

Online Banking Agreement & Disclosure

What this Agreement covers

The GrandSouth Bank Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service. This service provides GrandSouth Bank clients access to perform a number of banking functions through the use of a personal computer or mobile access device such as a smart phone or tablet, on accounts which are linked to the service. It also describes the rights and obligations of GrandSouth Bank ("Bank").

Please read this Agreement carefully. By using the Online Banking Services provided by GrandSouth Bank, you agree to abide by the terms and conditions of this agreement. All applicable federal laws and regulations will govern this agreement. In the event that no federal law applies, laws and regulations effective in the State of South Carolina will govern the agreement.

Some of the terms set forth in this agreement are governed by the Electronic Funds Transfer Act ("EFT Act") which is only applicable to consumers. Commercial account holders are not entitled to the rights provided under the EFT Act.

In order to use GrandSouth Bank's Internet Banking Service, you must accept the Terms and Conditions by clicking on the "I Agree" button at the end of this Agreement. You agree to abide by all of the Terms and Conditions of this Agreement and acknowledge your receipt and understanding of this Agreement. Please read this Agreement carefully and print a copy for your records.

Relation to other Agreements

Your use of Online Banking services may also be affected by the agreements between us for your linked GrandSouth Bank accounts. When an account is linked in Online Banking, the agreements which are already in place do not change. When you use the Online Banking services to access a credit account, you do so under the terms and conditions we provided to you in the agreement and disclosure for the credit account. Please review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions which may impact your use of an account with Online Banking.

I. Definitions

The following definitions apply in this Agreement: "Authorized Representative" refers to a person with authority (with respect to the account); "Bill Payment" is the online service which enables the scheduling of bill payments using a personal computer; "ISP" refers to your Internet Service Provider; "Online Banking" is the internet-based service providing access to your Bank account(s); "Online Account" refers to the Bank account from which you will be conducting transactions using a Service; "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on which establish your connection to the Service; "PC" means the personal computer which enables the Internet browser and ISP to access your Online Account; "Time of Day" references are to Eastern Standard Time (EST); "User ID" is the Bank-generated identification code assigned to you for your connection to the Service; "We", "us", or "Bank" refer to GrandSouth Bank which offers the services and holds the accounts accessed by the Services; and "You" or "your" refers to the owner of the account or authorize representative.

II. Schedule of Fees

The Bank does not charge a fee for the use of the Online Banking Service, except as otherwise provided in this Agreement or applicable account agreements and schedule of fees. GrandSouth Bank reserves the right to cancel your Internet Banking Service at any time without notice due to insufficient funds in one or more of your accounts. After cancellation, service may be reinstated at the discretion of the bank, provided funds are available to cover the cost of any fees and /or pending transfers. To reinstate your service, contact a GrandSouth Bank Client Representative at one of our locations. If you do not access your accounts via GrandSouth Bank's Internet

Banking Service for any consecutive three (3) month period, GrandSouth Bank reserves the right to disconnect your service. (See paragraph above for reinstatement of service information).

You agree to be responsible for any local or long-distance telephone charges or Internet Service Provider (ISP) charges that you incur by accessing your accounts via GrandSouth Bank's Internet Banking Service.

If you wish to cancel any of your GrandSouth Bank Internet Banking Services, please contact a GrandSouth Bank Internet Banking Representative at one of our locations or send us cancellation instructions in writing to GrandSouth Bank, P.O. Box 6548, Greenville, SC 29606.

III. Access to Services

When you request the use of the Online Banking Service, the Bank will provide instructions on how to access and use the service. You will need an Internet-enabled device, ISP, and User ID and User Password to access Online Banking. You may limit the accounts which are linked, or the activity level assigned to an account. Please contact your nearest Branch Office to discuss the available options. For businesses which utilize Cash Management services, please refer to the Cash Management Services Agreement.

Online Banking is available twenty-four (24) hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for the purposes of maintenance, updating and revising software. For transactional purposes, the Bank's business days are Monday through Friday, excluding Federal holidays and weekends. Account balances and activity are current information. Funds transferred between related accounts initiated on your computer using GrandSouth Bank's Internet Banking Service and received by the bank before 5:45 p.m. EST Monday through Friday will be effective on the current business day. Transfers processed on your computer using GrandSouth Bank's Internet Banking Service and received after 5:45 p.m. EST Monday through Friday or all-day Saturday, Sunday and banking holidays will be effective the following business day.

Merchant Capture deposits received by the bank before 7:00 p.m. EST Monday through Friday will be effective on the current business day. Deposits processed on your computer using GrandSouth Bank's Internet Banking Service and received after 7:00 p.m. EST Monday through Friday or all-day Saturday, Sunday and banking holidays will be effective the following business day.

Transaction Sessions - You will be automatically disconnected from this service after 15 minutes of inactivity.

Note: If you access Online Banking through GrandSouth Bank's mobile banking applications ("Mobile Banking Apps"), www.grandsouth.com ("Mobile Web"), Personal Financial Management Software, or through an indirect service, all the features of Online Banking may not be available, including but not limited to Bill Pay. Please refer to this Agreement, your applicable account agreement, or fee schedule for information on fees for optional services.

VI. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User Id;
- Do not leave your PC unattended while you are using the Bank's Online Banking Site;
- Never leave your account information with range of others;
- Do not send privileged information (account number, Password, etc.) in any public or general email system.

If you believe your Password has been lost or stolen, or if you suspect fraudulent activity on your account, call the bank immediately. You can reach your local branch location at www.GrandSouth.com during the hours of 8:30 a.m. to 5:30 p.m., Monday through Friday. For fraudulent debit card activity, please call 833.GSB.4477 (833.472.4477) 24/7/365. Please use the Password change feature within the Online Banking section of the

GrandSouth Bank website to change your Password. We recommend you follow all the guidelines listed in Section XII for consumer and Section XIII for business online banking.

V. General Services

1. **Account Access.** You may access as many online Bank accounts as you wish. One of these accounts must be listed as a primary account. There is no restriction on the types of accounts you may access: checking, savings, certificates of deposit or loan accounts.

2. **Transfer of Funds.** In addition to viewing account information, you may use Online Banking to transfer funds between your linked accounts. These may be one-time transfers, or scheduled future or recurring transfers such as loan payments.

3. **Additional Services.** New services may be introduced for Online Banking from time to time. The Bank will notify you of these new services when available. By using these services, you agree to be bound by the rules that will be made available to you concerning the service offering.

4. **Alerts.** Your enrollment in GrandSouth Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your GrandSouth Bank account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time or cancel old alerts. We usually notify you when we cancel alerts but are not obligated to do so. GrandSouth Bank reserves the right to terminate its alerts service at any time without prior notice to you.

5. **Alerts Methods of Delivery.** We may provide alerts through one or more channels ("endpoints"): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your GrandSouth Bank Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

6. **Alerts via Text Message.** To stop alerts via text message, text "STOP" to 96924 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in GrandSouth Bank Online Banking. For help with SMS text alerts, text "HELP" to 96924. In case of questions please contact customer service at 864-770-1000 Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

7. **Limitations.** GrandSouth Bank provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside GrandSouth Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold GrandSouth Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

8. **Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted

and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

VI. Directed Loan Payments

Except as otherwise provided in the Online Banking Agreement for GrandSouth Bank account holders, the following disclosures apply to your use of loan payments via Online Banking.

To make a payment. You may use Online Banking to make payments to your GrandSouth Bank mortgage loan, home equity line of credit, consumer loan, business revolving line of credit, or installment loan. These payments can be made from checking, savings, or other transaction account. Payments may be mailed to the address shown on your statement, made online or at a bank branch office.

Payments received before the local cut-off time on business day, Monday through Friday, will be credited to your account on the date of receipt. Payments received after the cut-off time will be credited the next business day.

VII. Bill Payment Services

1. Description of Services. If you are a GrandSouth Bank client with a deposit account, you may use the Bill Payment service to direct payments from your designated Bill Payment Account to third parties you wish to pay. Through the service you can pay bills to businesses or individuals. Refer to the full version of the Bill Payment Terms and Conditions in the Bill Payment section of the Online Banking Web for specific information concerning the service. All payments will be deducted from the checking account that you designate as your Funding Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time.

You should not use the Bill Payment Service to make payments to settle securities purchases, payments to interest bearing accounts, tax payments, or court ordered payments. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the

Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction, or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
- You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

4. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

For full disclosure of the Bill Payment Terms and Conditions, please go to the Online Banking Web service and sell Payments. At the bottom of the page is a link to access the Terms and Conditions.

Bill Pay Customer Service can be reached at 855-456-0018 between the hours of 7:00 AM - 1:00 AM EST, 7 days a week.

VIII. Electronic Mail (Email)

If you send the Bank an email message, the Bank will be deemed to have received it on the following business day. You should not rely on email if you need to report an unauthorized transaction from one of your accounts or if need to report an unauthorized transaction from one of your accounts or if you need a stop a payment that is scheduled to occur.

NOTE: Email transactions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, password, or account information via any general or public email system.

IX. Statements

You will receive your regular account statement either monthly or quarterly, depending on the type of account. These statements are available to you electronically within Online Banking on a rolling eighteen (18) month period.

X. Electronic Funds Transfer Provisions for Consumer Accounts

1. **Applicability.** These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings, or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E. All terms that are not defined in this Agreement, but which are defined in Regulation E shall have the same meaning when used in this section.

2. **Your liability.** The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

- Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe an electronic funds transfer has been made without your permission using information from your check. Telephoning the Bank is the best way of keeping your possible losses down. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
- If you fail to notify the Bank within two (2) business days after your password was lost or stolen, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, your liability would not exceed the lesser of \$500.00 or the total of :
 - \$50.00 or the dollar amount of unauthorized EFTs that occur within the two (2) business days; and
 - The total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within the two (2) day period.
- You must report an unauthorized EFT that appears on your periodic statement, no later than sixty (60)
- days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of unauthorized EFTs that occurred with the sixty (60) day period. You may also be liable for the amounts described in the sections above.

If you tell us orally, we will require that you send us 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 if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, we may take up to forty-five (45) days (ninety (90) days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) 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 if the transfer involved a new account) for the amount you think is in error, so that you will have use of the funds during the time it takes the Bank to complete the investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (ten) business days, we may not credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless you already have an established account with us before this account was opened.

We will inform you of the results with 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.

XI. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

- Enter into this Agreement, as amended from time to time;
- Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- Use any Online Banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

Additional Provisions Applicable Only to Business Accounts (other than Sole Proprietors).

1. Protecting Your User Logon Credentials. You agree that we may send notices and communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that we will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to:

- Keep your user logon credentials secure and strictly confidential;
- Instruct each person to whom you have authorized to have user logon credentials that they are not to disclose it to any unauthorized person;
- Immediately notify the Bank and select new user logon credentials if you believe your user logon credentials may have become known to an unauthorized person.

GrandSouth Bank will have no liability to you for any unauthorized payment or transfer made using compromised login credentials which occurs before you have notified us of possible unauthorized use, and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your user logon credentials even without receiving notice from you if we suspect your credentials are being used in an unauthorized or fraudulent manner. GrandSouth Bank will have no liability for such suspension or cancellation.

XII. Recommended Best Practices for Consumer Online Banking:

1. User ID and Password Guidelines

- The Access ID you select may be any combination of alpha/numeric/special characters, with a minimum of nine (9) characters and a maximum of seventeen (17) characters.
- The Password criteria is as follows:
 - Minimum Password Length 9
 - Maximum Password Length 17
 - Number of Numeric Characters Required 1
 - Number of Uppercase Characters Required 1
 - Number of Lowercase Characters Required 1
 - Number of Special Characters Required 1
 - Passwords are case sensitive (must be entered exactly as input with upper-and-lower case characters).
 - Passwords can be changed at any time by the account holder through GrandSouth Bank's Internet Banking Service
- Change your password frequently.
- Never share your username and password information.
- Avoid using an automatic login feature which saves usernames and passwords.

2. General Guidelines

- Do not use public or other unsecured computers for logging into Online Banking.
- Check your last login date and time, and transfer history every time you login.
- Review account balances and detail transactions regularly (preferably daily) to confirm payment and other transaction date and immediately report any suspicious transactions to the Bank.
- Take advantage of and regularly review system alerts such as balance and transfer alerts or internet banking access alerts.
- Review historical reporting features of your Online Banking application on a regular basis to confirm payment and other transaction data.
- Never leave a computer unattended while using Online Banking.

3. Online Payments, Account Transfer and Account Data Guidelines

- After completing a transaction, ensure you log off to close your computer connection.
- Reconcile by carefully monitoring account activity and reviewing all transactions on a daily basis.
- Review historical and audit reports regularly to confirm transaction activity.
- Utilize available alerts for funds transfer activity.

XIII. Recommended Best Practices for Business Online Banking

1. User ID and Password Guidelines

- The Access ID you select may be any combination of alpha/numeric/special characters, with a minimum of nine (9) characters and a maximum of seventeen (17) characters.
- The Password criteria is as follows:
 - Minimum Password Length 9
 - Maximum Password Length 17
 - Number of Numeric Characters Required 1
 - Number of Uppercase Characters Required 1
 - Number of Lowercase Characters Required 1
 - Number of Special Characters Required 1
 - Passwords are case sensitive (must be entered exactly as input with upper-and-lower case characters).
 - Passwords can be changed at any time by the account holder through GrandSouth Bank's Internet Banking Service
- Change your password frequently.
- Never share your username and password information.
- Avoid using an automatic login feature which saves usernames and passwords.

2. General Guidelines

- Do not use public or other unsecured computers for logging into Online Banking.
- Check your last login date and time, and transfer history every time you login.
- Review account balances and detail transactions regularly (preferably daily) to confirm payment and other transaction date and immediately report any suspicious transactions to the Bank.
- Take advantage of and regularly review system alerts such as balance and transfer alerts or internet banking access alerts, password change alerts, ACH and Wire alerts (for Cash Management users).
- Do not use account numbers, your social security number, or other account or personal information when creating account nicknames or other titles.
- Review historical reporting features of your Online Banking application on a regular basis to confirm payment and other transaction data.
- Never leave a computer unattended while using Online Banking.

3. ACH (Automated Clearing House)

- Use pre-notification transactions to verify that the account numbers within your ACH payments are correct.
- Use limits for monetary transactions.
- Review transaction reporting regularly to confirm transaction activity.
- Utilize available alerts for ACH activity.

4. Wire Transfer

- Use limits provided for monetary transactions.
- Review historical and audit reports regularly to confirm transaction activity.
- Utilize available alerts for wire transfer activity.

5. Administrative User(s)

- Limit administrative rights on users' workstations to help prevent the inadvertent downloading of malware or other viruses.
- Dedicate and limit the number of computers used to complete Online Banking transactions; do not allow Internet browsing or email exchange and ensure these computers are equipped with the latest versions of both anti-virus and anti-spyware software.
- Delete online user IDs as part of the exit procedure when employees leave your company.
- Use dual control for approvals of monetary transactions.
- Establish transaction dollar limits for employees who initiate and approve online payments such as ACH batches, wire transfers, and account transfers.

XIV. Unauthorized Transactions

You must notify us immediately if you suspect that another person has improperly obtained use of your Internet password. You must also notify us if someone has transferred or may transfer money from your bank account without permission, or if you suspect any fraudulent activity related to your account. You should reveal your account number only to legitimate entities for purposes you authorize, such as automatic payments to your insurance company. To notify us, call a GrandSouth Bank Client Representative at one of our locations.

Please tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you do not notify us promptly, it is possible that you could lose all the money in your Account, plus any maximum overdraft line of credit. To notify us, call a GrandSouth Bank Client Representative at one of our locations.

If your statement shows withdrawals, transfers, or purchases that you did not make or authorize, please notify us at once. If you do not notify us within thirty (30) days after the paper or Internet statement was sent to you, and we could have stopped someone from taking money if you had told us in time, you may not get back any money lost after the thirty (30) days. If extenuating circumstances such as a confirmed extended trip or hospital stay kept you from telling us, the time periods in this section will be extended.

XV. Error Resolution

If you believe that there is an error regarding your account in conjunction with GrandSouth Bank's Internet Banking Service, it should be handled as follows:

- Call GrandSouth Bank and tell a representative about the problem at one of our locations.
- Write a letter and mail it to GrandSouth Bank's Internet Banking Department, P.O. Box 6548, Greenville, SC 29606 and tell us the details of the problem.

We must hear from you no later than thirty (30) days after we send the paper statement or electronic statement on which the problem or error in questions occurred. If you notify us verbally, we will require that you send us your problem in writing within ten (10) business days.

When you write us about your problem, please:

- Include your name and account number(s).
- Describe the error or transaction in question and explain why you believe it to be an error.
- Tell us the dollar amount of the suspected error.
- If the problem involves a bill payment, tell us the checking account number used for payment, the payees name, date for which the payment was scheduled, payment amount, and any applicable payee account number or reference number.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will correct any error within one business day. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If the transfer involved in on a new account, point-of-sale transaction, or a foreign initiated transaction, it may take up 90 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error (20 days if the transfer involves a new account), so that you will have the use of the money during the time it takes us to complete our investigation. Your account is considered a new account for the first 30 days after the initial deposit is made unless each of you has an established account with GrandSouth Bank prior to the affected account being opened. If we ask you to put your complaint or question in writing and if we do not receive it within 10 business days, we do not need to recredit your account while we complete our investigation. If we determine that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation. If we do not complete a transfer to or from your Bank account on time, or in the correct amount, according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or loan payment.

- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If a hold has been placed on your account for uncollected funds.
- If the transfer or payment would cause the account to become overdrawn beyond the balance of account plus any overdraft protection.
- If you, or anyone you allow, commits fraud, or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic funds transfer system is not working properly.
- If circumstances beyond our control (such as fire, flood, hurricane, improper transmission, or handling of payments by a third party) prevent the transfer or loan payment, despite reasonable precautions taken by us.

XVI. Term and Termination

1. **Term.** This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

2. **Termination for Cause.** To terminate this Agreement, you must notify the Bank and provide the following information:

- Name
- Address
- The Service(s) you are discontinuing, and
- The termination date of the Service(s).

When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will be terminated. You may contact the by the following methods:

- Providing the information in person to any member of our banking team at any office location.
- Calling us at any Branch Office:
 - Anderson (864) 224-2424
 - Charleston (843) 990-7900
 - Columbia (803) 470-1000
 - Fountain Inn (864) 862-8833
 - Greenville – Halton Road (864) 770-1000
 - Greenville – Augusta Street (864) 800-5800
 - Greer (864) 501-5000
 - Orangeburg (803) 596-0000
- Writing a letter and sending it to the following address:
 GrandSouth Bank
 Attn: Deposit Operations
 PO Box 6548
 Greenville, SC 29606-6548

XVII. Liability

1. **Our Liability.** In addition to the provisions above, this section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment service accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:

- If through no fault of the Bank, you do not have enough money in your account to make a transfer.
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions which we have taken.
- If there is a hold on your account, or if access to your account is blocked in accordance with banking policy.

- If your funds are subject to legal proceeding or other encumbrance is restricting a transfer.
- If your transfer authorization terminates by operation of law.
- If you believe someone has accessed your accounts without your permission and you fail to notify the bank immediately.
- If you have not properly followed the instructions on how to make a transfer.
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
- If you default under this Agreement, the deposit agreement, a credit agreement, or any other agreement with GrandSouth Bank, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

2. **Indemnification.** You agree to indemnify, defend, and hold us, our affiliate companies, directors, officers, employees, and agents harmless against any third-party claim, demand, suit, action, or other proceeding and any expenses related to an Online Banking or Bill Payment account.

3. **Third Parties.** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider, by an internet access provider, or by an online service provider. Nor will we be liable for any direct, indirect, special, or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

4. **Virus/Malware/Spyware Protection.** The Bank is not responsible for any electronic virus(es) or account takeover that you may encounter. We suggest that you routinely scan your PC or mobile device using a virus protection product. Undetected virus(es)/Malware/Spyware may corrupt and destroy your programs, files, and your hardware or leave may provide unauthorized access to your accounts.

XVIII. Additional Terms

1. **Changes to Fees, Charges and Other Terms.** We reserve the right to change the fees, charges or other terms outlined in the agreement. We will notify you 30 days prior to implementation of changes, either by written notice or e-mail, and will also update this agreement, if the changes to this agreement are more restrictive than those stated in the agreement or increase your responsibility for unauthorized transactions. In the event that a change is necessary to ensure the security of the online system, an immediate change may be necessary, and we will notify you within 30 days after the change is made by electronic or written notice. You may choose to accept or decline changes by continuing or discontinuing the services to which the changes relate. We reserve the option to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure.

2. **Disclosure of Account Information.** You authorize GrandSouth Bank and any affiliates to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided or that we or our affiliates have obtained about your accounts and the transfers you make:

- To comply with government agency requests or court orders
- To verify the existence and condition of your account to a third party, such as a credit bureau or merchant
- To provide services relating to your account or to offer other products and services
- To other entities if you give us permission

2. **Rights and Responsibilities.** In addition to this Agreement, you agree to be bound by and comply with the Account Agreement and Account Disclosure, the rules and regulations of the electronic transfer system, and state and federal laws and regulations.

You, the consumer, are responsible for keeping your PIN and account data confidential. We are entitled to act on transaction instructions received using your PIN, and you agree that the use of your PIN will have the same effect as your signature, authorizing the transaction(s). If you authorize other persons to use your PIN in any

manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, changed your PIN. You are responsible for any transactions made by such persons until such time as we receive and have time to act upon the notification or instructions regarding your accounts that transfers by that person are no longer authorized.

The Bank reserves the right to terminate or modify this agreement and modify your access to GrandSouth Bank's Internet Banking Service in whole or in part, at any time.

The Bank may assign certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

3. Electronic Notice. With your consent, we may send notices to you by electronic mail (e-mail). You may use e-mail to contact us about inquiries, maintenance, and/or some problem resolution issues. E-mail may not be a secure method of communication. We therefore recommend that you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately, especially to report a lost or stolen PIN, or to stop a payment. In these cases, do not use e-mail. Instead call a GrandSouth Bank Internet Banking Representative at one of our locations, during regular business hours.

- GrandSouth Bank's Internet Banking Representatives are available Monday through Thursday, 8:30 a.m. until 5:00 p.m. and Friday 8:30 a.m. until 6:00 p.m. (Columbia, Greenville, and Greer until 5:00pm Fridays) excluding Federal Bank Holidays.
 - Anderson (864) 224-2424
 - Charleston (843) 990-7900
 - Columbia (803) 470-1000
 - Fountain Inn (864) 862-8833
 - Greenville – Halton Road (864) 770-1000
 - Greenville – Augusta Street (864) 800-5800
 - Greer (864) 501-5000
 - Orangeburg (803) 596-0000

4. Warranty and Software Limitations. Neither we, nor any of our Subsidiaries, any software supplier nor any information providers make any warranty, express or implied, to you concerning the software, equipment, browser, or other services including, but not limited to, any warranty of Merchant Ability or Fitness for particular purpose (or non-infringement of third-party rights), unless disclaiming such warranty is prohibited by law.

5. Hours of Operation. Our Banking Representatives are available to help you Monday through Thursday, 8:30 a.m. until 5:00 p.m. and Friday 8:30 a.m. until 6:00 p.m. (Columbia, Greenville, and Greer until 5:00pm Fridays) excluding Federal Bank Holidays.

6. Ownership of Website. The content, information and offerings on our website are owned by GrandSouth Bank, and the unauthorized use, reproduction, linking or distribution of any portions are strictly prohibited.

7. Geographic Restrictions. The GrandSouth Bank Internet Banking Services described in this Agreement and available on our website are solely offered to citizens and residents of the United States of America currently residing in the United States. Citizens and residents outside the United States may not be able to access the GrandSouth Bank Internet Banking Service.

8. Scope of Agreement. This Agreement represents our complete agreement with you relating to our provision of the GrandSouth Bank Internet Banking Services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is a part of this agreement.