

# Internet (Online) Banking Agreement and Disclosure

The first time you access your accounts through Internet (Online) Banking, you agree to be bound by the Terms and Conditions of this Internet (Online) Banking Agreement and Disclosure ("Agreement") and acknowledge its receipt and your understanding of its terms.

## **Introduction.**

This Agreement explains the Terms and Conditions for accessing accounts and conducting transactions at SimplyBank ("Institution", "we", "us" and "our") via our on-line Internet Banking site(s) ("Internet Banking"). As used in this Agreement, the terms "Customer", "you" and "your" refer to each person signing an Internet Banking Application.

## **Agreement to Receive Electronic Disclosures and Information.**

By continuing with this online application process, you agree that we may provide you this Internet Banking Agreement and Disclosure and any revisions and amendments to this Internet Banking Agreement and Disclosure in electronic form; and that, if you choose to accept the Internet Banking Agreement and Disclosure, you are consenting to enter into and are entering into an Agreement electronically that will govern all future transactions you conduct using the online services and agree to be bound by its terms.

From time to time, we may deliver certain information to you that is required by law or regulation to be provided to you in writing, or regarding information about our online services. By selecting the "I Agree" button below, you agree that we may provide you revisions and amendments to this Agreement and Disclosure and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the services, electronically as a part of the Agreement and Disclosure or otherwise as a part of the online services.

If you wish to withdraw consent to receive information electronically, to terminate the services, or to update your information, such as a change of address or email address, you may call us at 423-567-7265, send a Secure Message within the services, or by sending a letter to:

SimplyBank  
Attn: Deposit Operations  
P.O. Box 398  
Dayton, TN 37321

## **Services and Benefits of Internet Banking.**

Through Internet Banking, you can manage eligible accounts from your home or office on a personal computer. Internet Banking can be used to conduct any of the following "On-line Financial Services":

- Obtain balances and transaction histories on all eligible accounts including your checking, savings, and loan accounts enrolled in Internet Banking;
- Transfer money between your checking and savings. The number of transfers you can make from an account may be limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires;
- Transfer money to pay Institution for consumer loans, home equity loans, or certain other eligible loans; and,
- Pay bills to any merchant, financial institution or an individual with a U.S. address. Pay bills directly by computer from your checking and savings accounts in the amounts and on the days, you request.

Institution may, from time to time, introduce new On-line Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

### Limitation on Frequency and Amount.

- Any account that requires two or more signatures to make withdrawals, transfers or other transactions is not eligible for On-line Financial Services.
- Transfers and bill payments are limited up to a daily limit based on the available balance in your accounts.
- During any statement cycle, you may not make more than six (6) withdrawals or transfers from a savings or money market account to another account of yours or to a third party by means of a pre-authorized or automatic transfer, telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.
- Note: Payment of taxes or court-directed payments through the service is prohibited.

### Security and Protecting Your Account.

We are strongly committed to protecting the security and confidentiality of our customers' account information. We use several techniques to help secure our Internet Banking service, including the following:

- You can only access Institution with certain browsers that have a high security standard.
- Your account numbers are never displayed in full - only the last 4 digits can be viewed.
- You must have a valid Internet Banking ID and a case sensitive Password to logon.
- If no action is taken for 10 minutes, you will be automatically logged off the Internet Banking service.

### Minimum Software Requirements.

To access On-line Financial Services the minimum software requirements are:

- **Web Browser**
  - Apple Safari 10.0
  - Google Chrome
  - Microsoft Edge
  - Microsoft Internet Explorer 11.0
  - Mozilla Firefox
- **Operating System**
  - Mac OS X 10.10
  - Mac OS X 10.11
  - Mac OS X 10.9
  - Microsoft Windows 10 - 64-bit
  - Microsoft Windows 7 - 32-bit
  - Microsoft Windows 7 - 64 bit
  - Microsoft Windows 8.1 - 64 bit

In addition to compatible software, you must have an Internet Banking ID, a case sensitive Password and maintain one or more of the following eligible accounts at Institution: Checking, Savings, Certificate of Deposit, Loans, Safe Deposit Box. To utilize the Online Bill-Pay service, you must have an open active Checking account.

### On-line Password.

Your case sensitive Password will give you access to Institution accounts via Internet Banking. Institution is entitled to act on any instructions it receives using your Password. For security purposes, it is recommended that you memorize your Password and do not write it down. We also recommend that you change your Password regularly to avoid misappropriation by a third party. Your Password can be changed at our Internet Banking site. You are responsible for keeping your Password and account data confidential. When you give someone your Password, you are authorizing that person to use Internet Banking and the On-line Financial Services. **You are responsible for all transactions performed using your Password, even if you did not intend or authorize them. In addition, fraudulent transactions initiated using your Password will be charged against your account(s).**

**Accessibility.**

For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included.

You can usually access On-line Financial Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Internet Banking or On-line Financial Services may not be available due to system maintenance or reasons beyond Institution's control.

Institution does not warrant that Internet Banking or On-line Financial Services will be available at all times. When unavailable, you may use our telephone banking system, an automated teller machine ("ATM") or an Institution branch office to conduct your transactions. An On-line Financial Service transaction initiated prior to 5:00 PM Eastern Time) on a banking day is posted to your account the same day. All transfers completed after 5:00 PM (Eastern Time), or on a non-banking day, will be posted the following banking day.

**Restrictions.**

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Internet Banking or On-line Financial Services. You may not gain, or attempt to gain, access to any Internet Banking and/or On-line Financial Service server, network or data not specifically permitted to you by Institution or its suppliers, and you must not include any obscene, libelous, scandalous or defamatory content in any communications with Institution or its suppliers.

**Online Bill Payment Service.**

The Online Bill Payment service allows you to schedule bill payments through Internet Banking. There is no limit to the number of payments that may be authorized and you may pay any merchant or individual approved by the bill payment provider. There is no charge for regular Online Bill Payments, although special services may incur additional fees which will be disclosed at time of payment prior to completion of payment (such as expedited handling/overnight fees when available and applicable). While payments are initiated by you electronically, they are ultimately paid via an automated clearinghouse (ACH) network or by a paper check. Payments delivered over an ACH network are governed by the rules and performance standards of that network.

By furnishing the names of your payees/billers and their addresses, you authorize the payment instructions you provide for those payees/billers. When payment instructions are received, funds will be remitted from the selected account, to the appropriate payee on your behalf on the day that you request ("Payment Date"). However, there is no obligation to make requested payments unless your account and/or overdraft protection plan has sufficient funds or credit availability to pay the bill as of the Payment Date. Funds for bill payments will be withdrawn from your account on the applicable Payment Date. When the Bill Payment provider receives notification of any return item, such as NSF or Account Closed, a block is placed on the Bill Payment Account for a minimum of five (5) business days. This prevents you from initiating any additional payments through the Bill Payment Account or from having any recurring or future dated payments made until the original return item has been paid.

You can pay anyone in the United States that you would normally pay by check or automatic debit, even if you do not receive bills from the company or person you want to pay. Payments begin processing two (2) business days prior to your scheduled Payment Date; we recommend that you schedule payments two to four (2-4) days prior to the due date. Payments can be scheduled up to one (1) year in advance. You can use the payment calendar to determine the Payment Dates available (The payment calendar automatically excludes weekend and federal holiday dates) to pay your bill beginning with the earliest date you can select for the payee/biller to receive the payment.

You may change or cancel any payment that has not started processing by clicking the appropriate "Change" or "Cancel" link in the Online Bill Pay system. If the bill payment is "Processing" it can no longer be changed or canceled. Once online payments made electronically by ACH have begun "Processing" they cannot be stopped. Please check back after the pay date for more details. You may initiate a "Stop-Payment" on online payments made by draft, after the payment cannot be changed or canceled in the online bill pay system. We will charge a fee for each Stop-Payment you request (see Fee Schedule for current fee details). If you request a Stop-Payment by phone, we may also require you to put your request in writing and deliver it to us within 14 days after you contact us.

**You cannot stop any transfer between accounts using the Internet.**

Institution reserves the right, at its discretion, to implement security features to reduce risk of loss. These may include requiring pre-authorized drafts, verifying funds through an ATM network, and separating debits from credits so that payments are not sent until after good funds are received. Institution also reserves the right to terminate your use of Bill Payment services at any time.

If, for any reason, you should ever wish to cancel Internet Banking, we strongly suggest that you cancel all future bill payments at the same time. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete any outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Payment service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

### **Fees and Charges.**

You must promptly pay the following fees and charges for use of the On-line Financial Services described in this Agreement:

There is no charge for balance inquiries.

There is no charge for the Online Bill Pay service. There may be a charge for additional transactions and other optional services included in the Online Bill Pay service (such as expedited handling/overnight fees when available and applicable). These fees are disclosed within the Online Bill Pay system at the time of each use, and will be debited from your billing account at that time. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. If you create an overdraft in your account(s), you will pay our overdraft fee.

Mobile Phone Users. Your phone service provider is not the provider of the Service. Users of the Service may receive SMS (short message service) messages relating to their payment such as invitations to register and other notices that they may request. In an invitation to register via SMS text message, we will send you a verification code which you will need to enter to direct your payment to your designated bank account. You will receive SMS messages related to your transactions from time to time. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 65958. To stop receiving text messages on your mobile phone, text "STOP" to this number: 65958.

In the event your payment account has insufficient funds to cover any fees, Institution may deduct the fees from any other account you have at Institution in any order it chooses. If you close the designated payment account, you must notify Institution and identify a new payment account for the selected On-line Financial Services. Additionally, if you close all Institution accounts, you must notify Institution and cease all use of the On-line Financial Services. If fees cannot be collected from any of your accounts, Institution may cancel all or some of your On-line Financial Services. After cancellation, Institution may reinstate some or all of the On-line Financial Services, at its discretion, if you deposit sufficient funds in your account(s) to cover any accrued fees and pending transfers or debits. You are solely responsible for any telephone or Internet service provider charges incurred when using the On-line Financial Services.

The above transaction fees are in addition to any service charges applicable to the account(s). Please refer to the applicable customer agreement and fee schedule for your account(s) for details.

### **Responsibility.**

Neither Institution nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Internet Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Internet

Banking or On-line Financial Services; (ix) you knew that Internet Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (xi) there is postal delay; or (xii) circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that present, hinder or delay the transaction.

### **Summary of Our Liability for Failure to Make Transfers.**

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by federal law. However, there are some exceptions.

We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer, or in another deposit account designated for automatic transfers.
- If the transfer would go over the credit limit on your overdraft line.
- If the transfer service was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds in your accounts are subject to a court order or other restriction preventing the transfer.
- There may be other exceptions stated in our agreements with you.

In no event shall we be liable for any direct, indirect, special, incidental, consequential, or exemplary damages, including lost profits (even if advised of the possibility thereof) arising in any way out of the installation, use, or maintenance of the equipment, software, and or the service.

**If you are a business or other entity**, which is not a natural person, this section on Summary of Our Liability for Failure to Make Transfers does not apply to accounts held by you. You are solely responsible for the security of your secret code. Any transaction made with your secret code is conclusively presumed to have been authorized by you. Also, while we will attempt to resolve any suspected errors with respect to your automated banking transactions as soon as possible, we are not bound by the time limits specified below under Error Resolution Procedure.

### **Disclosure of Account Information to Third Parties.**

We will disclose information to third parties about your account(s) or the transfers you make:

- where it is necessary for completing transfers; or
- in order to verify the existence and condition of your account or accounts for a third party, such as a credit bureau or merchants; or
- in order to comply with government agency or court orders; or
- if you give us your written permission as explained in our Privacy Policy.

### **Unauthorized Transactions.**

You should notify us AT ONCE if you believe anyone has improperly obtained your Password or if you suspect any fraudulent activity in your account(s). Telephoning is the best way to minimize your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit or another deposit account that is designated for automatic transfers). If your Password has been compromised and you tell us within two (2) business days of discovering the loss or misappropriation, you can lose no more than \$50. If you do not tell us within the two (2) business day period, you could lose as much as \$500 if we could have stopped the use of your accounts had we received notice in a timely manner.

You should contact us as soon as you identify any errors or discrepancies in your statement or transaction record, or if you need any information about a transaction listed on the statement or transaction record. We must hear from you no later than sixty (60) days after we have sent the first statement on which the problem or error appeared

If you fail to notify us within the sixty-day (60) period, you may not recover any of the money you lost if we can establish that the loss could have been avoided had you notified us on time. We may extend these time periods for good reasons such as out-of-town travel or extended hospital stays.

## Summary of Our Error Resolution Procedure.

In Case of Errors or Questions About Your Electronic Transfers

Please call us at: **423-567-7265**

or

Write us at:

SimplyBank

Attn: Deposit Operations

P.O. Box 398

Dayton, TN 37321

Please contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared:

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may 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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, point-of-sale transaction, or was initiated outside of the United States) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within 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.

### Electronic Mail (E-mail).

Sending E-mail is a very good way to communicate with us regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Institution. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Internet Banking site. Institution will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail.

### Disclosure of Information.

Information submitted to Institution or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

### Links to other Sites.

Information that Institution publishes on the World Wide Web may contain links to other sites and third parties may establish links to Institution's site. Institution makes no representations about any other web site that you may access to, from or through this site. Unless expressly stated in writing, Institution does not endorse the products or services

offered by any company or person linked to this site nor is Institution responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.

#### **Virus Protection.**

Institution is not responsible for any electronic virus that you may encounter using the On-line Fund Services. We encourage you to routinely scan your computer and external drives using reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

#### **Damages and Warranties.**

In addition to the terms previously disclosed, Institution is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Internet Banking or the use of the On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Institution or one of its suppliers. In addition, Institution disclaims any responsibility for any electronic virus(es) Customer may encounter after installation of such software or use of Internet Banking or the On-line Financial Services. Without limiting the foregoing, neither Institution nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet, communication lines, postal system or ACH network. Institution and its suppliers provide Internet Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, material or functions included in Internet Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Internet Banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulations. Neither Institution nor its suppliers warrant the adequacy, accuracy or completeness of any information provided as a part of Internet Banking, the On-line Financial Services, or contained in any third-party sites linked to or from Institution's web site. Institution makes no representations or warranties regarding the accuracy, functionality or performance of Internet banking, on-line financial services, or any software that may be used in connection with same. Institution disclaims any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or error-free operation.

#### **Indemnification.**

Customer shall indemnify, defend and hold harmless Institution and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

#### **Additional Remedies.**

Due to the likelihood of irreparable injury, Institution shall be entitled to an injunction prohibiting any breach of this Agreement by Customer.

#### **Termination and Changes in Terms.**

Institution reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: 1) electronic mail; 2) physical mail at the address shown in our records; or 3) update of our web site.

#### **Applicable Rules, Laws, and Regulations.**

You submit to the jurisdiction of, and the laws of the State of Tennessee and the United States of America shall govern this Agreement. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs, and expenses.

**Assignment.**

Institution may assign its rights and/or delegate all or a portion of its duties under this Agreement to a third party. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign this Agreement to any other party.

**Integration.**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Institution.

**Severability.**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and the Institution, this Agreement will control.

**Waiver.**

Institution shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Institution of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. We shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**Force Majeure.**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing its obligations under this Agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

**Construction.**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of this Agreement that is affected shall be curtailed only to the extent necessary to bring it within the requirements of that law.

**Account Rules and Regulations.**

Except as changed by this Agreement, all transfers made by use of your computer and secret code are subject to the Terms and Conditions contained in the signature cards and the applicable customer agreement for your account or accounts. This Agreement is made as part of that customer agreement.

**Exclusions of Warranty.**

The service and related documentation are provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

**Your Equipment.**

Internet banking can be used with a personal computer equipped with an internet connection. We shall not be responsible for any attempted use of Internet banking services on equipment or for transaction errors or failure



resulting from the malfunction or failure of the equipment you use. In no event shall we be liable for any loss, damage or injury from whatever cause, nor shall we be liable for any direct, indirect, special or consequential damages arising from or connected in any way with the use or maintenance of the equipment.

### **Address Change.**

You agree to promptly notify us in writing of any address change and any change to your address.

### **Illegal Activity.**

You agree not to use your Account to engage in activities deemed illegal by federal and/or state laws, including but not limited to internet gambling. If you use your Account to engage in certain activities deemed illegal by federal and/or state laws, you understand that you will nevertheless be liable for any authorized transactions made by the use of your computer or secret code.

### **SimplyBank Alerts Terms and Conditions.**

**Alerts.** Your enrollment in SimplyBank 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 SimplyBank 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. SimplyBank 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 SimplyBank 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.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to **31727** 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 SimplyBank Online Banking. For help with SMS text alerts, text "HELP" to **31727**. In case of questions please contact customer service at 423-567-7265. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** SimplyBank 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 SimplyBank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold SimplyBank, 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.