

UNION STATE BANK INTERNET BANKING AGREEMENT

This Internet Banking Agreement and Disclosure ("Agreement") is used to inform you of appropriate uses of your accounts, to transfer funds between your accounts, and other bank services available through the Internet.

SECURITY & PROTECTION OF YOUR ACCOUNT

Union State Bank is committed to the protection, security, and confidentiality of our customers' personal and account information. In an effort to maintain the commitment, Union State Bank continues to utilize the latest technology in the continuous development of Internet Banking Services.

Union State Bank uses the following methods to protect your account Information:

- You can only access Internet Banking with browsers that have high security standards.
- Your accounts numbers are not displayed or transmitted across the Internet.
- You must have a valid ID and PIN to sign in. [You are only allowed three attempts to log onto Internet Banking with the correct ID and Pin. If you do not enter the correct ID and Pin your account will be locked after the third attempt.]
- After 10 minutes of inactivity, you will be automatically logged off Internet Banking.
- You are responsible for using the following methods to protect your account information:
 - Never give out personal information such as your Password.
 - Never leave your computer unattended while logged into Internet Banking.
 - Always exit by clicking on "Exit" after using Internet Banking.
 - Notify Customer Service immediately if you suspect that your User ID or Password has become known to or used by an unauthorized person.

E-MAIL AND VIRUS PROTECTION

Union State Bank encourages you not to send any confidential information including social security numbers, User IDs, and Passwords via e-mail. You need only to send your name and if desired, a phone number where customer service may have questions or need further information from you.

Unless you have instructed us otherwise, you agree that Union State Bank may send you electronic messages about other products or services we offer.

Union State Bank is not responsible for any electronic virus, worm, trojan horse, or other malware that you may contract while using Internet Banking. We suggest that you routinely scan your computer using a virus protection product to detect and remove viruses.

SERVICE AVAILABILITY

Internet Banking with Union State Bank is available 365 days per year. It is, however, necessary to perform periodic, routine maintenance. This maintenance is limited to the early morning hours (i. e. Midnight-5:00 A. M.) on Saturdays or Sundays when possible. There are times that Internet Banking may be down for extended periods of time, or times other than Saturday and Sunday for more extensive maintenance, system upgrades, or to resolve equipment problems. During these periods, customers are

notified of the maintenance to Union State Bank's Online Banking Website when attempting to log into Internet Banking.

FUNDS TRANSFER SERVICE

You are able to transfer funds between your Union State Bank accounts. If you do not want to have the ability to transfer funds between your accounts using Internet Banking, or if you want to restrict the accounts from which you can transfer funds using your User ID and Password, call Customer Service, at (205) 884-1520, and we will make the necessary adjustments to this service for you.

As an Internet Banking customer, you can make immediate transfers between specified deposit accounts through Internet Banking. All such transfers are effective when you make the transaction online. Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction.

UNION STATE BANK'S ABILITY TO TERMINATE YOUR INTERNET BANKING SERVICE

You are responsible for complying with the terms of this Agreement. Union State Bank reserves the right to terminate your Internet Banking privileges if you do not comply with this agreement. Your Internet Banking privileges may be revoked if we believe the unauthorized use of your User ID, Password or account(s) may be occurring.

AMENDMENT

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail or by an announcement conspicuously displayed directly within the site. Any notice will be effective not later than ten (10) days after we send or post the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved or viewed the notice by that time.

We may, from time to time, introduce new services that are part of Internet Banking. We will update this Agreement to notify you of these new services. By using Internet Banking after these new services become available, you agree to be bound by the terms contained in the revised agreement.

YOUR AGREEMENT TO THESE AND CONITIONS

By accepting, customer(s) acknowledge(s) receipt of the Federal Electronic Transfer Act Disclosure. As Internet Banking services expand, this regulation will govern your protective rights.

Customer(s) acknowledge(s) they have been informed there are Federal Regulations which limit transfers from Savings or Money Market Savings to six per month when initiated by telephone, electronic, or other pre-authorized means.

Customer(s) agrees that the Internet Banking User ID assigned by Union State Bank, and the Personal Password chosen and entered by customer(s) controls account security. The customer(s) will protect the password and hold Union State Bank harmless from unauthorized use. Any information downloaded by customer(s) becomes the property and responsibility of the customer(s).

Your registration for Internet Banking with Union State Bank confirms that you acknowledge you have received, and understand the terms of this Agreement, and that you are bound by terms and conditions of this Agreement.

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is executed contemporaneously with an Internet Banking Agreement with Union State Bank and is part of the consideration for entering into this agreement. The parties acknowledge and agree that Internet Banking with Union State Bank involves interstate commerce and, thus, is subject to arbitration.

All claims, disputes, and controversies arising out of or relating in any way to Internet Banking with Union State Bank or any provision of the Internet Banking Agreement with Union State Bank or any amendment thereto or any right, duty or obligation of the bank or customer arising out of the Electronic Funds Transfer Act 15 U.S.C. § 1693, et seq., or any other federal and state statute or alleged breach, default or misrepresentation will be resolved by binding arbitration rules then in effect. Any contest to the validity or enforceability of this Agreement shall be determined by the provision of the Federal Arbitration Act and the rules of AAA.

Arbitration may be initiated by any party sending written notice of its intention to arbitrate ("NOTICE") to the other party. The Notice will contain a description of the claim, dispute, or controversy, and the remedy requested. In no event may any demand for arbitration be made after the date when the institution, of a legal or equitable proceeding, based on the claim, dispute, or controversy in question would be barred by the applicable Statute of Limitations. The arbitration will be conducted before an independent and impartial arbitrator selected by mutual agreement, or in the absence of mutual agreement, by a panel of three independent, impartial arbitrators, one of whom is appointed by customer and another by the Bank with third selected by the two appointed by the parties. The arbitrator or the panel will deliver the decision or award in writing with a summary of the reasons for the decision or award and the decision or award shall be a final and binding on all parties, their successors and assigns and is not appealable. Judgment on the decision or award may be entered by any Court having jurisdiction. Arbitration in this Agreement shall be mandatory and not permissive.

THIS AGREEMENT DOES NOT CONSTITUTE A WAIVER OF ANY SUBSTANTIVE RIGHTS OR REMEDIES AVAILABLE TO ANY PARTY UNDER APPLICABLE LAW, BUT RATHER IS AN ELECTION TO RESOLVE CLAIMS, DISPUTES, AND CONTRVERSIES BY ARBITRATION RATHER THAN THE JUDICIAL PROCESS, INCLUDING TRIAL BY JURY. The arbitration will be conducted at an appropriate time and place set by the arbitrator or panel in St. Clair County, Alabama.

UNION STATE BANK ONLINE BANKING DISCLOSURE STATEMENT

The purpose of this Disclosure Statement is to inform you of certain rights that you have under the Electronic Fund Transfer Act.

Please note in this statement the words "you" and "your." Each refers to the person who is authorized to use Internet Banking services. The words "we", "our", and "us" refer to Union State Bank.

INTERNET SERVICES

You may access Internet Banking services using the personal Login Codes that we issue to you and conduct the following transactions:

- Transfer Funds between, and/or make payments to: Checking, Loan, Money Market, Christmas Club, and Savings Accounts.
- Obtain the available and current balance(s) and transaction history of: Checking, Loan, Money Market, Christmas Club, and Savings Accounts.

ACCOUNT MANAGEMENT BANKING SERVICES

Online Banking service is available 24 hours per day, 7 days per week. However, we only process transaction and update information on business days. Our online transfer business days are Monday through Friday 8:00 A. M. to 4:30 P. M. Transfers made on weekends, holidays, scheduled in advance or after 4:30 P. M. will be processed on the next business day.

BILL PAY

Choosing this service gives you the ability to initiate payments from your checking account. This must be an unlimited check writing account. Your payment will be made either by transferring funds electronically to the payee, or by preparing a check payable to the payee and sending the check to the payee. A "payee" is a person or business you are paying. When you enter and transmit a payment request, you authorize the bank, either directly or through its authorized service provider, to debit your account in the amount of the request. Payments entered before 12:00 P. M., Monday through Friday, will be received by us the same day. Payments entered after 12:00 P. M., Monday through Friday, on a holiday, or weekend, will be received the next business day. It is your responsibility to authorize your bill payments in a manner to ensure your bills will be paid on time. You are responsible for any late payment charge, finance charge, penalty or default that may result from your failure to transmit payment request at least five (5) days before payment is due. If there are insufficient funds in the checking account on the payment date, we may either refuse to pay the item or make the payment and thereby overdraw the account, subjecting it to insufficient funds charges. The bank may refuse to honor payment requests that reasonably appear to the bank to be fraudulent, unauthorized, erroneous or illegal.

SERVICES CHARGES AND FEES

You authorize the Bank to deduct the applicable fees below from your checking account or, to the extent your account lacks sufficient funds, from any of your other accounts maintained with us. In addition to the fees noted here, the service charges and fees provided for the Account Agreement will continue to apply.

Freedom Online: No Monthly Fees

Business Online: Monthly Fees of \$9.95

LIABILITY FOR UNAUTHORIZED TRANSFER/TRANSACTIONS

Immediately change your Password and contact Union State Bank if you believe your User ID and/or Password has been lost or stolen.

If you notify us of a loss, your liability for unauthorized transfers or payments will be as follows:

- If you contact us within two business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone used your Online Banking Credentials.
- If someone used your Online Banking Credentials, you could lose as much as \$500.00 if you do not contact us within two business days after you learn of the loss and we can prove that we could have prevented the loss if you had contacted us.
- If your monthly statement shows transfers or payments that you did not make and you do not contact us within 60 days after the statement was mailed to you, you may not recover any lost funds in those 60 days, if we can prove that your contacting us would have prevented those losses.

YOUR LIABILITY

You agree to the terms of this Online Banking Disclosure and you are liable for all transactions that you authorize.

ACCOUNT RESTRICTIONS

You may not transfer funds between accounts with legal or signature restrictions. However, an account(s) may be viewed if you are an authorized signer on the account(s).

LIMITS ON ONLINE BANKING TRANSFERS

All transactions performed through our Online Service will be considered a Pre-authorized Electronic Funds Transfer.

OUR LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS

If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for damages caused by failure unless:

- The account has been closed, or is not in good standing.
- Your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.
- You have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.
- You do not properly follow our instructions, or if you provide us with wrong or inaccurate information or fail to correct or tell us about an inaccuracy of which you are aware.
- You do not instruct us soon enough for your payment, or transfer to be received and credited by the time it is due.
- The funds in the account from which a payment or transfer is to be made is subject to legal process, or other claims restrict the transaction.
- Circumstances or persons beyond our control prevent, delay, intercept or alter the transaction, despite reasonable precautions that we have taken.
- There are insufficient funds in your account to complete the transaction.

- We have reason to believe that the transaction requested is unauthorized, the failure was caused by an act of God, fire, or other catastrophe, by an electrical or computer failure or other causes beyond our control.

In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a valid error despite our procedures to avoid such error.

CHANGE OF TERMS

We reserve the right to amend or terminate the services offered from time to time and we will notify you a minimum of 30 days prior to any change by written notice to your last known address.

WAIVER OF AGREEMENT

Any waiver of any term in the Agreement by us on occasion will not prevent us from asserting our rights to these terms in the future.

TERMINATION

You may terminate the Agreement and your Online Banking Service at any time upon giving written notice of the termination to us. If you terminate, you authorize us to continue making transfers you have previously authorized until we have had a reasonable opportunity to act upon the termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your account. If we terminate your use of subscribed Online Services, we reserve the right to make no further transfers or payments from your account, including any transactions you have previously authorized.

DISCLOSURE OF ACCOUNT INFORMATION

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

- To verify the existence and standing of your account with us upon the request of a third party, such as a credit bureau, in accordance with your written permission,
- In order to comply with court orders, government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports, and/or on receipt of certification from a federal agency, or department, that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

Our Policy and Pricing Guide and Terms and Conditions on Deposit Accounts are available at any of our banking offices upon request.

Member FDIC

Equal Housing Lender