



Online Bill Pay Application

Name: _____

Co - Applicant: _____

Bil Pay Account: _____

E-mail address: _____

Address: _____

City: _____

State/Zip: _____

Home Phone #: _____

Social Security #: _____

Birth Date: _____

Mother's Maiden Name: _____

Employer: _____

Work Phone #: _____

SIGNATURE: By signing below, the undersigned request(s) Online Bill Pay Services and agrees to the terms and conditions governing these services. The undersigned agree(s) that all information is accurate and authorizes the Bank to verify credit and employment history by necessary means, including preparation of a credit report by a credit reporting agency. Normal credit criteria apply.

Applicant's Signature: _____

Date: _____

Mail or deliver to:

Community Bank of the South
3016 Atlanta Road
Smyrna, GA 30080

Date Received: _____

Approved (Y/N): _____

Processed by: _____



Bill Payment Agreement

Introduction

By using the Internet Banking Bill Payment system, 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 Georgia will govern the agreement.

Bill Payment

The Community Bank of the South Bill Payment service allows you to schedule payments through your on-line banking system for current, future and recurring bills from your checking account.

You must designate an account as your bill payment account. The account that you designate must be a checking account. You may not use a savings or money market deposit account as your Bill Payment Account, because Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from savings and money market deposit account. Under these regulations, you are limited to six (6) pre-authorized electronic fund transfers, telephone transfers, checks, and point-of-sale transactions per month. Of these six transactions, you are limited to no more than three transactions per month by check or point-of-sale.

You may pay any merchant or individual approved for payment by Community Bank of the South for payment through Bill Payment. With the Following exceptions:

We will be unable to process any of the following payments:

- International Payments

Federal, state or local tax agency payments, as well as TT&L payments and court ordered payments may be scheduled through the Service or CBS; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from you scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not the Service or CBS.

By furnishing the names, addresses and account information of those Payees to whom you wish to direct payment, you authorize Community Bank of the South to follow the payment instructions that it receives through the payment system. When we receive a payment instruction, you authorize Community Bank of the South to debit your designated payment account and remit funds on your behalf following the instruction provided to us by you. We are not obligated to pay funds from your account(s) if the account balance is insufficient to cover the payment, unless your account has overdraft protection in an amount sufficient to cover the payment. Funds for all bill payments, whether paid electronically or by check, will be withdrawn from your account.

In order to ensure that we have sufficient time to process your request, transactions begin processing four (4) full business days prior to your scheduled payment date and therefore, the application will not permit you to select a scheduled payment date less than four (4) business days from the current date. The cutoff time each business day is 1:00 P.M. eastern time, and is the time by which you must transmit payment requests to have them considered entered on that particular business day. Payment instructions entered after the cutoff time will be considered entered on the next business day. When scheduling payments you must select a scheduled payment date that is no later than the actual due date reflected on your payee 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 should be prior to any late date or grace period. If you properly schedule the payment at least four (4) business days in advance of the payment due date and have entered correct information in the payment instructions, and Community Bank of the South fails to send a



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payment according to the payment instructions received, the bank will be responsible for the late charges, up to \$50.00 per item, provided that your account was in good standing immediately prior to this incident. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Email Payments

If you choose to utilize this functionality of email payments, there are limitations. Please refer to the Terms and Conditions of the Bill Payment Service online.

Limitations on Bank Liability

Community Bank of the South will not be liable if it is unable to complete any payments initiated by you or if your payment is not posted to your account by the due date because of the existence of any one or more of the following circumstances:

- If your payment account does not contain sufficient funds complete the transaction or the transaction would exceed the credit limit of your overdraft account.
- You have not entered your payment at least four (4) full business days prior to the due date.
- The Bill Payment processing center is not working properly and you know or have been advised about the malfunction before you execute the transaction.
- The Payee mishandles or delays a payment sent by Bill Payment.
- Postal Delays make the payment arrive to the payee late.
- You have not provided the Bill Payment service with the correct name, address, phone number, or account information for the payee.
- Circumstances beyond the control of the Bill Payment service (such as, but not limited to, Fire, Flood, or interference from an outside force) prevent proper execution of the transaction and the service has taken reasonable precautions to avoid those circumstances.
- 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 you, or anyone you allow, commits fraud or violates any law or regulation.
- If you have not properly followed the instructions for using the Community Bank of the South Bill Payment Service and received a payment confirmation number.
- If you do not delete or make changes to a payment before it has been processed.

Provided none of the foregoing exceptions are applicable, if the service causes an incorrect amount of funds to be removed from your payment account or causes funds from your payment account to be directed to a payee which does not comply with your payment instructions, the service shall be responsible for returning the improperly transferred funds to your payment account and for directing to the proper payee any previously misdirected transaction.

We will not be responsible for the following incidents, errors or failures:

- **Access**

We will not be responsible for failure to provide access or for interruptions in access to Community Bank of the South due to a system failure or due to other unforeseen acts or circumstances.

- **Your Computer Equipment or Software**

We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used by you. We are not responsible for any error, damages or other losses you may suffer due to the malfunction or



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misapplication of any system you use, including your browser (Microsoft Explorer, Netscape Navigator, or Microsoft Money, or otherwise), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Community Bank of the South.

Bill Payment Fees

The monthly charge for the Bill Payment service is \$5.95 per month for unlimited transactions. The \$5.95 per month will be charged regardless of whether the service was used during the billing cycle and until cancelled in writing. You agree to pay such charges and authorize Community Bank of the South to charge your designated payment account for these charges. Each designated payment account will be subject to the \$5.95 service charge. Therefore, if you initiate payments from more than one account, each account will be charged \$5.95 per month. Any fees associated with your deposit account will continue to apply. You are responsible for any and all telephone access fees and/or internet service fees that may be assessed by your telephone and/or internet service provider. Additional charges may be incurred by you through the use of Internet Banking (see Internet Banking Terms & Conditions).

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.

Joint Account Holders

Each Bill Payment account may consist of either one individual account holder, or multiple (joint) account holders. The terms of this Access Agreement apply to all account holders enrolled in the Bill Payment program. In order to have a joint membership; all members must be joint signers on the checking account linked to Bill Payment. Joint members share the same payee list, and are subject to the joint tenant rules contained in the Account Agreement and Signature Card for the checking deposit account. Either account owner may close the bill payment service. All account owners will have access to pay bills through bill payment.

Disclosure of Account Information

It is the policy of Community Bank of the South to treat your account information as confidential. However we may disclose information to third parties about your account or the transactions you make in the following situations:

- To comply with government agency requests or court orders
- Where it is necessary for completing transactions
- To verify the existence and condition of your account to a third party, such as a credit bureau or Payee
- To provide services relating to your account
- If you give us your permission

Consumer 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.



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Password and Security

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 permit other persons to use the Bill payment Service or your password or other means to access your account, you are responsible for any transactions they authorize.

The Bank reserves the right to terminate this Agreement and your access to Community Bank of the South Bill Payment Service at any time.

Your Liability for Unauthorized Transfers

You must notify us immediately if you suspect that another person has improperly obtained use of your online password. You must also notify us if someone has transferred or may transfer money from your bank account without your 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 Community Bank of the South at (678) 781-9043.

Federal law requires that if you believe your online password has been lost, stolen or compromised and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your online password without your permission. Telephoning is the best way of keeping your possible losses down. To notify us call Community Bank of the South at (678) 385-7534 or e-mail us at online@cbsouth.com. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from taking money without your permission had you told us, you could lose as much as \$500.

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 sixty (60) days after the paper or online statement was sent to you, and we could have stopped someone from taking money if you had told us in time, it is possible that you could lose all of the money in your account, plus any maximum overdraft line of credit. If extenuating circumstances, such as a long trip or hospital stay, kept you from telling us, the time periods in this section will be extended.

Error Resolution

If you believe that there is an error regarding your account in conjunction with Community Bank of the South banking or Bill Payment it should be handled as follows:

Call Community Bank of the South at (678) 781-9043 and ask for a Customer Service Rep. or

Send a fax to (678) 781-9041 and tell the details of the problem, or

You may e-mail us at online@cbsouth.com (do not send confidential information via e-mail).or

Write to us at:

Community Bank of the South
3016 Atlanta Road
Smyrna, GA 30080
Attn: Technology

We must hear from you no later than sixty (60) days after we send the first paper statement or electronic statement on which the problem or error in question occurred. If you notify us verbally, we will require that you send us your problem in writing within 10 business days.

When you write us about your problem, please:



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- Tell us your name and account number with which you believe there may be an error
- Describe the error or transaction that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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 payee's name, date for which the payment was scheduled, payment amount, and any applicable payee account number or reference number

If you tell us verbally we may require that you send your complaint in writing within ten (10) business days after your verbal notification. We will determine whether an error occurred within 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 to investigate your complaint or questions. If we decide to do this, we will provisionally 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 questions in writing and we do not receive it within 10 business days, we may not credit your account first

We will tell you the results within three 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.

Termination or Discontinuation

If for any reason you should wish to cancel your Community Bank of the South Bill Payment Service, you must contact us in writing. Your request should be supplied ten (10) days prior to the actual discontinuation date and must be sent to:

Community Bank of the South
3016 Atlanta Road
Smyrna, GA 30080
Attn: Technology

We will automatically delete all outstanding payments (both one-time and recurring) once we have been notified by you that you wish to terminate your service.

Community Bank of the South reserves the right to terminate your use of Bill Payment at any time.

Other Provisions

E-Mail

You may use e-mail to contact us about inquiries, maintenance, and/or some problem resolution issues. However, **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 customer service at (678) 781-9043.

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 service including but not limited to, any warranty of merchantability or fitness for particular purpose (or non-infringement of Third-party rights), unless disclaiming such warranty is prohibited by law.

Ownership of Website

Community Bank of the South prohibits the unauthorized use, reproduction, linking or distribution of any portions of information contained on our website.