

South Central Bank, Inc.

Business Online Internet Banking Terms and Conditions

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Agreement (“Agreement”) and acknowledge its receipt and your understanding of its terms.

WHEREAS, the Company desires to have the capacity to access certain account balance and activity information with respect to certain accounts maintained by the Customer with the Bank via electronic means and

WHEREAS, the Bank is capable of providing such information reporting and transfer services and is willing to act as an Originating Depository Financial Institution (“ODFI”) with respect to any such transfer which utilize the Automated Clearing House (“ACH”) subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises, and mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Bank agree as follows:

- 1. Access.** Bank will provide access to services selected by the Customer from time to time during the term of this Agreement subject to the terms stated in this document. The Customer may select additional services or delete services, but no such selection or deletion shall be binding upon Bank until such time as Bank shall have received written notice of the Customer’s election to increase or delete services and the Customer shall have executed such supplemental agreements, if applicable, as Bank may deem appropriate. Bank shall have a reasonable time after receipt of such notice to implement the requested service. Supplemental agreements relating to the services selected by the Customer shall be executed concurrently with this Agreement, of at the time additional services are requested.
- 2. Account Alert Service.** The alerts service allows you to receive various types of alerts concerning the Accounts that you select via email and/or text message to your wireless device and where applicable, notification methods available within the South Central Bank mobile app. You are responsible for providing accurate contact information to receive alerts. To cancel alerts you may visit the South Central Bank website and log into the online banking system. You should safeguard your wireless device as well as your User ID and Password against theft and loss. South Central Bank has no liability to you or any other person in connection with any such messages you choose to save on your wireless device or in connection with any theft or loss unless said theft or loss is solely caused by South Central Bank. If your device is lost or stolen, report it immediately to your wireless provider.

Your enrollment in South Central Bank Inc. 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 South Central Bank Inc. account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as **scheduled payments made, scheduled payments cancelled and mobile deposits**. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the **SCB Alerts** menu within **South Central Bank Inc.** Online Banking and **SCB Alerts** menu within **{South Central Bank Inc.** Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. 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. **South Central Bank Inc.** reserves the right to terminate its Alerts service at any time without prior notice to you.

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 **South Central Bank Inc.** Online Banking message in-box, by an e-mail message. 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.

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 **South Central Bank Inc.** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text “HELP” to **96924.** In case of questions please contact customer service at **888-651-7466.** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations

South Central Bank Inc 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 **South Central Bank Inc.'s** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **South Central Bank Inc.,** 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.

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.

- 3. Instructions.** Bank shall provide the Customer with instructions describing the proper use and security measures to be maintained in connection with the use of the services. These instructions may be amended from time to time by Bank, in its sole discretion, and the Customer agrees to immediately comply with amended instructions upon receipt. It is understood by the Customer that the proper use of services and the information or transactions made available in connection with the use of those services are dependent upon exact and full compliance with the operating instructions provided by the Bank. **The Bank shall have no liability for the failure by the Customer to comply completely with the instructions as amended from time to time.**
- 4. Data Protection.** The Bank shall take reasonable precautions to protect the confidentiality of the Customer's data. In addition to any security procedures specified in the instructions provided by the Bank, the Customer shall have the responsibility for implementing such additional security measures as the Customer may deem necessary or appropriate on its premises to safeguard and prohibit unauthorized access to the services, but the implementation of such security procedures shall not relieve the Customer of its indemnification obligations under the succeeding sentence. The Customer agrees to indemnify and save harmless Bank from any and all loss of damage suffered as a result of any unauthorized use by the Customer, its officers, agents, employees, or independent contractors of the services or the use of any information obtained by such unauthorized access.
- 5. Obligations of the Bank.** The Bank shall be obligated only to exercise reasonable care in providing these services to the Customer and shall have no liability in connection with providing such services to the Customer except to the extent that the Bank shall be guilty of negligence in which instance the Bank shall only be liable for the actual monetary loss suffered by the Customer as a direct result of such negligence. **IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY COMPUTER SOFTWARE MALFUNCTION OR A MALFUNCTION IN ANY OF THE OTHER SYSTEMS USED TO PROVIDE THE SERVICES; NOR SHALL IT, IN ANY INSTANCE, BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES SUFFERED OR INCURRED BY THE CUSTOMER IN CONNECTION WITH THE USE OF THESE SERVICES.**
- 6. Customer's Obligations.** As a condition precedent to the Bank's obligation to provide the services, the Customer shall (a) comply with all instructions provided by the Bank with respect to use of these services; (b) accurately input any data fields necessary to initiate, release, or cancel any transaction; (c) notify the Bank of change in employees authorized to access the services.
- 7. Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.
- 8. Recording of Transmissions.** The Customer on behalf of itself and its employees, agrees that all telephone conversations and data transmissions received from, made for or made pursuant to or in connection with this Agreement may be recorded, intercepted and retained by the Bank by use of tape or other data storage means.
- 9. Confidentiality.** The Customer acknowledges that the use of these services will give Customer access to information and other material, which is proprietary to the Bank and agrees to treat all such information coming into its possession as a result of the use of any of these services as confidential. The Customer agrees not to disclose any such information to any person or entity except to its employees having a need to have access to the services in connection with the use thereof and the Customer's business. The obligation of confidentiality shall survive the termination of this Agreement.
- 10. Termination.** The Customer may terminate this Agreement two days (2 days) following the Bank's receipt of written notice of such termination. The Bank reserves the right to terminate this Agreement

with or without cause immediately upon providing written notice of such termination to the Customer. Any termination of this Agreement shall not affect any of the Customer's obligations arising prior to such termination. Upon termination of this Agreement, the Customer shall return to the Bank all software, documentation, and other information provided by the Bank relating to use of these services by the Customer and shall have no further rights to use of such information.

- 11. Correction of Errors.** The Bank shall have the right to exercise its best efforts to complete or correct any data input by the Customer which is incorrect or incomplete, so that it can be processed in compliance with the requirements of these services. However, the Bank shall have no obligation to make any such corrections and no liability shall accrue to the Bank as a result of exercising its best efforts to make such completions or connections.
- 12. Payment of Services.** The Company shall pay the Bank for the services provided at the rates established by the Bank, as may be amended from time to time by the Bank at its discretion. In addition, the Company shall be responsible for payment of any sales, use, excise or other similar tax relating to the services provided under this Agreement. Charges for these services do not include any charges or fees agreed to separately by the Bank and the Customer with respect to activity in the account or accounts maintained by the Company at the Bank.
- 13. Force Majeure.** All of the Bank's obligations, responsibilities and covenants hereunder, whether express or implied, shall be suspended at the time, or from time to time, as with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electrical power disruption or shortage, communication failure or other condition or circumstance not wholly controlled by the Bank.
- 14. Entire Agreement.** This Agreement, together with any schedules and/or supplemental agreements including any software license agreement attached thereto, constitutes the entire and complete Agreement between the Bank and the Company and supersedes any prior agreement(s) between the parties.
- 15. Notices.** Any written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States Postal Services registered or certified mail, postage prepaid, or by express carrier addressed as specified below by the parties:

Bank: South Central Bank Inc.
Attn: Electronic Banking
501 S L Roger Wells Blvd.
Glasgow, Ky 42141

- 16. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors, and assigns.