federal laws and the laws of the State of Tennessee (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver, expressed or implied, by either party of any default or breach of the Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. Customer may not assign this Agreement. This Agreement is binding upon Customer and SCB's successors and assigns. Certain obligations of the parties pursuant to this Agreement shall survive termination, cancellation or expiration of this Agreement. This Agreement together with the Consumer and Sole Proprietor Online Banking Application, constitutes the entire agreement between Customer and SCB with respect to the subject matter hereof and there are no understandings relative hereto which are not fully expressed herein.

Confidential Information

The source code, listings and any accompanying support materials and documentation supplied under the Agreement, as well as the ideas and concepts incorporated in such items, are confidential to and trade secrets of SCB and Licensor ("Confidential Information"). Customer agrees to provide Confidential Information only to those who are required to know of its existence. Customer further agrees to take all other actions necessary or appropriate to preserve the confidentiality of the Confidential Information and to protect and secure **SCBanking Online** in a manner consistent with SCB's and Licensor's rights. Except as specifically provided in the Agreement, Customer shall not publish, disclose, display or otherwise make available any Confidential Information without the advance written consent of SCB and Licensor. The provisions of this section will survive the termination of the Agreement.

Exclusivity

Customer agrees that **SCB**anking Online is proprietary with respect to SCB and Licensor and that Customer will not, under any circumstance, transmit a transaction via **SCB**anking Online to any financial institution or other entity other than SCB for processing. Customer agrees that any breach of this covenant will constitute an immediate and material breach of this Agreement. Customer further agrees to indemnify and hold harmless SCB from any and all liabilities, claims and damages resulting from Customer's breach of this section.

SCB Online Access Requirements

To use **SCB**anking Online, Customer must have at least one account at SCB, an e-mail address with an Internet Service Provider (ISP), access to Internet service and the appropriate hardware/software systems. Customer must first complete an application. An application may be printed through our website or received at any of our six, convenient locations. Customer may return the completed application in person, by postal mail, or by fax at the following address or fax number:

Sevier County Bank, P.O. Box 5288, Sevierville, TN 37864-5288

Or

Fax: (865)429-1314

Customer must indicate on the application the preferred option of notification of login information, via e-mail or postal mail. Customer agrees to accept all responsibility with the chosen method of receipt of Login I.D. and password information. Once SCB has received Customer's electronic Consumer and Sole Proprietor Online Banking Application, has verified account information and Customer signature with the signature card on file, SCB will send the necessary information for Customer to access Customers' accounts through **SCB**anking Online. SCB will confirm Customer's e-mail address provided by Customer to SCB by forwarding an e-mail with the reference "confirmation" and instructions for Customer to acknowledge the receipt of the e-mail by replying to SCB. If Customer's e-mail address changes, SCB must be notified within a reasonable period of time of the change. If SCB is not notified of any changes in the e-mail, and if Customer has chosen to receive Login information via e-mail, SCB will send a second notification that will contain the assigned Login I.D. and password information to initially access the program within 3-5 business days. Customer assumes all responsibility if e-mail address is a "shared" address and acknowledges that some confidential information may or will be shared. If customer has chosen to receive the information via postal mail, SCB will mail Login I.D. and password information only to account holder's address per our records within 7-10 business days.

SCBanking Online can be used to access only SCB accounts to which Customer has signature authority. Accounts can be added or deleted from the Consumer and Sole Proprietor Online Banking Application by contacting SCB. Access can be added or deleted from the Consumer and Sole Proprietor Online Banking Application by contacting SCB. Access to Customer's accounts through **SCB**anking Online will be based upon the identification of SCB's records of the accounts specified in the Consumer and Sole Proprietor Online Banking Application. SCB undertakes no obligation to monitor transactions via **SCB**anking Online to determine that they are made on behalf of the account holder.

Hours of Access

SCBanking Online can be accessed seven days a week, twenty-four hours a day, although some or all **SCB**anking Online services may occasionally not be available due to emergency, technical difficulties or scheduled system maintenance. *Due to daily processing, **SCB**anking Online will not be available Monday - Thursday, 5:00 p.m. through 6:00 p.m. and on Fridays, 6:00 p.m. through 7:00 p.m.*

Security

Customer understands the important role in preventing misuse of accounts through **SCBanking** Online and agrees to promptly examine the periodic paper statement for each Account as soon as it is received. Customer agrees to protect the confidentiality of accounts and account number and personal identification information by itself, such as driver's license number and social security number. Customer understands that personal identification information by itself, or together with information related to accounts, may allow unauthorized access to Customer's account. Customer's Password and Login ID are intended to provide security against unauthorized entry and access to Customer's accounts.

Data transferred via **SCBanking** Online is encrypted in an effort to provide transmission security and **SCBanking** Online utilizes identification technology to verify that the sender and receiver of **SCBanking** Online transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the **SCBanking** Online system is secure, Customer acknowledges that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. SCB cannot and does not warrant that all data transfers utilizing **SCBanking** Online, or e-mail transmitted to and from SCB will not be monitored or read by others.

SCB or its legal representatives will never ask Customer for their Password through e-mail, postal mail or phone call. Any such requests should be subject to immediate suspect or wrongful intent by the requestor and promptly reported to SCB.

Customer Password (PIN)

For security purposes, Customer is required to change the Password (PIN) upon initial login to **SCBanking** Online. Customer determines what Password (PIN) will be used and the identity of that Password (PIN) is not communicated to SCB. Customer agrees that SCB is authorized to act on instructions received under Customer's Password (PIN). Customer accepts responsibility for the confidentiality and security of the Password (PIN) and agrees to change the Password (PIN) regularly, or as required by SCB. Upon three unsuccessful attempts to use Customer's Password (PIN), access to **SCBanking** Online will be denied. To re-establish authorization to use **SCBanking** Online, Customer must contact SCB at (865) 453-6101.

SCB recommends that Customer create a Password (PIN) that utilizes both upper and lower case alpha and numeric characters for purposes of security. Customer's Password (PIN) should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children or other easily identifiable dictionary terms and should be memorized rather than written down.

The Customer's Password (PIN) must be 4 – 8 characters in length. Please remember that Passwords (PINs) are case sensitive. Customer will be prompted to change password every 90 days.

Change in Terms

SCB may change any term of this Agreement at any time. If the change would result in increased fees for any **SCBanking** Online service, increased liability for Customer, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, SCB agrees to give at least 30-days notice prior to the effective date of any such transfer system. Any required notice of change in terms will be posted on SCB's web site or forwarded to Customer by e-mail or by postal mail. If advance notice of the change is not required and disclosure does not jeopardize the security of the account or SCB's electronic funds transfer system, SCB will notify Customer of the change in terms within 30 days after the change becomes effective. Customer's continued use of any or all SCB online services indicates Customer's acceptance of the change in terms. SCB reserves the right to waive, reduce or reverse charges or fees in individual situations. Customer acknowledges and agrees that changes to fees applicable to specific accounts are governed by the applicable deposit

agreements and disclosures currently in effect.

Customer's Right To Terminate

Customer may cancel **SCB**anking Online service at any time by providing SCB written notice by postal mail, e-mail or fax. Any requests received via e-mail will result in a phone call to the customer for verification purposes. Any requests received via postal mail or fax will require signature verification. Access to **SCB**anking Online will be suspended within 3 business days of receipt of request. Customer will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation. Upon termination of **SCB**anking Online, any unprocessed scheduled payments will be cancelled.

SCB's Right to Terminate

Customer agrees that SCB may terminate this Agreement:

1. Without prior notice if there are insufficient funds in any one of Customer's accounts. Note: **SCB**anking Online service may be reinstated, at SCB's discretion, once sufficient funds are available to cover any fees, pending transfers and debits.
2. Upon reasonable notice, for any other reason, at the discretion of SCB.

Fees and Charges

Customer agrees to pay the fees and charges for Customer's use of **SCB**anking Online services as set forth by SCB, which may be amended from time to time. Customer is also responsible for any telephone and Internet service fees incurred in connection with the use of **SCB**anking Online.

Periodic Statements

Customer will not receive a separate **SCB**anking Online statement. Transfers to and from accounts using **SCB**anking Online will appear on the respective periodic statements of Customer's account(s).

Basic Online Banking Service

To use **SCB**anking Online, Customer must have:

128-bit encryption (a high level of coding for security purposes). If your computer browser does not have this level of encryption, a blank screen will be displayed.

A **SCB**anking Online Login ID Number and a **SCB**anking Online Password Number

Use **SCB**anking Online to:

Check the balance of listed accounts

Review transactions for the current and two (2) prior statement cycles for the listed accounts

Transfer funds between accounts including installment and mortgage loan payments. *(Businesses, including partnerships and corporations, will be incapable of the funds transfer option).*

Confirm your deposits, withdrawals, cleared checks and other transactions.

View existing stop payments.

Personalize **SCB**anking Online account.

Bill Payment

In order to use SCB's Bill Payment Services, **SCB**ill Payer, Customer must provide:

1. The specific SCB account(s) from which the payments are to be made
2. The complete name of the payee, exactly as shown on the billing statement

3. The account number, exactly as shown on the billing statement
4. The payee's remittance address, exactly as shown on the billing statement
5. The amount of the payment
6. The date Customer wants the payment to be initiated from the account.

Failure to provide this information accurately shall release SCB from any liability resulting from a payment not being made. If the date Customer wants the payment to be initiated is not a business day, the payment will be drawn the next business day before 1:00 p.m. (EST/EDT).

By the use of **SCBill Payer**, Customer agrees that, based upon instructions received under the Access Code, SCB can charge the designated account by:

1. Electronic transfer
2. "As Authorized by Accountholder" non-signature draft, or
3. By debiting and remitting funds on Customer's behalf.

Customer also agrees that charges for **SCBill Payer** will be charged to the account designated for the Bill Payment Services.

SCB reserves the right to refuse to process any action or transaction authorized by Customer. If SCB refuses to process any action or transaction authorized by Customer, SCB will notify Customer promptly. SCB will not be liable for any action or transaction not processed, through no fault of SCB, (a) if Customer does 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 SCB reverses an action or transaction because of insufficient funds.

Further, SCB will not be liable (a) if the action or transaction Customer authorized would cause the account to exceed any credit limit assigned to that account or (b) if circumstances or persons beyond SCB or SCB agent's control prevent, delay, intercept, or alter the processing of an action or transaction, despite reasonable precautions that SCB has 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.

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.

Customer may not use **SCBill Payer** (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 customer authorizes an action or transaction with any restricted payees, SCB will not be responsible for any consequences to Customer for the failure to process-said action or transaction. SCB reserves the right to further restrict types of payees to whom payments may be made. Authorized transactions from any money market accounts Customer designates for use with SCB's Services may be limited by the Truth in Savings Disclosure and the Transaction Limitations, both of which Customer received at account opening. Please refer to these documents for the limitations.

Payments from Customer's Bill Payment Services' accounts are limited to \$9,999.99 per payment. Actions or transactions can be entered, edited, or deleted until 1:00 p.m. EST/EDT the day before the payment is to be initiated.

Please note that once payments are initiated, the payee will not immediately receive them.

Customer must authorize actions or transactions to be initiated

1. For payments by check, no later than 7 business days prior to the payee's due date, and
2. For electronic payments, no later than 5 business days prior to the payee's due date.

When Customer enters an authorization for the payment of a bill, the Bill Payment Services program will inform the Customer whether this payment will be made electronically or by check. Please allow ample processing time for each action or transaction authorized. SCB will not be responsible for any consequences to Customer for the failure to timely process said action or transaction.

Customer may be charged NSF or Overdraft fees for any paper item presented and paid on Customer's behalf as a result of an action or transaction using **SCBill Payer**, if said action or transaction is presented against an account containing insufficient funds. Refer to the current Fee Schedule for the amounts of these charges and other fees that may apply.

Timing Requirements for Timely Bill Payment

If the payee is to be paid by paper check, Customer must understand and agree that paper checks are mailed to the payee and the payee may not receive payment until 5 to 8 business days after the payment is initiated. Customer account is debited when the check is presented to SCB for payment. If the payee is to be paid electronically, Customer understand and agree that the payee may not receive the payment until 72 hours after the date the payment is initiated from Customer account. Customer understands and agrees that SCB is 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 Customer's account.

Stop Payments- Canceling a Bill Payment

To cancel a bill payment that Customer have scheduled through Internet Banking, Customer must cancel the payment online, via Services before 1:00 p.m. (EST/EDT) on the date the payment is scheduled to be initiated from the account.

Disclosure of Account Information and Transfers

Customer understands that information about Customer's accounts or the transfers made may automatically be disclosed to others. For example, tax laws require disclosure to the government for the amount of interest earned and some transactions, such as large currency and foreign transactions, must be reported to the government. SCB does not disclose any nonpublic personal information to anyone, except as permitted by law. SCB restricts access to nonpublic personal information to those employees who need to know that information to provide products or services. SCB maintains physical, electronic and procedural safeguards that comply with federal standards to guard nonpublic personal information.

Posting of Transfers

Transfers initiated through **SCBanking Online** before 5:00 p.m. (EST) each Monday through Friday ("Business Day") (excluding holidays) are posted to Customer's account on the same day. Transfers completed after 5:00 p.m. (EST) each Business Day, (excluding holidays), will be posted on the next Business Day. **SCBanking Online** identifies transfers based upon the Login ID of the user who made the electronic transfer. Customer understands and acknowledges that **SCBanking Online** will reflect transfers made by multiple users from the same account if different Login ID's are used. Customer agrees to communicate with any other persons with authorized access to Customer's accounts concerning any transfers from Customer's accounts in order to avoid overdrafts.

Limits on Amounts and Frequency of SCBanking Online Transfers

The number of transfers from accounts and the amounts, which may be transferred, are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which Customer wishes to transfer funds, Customer cannot transfer the portion of the funds held until the hold expires.

SCB'S Liability for Failure to make a Transfer

If SCB does not complete a transfer to or from Customer's account on time or in the correct amount, which Customer has properly instructed, SCB will be liable ONLY for the amount of the funds which were not transferred; however, there are some exceptions for which SCB will NOT be liable:

1. If sufficient available funds are not in the account to make a transfer
2. If a legal order directs SCB to prohibit withdrawals from the account
3. If the account is closed or if it has been frozen
4. If the transfer would cause the balance to go over the credit limit of an established line of credit for any credit arrangement set up to cover overdrafts
5. If Customer, or anyone authorized by Customer, commits any fraud or violates any law or regulation
6. If any electronic terminal, telecommunications device or any part of the **SCBanking** Online electronic funds transfer system is not working properly when the attempt to initiate the transfer was made, and Customer reasonably suspected that there was a problem or that the transfer might not have been initiated, but SCB was not notified.
7. If the on-screen instructions were not properly followed for using **SCBanking** Online or a transaction confirmation screen was not received
8. If circumstances beyond SCB's control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions taken by SCB.

Customer Liability for Unauthorized Transfers

CONTACT US IMMEDIATELY if Customer's Password (PIN) has been lost, stolen or used without authorization or otherwise compromised, or if someone has transferred or may transfer money from Customer's account(s) without permission. An immediate telephone call to SCB at (865) 453-6101 is the best way to reduce any possible losses. If SCB is contacted within 2 business days after discovery of the loss, theft, compromise or unauthorized use of Password (PIN), loss can be no more than \$50.00 if Customer's password was used without permission.

If SCB is NOT contacted within 2 business days after discovery of the loss, theft, compromise or unauthorized use of Password (PIN), and SCB can prove the transaction could have been stopped if SCB had been notified, the loss could be as much as \$500.00.

Also, if Customer's periodic paper statement shows transfers that Customer did not make, contact SCB at once. If SCB is not notified within 60 days after the statement was mailed, Customer may not recover money lost through transactions made after the 60th day if SCB can prove the loss could have been stopped if SCB had been notified in time.

In Case of Errors or Questions about Electronic Transfers

Contact SCB as soon as possible, if you think Customer's paper statement or an **SCBanking** Online account is wrong, or if more information is needed about a transfer listed on the paper statement or an **SCBanking** Online account. SCB must be notified no later than 60 days after the FIRST paper statement upon which the problem or error appeared was mailed. SCB will

need:

1. Customer's name and Account number
2. A description of the error or transfer in question and an explanation of the suspected error
3. The dollar amount of the suspected error

If request is made by telephone or by e-mail, SCB may require the complaint or question in written form by postal mail or fax within 10 business days.

SCB will communicate the results of the investigation within 10 business days after we receive notification and will correct any error promptly. If more time is needed, SCB may take up to 45 days to investigate the complaint. If SCB decides to do this, provisional credit may be provided to the Account within 10 business days for the suspected error amount. If SCB requires the complaint or question in writing and does not receive it in written form within 10 business days, provisional credit may not be issued.

If no error was detected, a written explanation will be sent within 3 business days after investigation is completed. Copies of the documents used in the investigation will be provided upon request. If provisional credit was issued, a corresponding debit will be made from the Account.

Communication between Customer and SCB:

E-mail: You can contact us by e-mail at home@SevierCountyBank.com or by visiting our webpage at www.SevierCountyBank.com (please note that banking transactions through **SCBanking Online** are not made via e-mail).

Telephone: (865) 453-6101

Postal Mail: Sevier County Bank, P. O. Box 5288, Sevierville, TN 37864

In Person: Any of our six convenient locations.

Disclaimer of Warranty and Limitations of Liability

SCB makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the **SCBanking Online** services provided to you under this Agreement. SCB does not and cannot warrant that **SCBanking Online** will operate without errors, or that any or all SCB online services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, Customer agrees that SCB's officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of access to **SCBanking Online**, including loss of profits, revenue, data or use by Customer or any third party, whether in an action in contract or tort or based on a warranty.

Customer acknowledges that an online Password (PIN) will be provided that will allow access. Customer further acknowledges that SCB will not monitor the use of this Password (PIN) and therefore will not be liable for any unauthorized use of the password. Customer hereby and forever releases and agrees to hold SCB harmless for the unauthorized use, misuse or mistaken use of the online Password (PIN) provided. This Release shall be in addition to all terms and conditions stated on the Deposit Account Agreement as amended from time to time by SCB.

Customer agrees that SCB is not responsible for any electronic virus that Customer may

encounter using **SCB**anking Online. SCB encourages Customer to routinely perform virus scan on Customer's personal computer and diskettes using any reliable virus protection product to detect and remove any viruses found.

All of SCB's obligations, responsibilities and covenants under this Agreement, whether expressed or implied, shall be suspended if at any time SCB's compliance is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or the public enemy, war, epidemic, strike, lockout, riot, weather condition, equipment failure or malfunction, material shortage, electric power disruption or shortage, communication failure or other condition or circumstance not wholly controlled by SCB.

Customer Acknowledgement and Agreement

Customer acknowledges that Customer has read and hereby approves all Terms and Conditions as set forth in this Agreement as well as the fees related to this product.

Customer also acknowledges that a copy of the Regulation E Disclosure Statement has been provided at account opening.

Customer further acknowledges that this Agreement is being submitted by an Individual who has authority to open accounts as established by proper documentation on file with SCB.

By submitting the Sevier County Bank Consumer and Sole Proprietor Online Banking Application, Customer, its owners and heirs, agrees to be bound by all terms and conditions set forth in the Deposit Agreement as amended from time to time between SCB and Customer.

Customer agrees to the Terms and Conditions of the Sevier County Bank Online Access Agreement and Consumer and Sole Proprietor Online Banking Application.

Customer understands and approves all Terms and Conditions as set forth in this Agreement as well as fees related to this product.

