



## **Gwinnett Community Bank Internet Direct Access Agreement**

### **Introduction**

This Gwinnett Community Bank Internet Direct Access Agreement governs your use of Gwinnett Community Bank Internet Direct. Throughout this web site the Access Agreement will be referred to as "Agreement". You agree to receive this Agreement and Initial Disclosures electronically. After you have carefully read this Agreement, you will be asked to consent to all the terms and conditions of this Internet Direct Access Agreement. Your accessing any of your eligible accounts through Gwinnett Community Bank Internet Direct acknowledges your receipt and understanding of this disclosure. We suggest that you print a copy of this Agreement for future reference.

**You or Your** – Refers to the individuals, corporations, partnerships, limited liability companies, and sole proprietorships subscribing to or using Gwinnett Community Bank Internet Direct.

**We, Us, or Our, The Bank** - Refers to Gwinnett Community Bank and any agent, independent contractor, designee, or assignee the Gwinnett Community Bank may involve in the provision of Gwinnett Community Bank Internet Direct.

**Business Day** – Our Business Days are Monday through Friday. Federal holidays are not included. You may use this Service 24 hours a day, seven days a week, except during periods of maintenance. Bill payments are processed only on Business Days.

**Business Day Cut-Off** –For posting purposes, The Bank will process all Internet Direct transactions completed by 4:30 p.m. on that business date. Internet Direct transactions completed after 4:30 p.m. Eastern Time, USA, including transfers, will be processed on the following Business Day.

**Consumer Accounts** – Means a demand deposit or other asset account in the name of an individual held for personal, family, or household purposes. Internet Direct services and each of your accounts are governed by the applicable Disclosures, Rates and Fee Schedules provided by the Bank in your new account packet, as each may be modified from time to time. Your initial use of Internet Direct services indicates your agreement to be bound by this agreement and acknowledges your receipt and understanding of this document.

**Privacy Statement** – Privacy Statement – Gwinnett Community Bank understands how important privacy is to our customers. We have taken steps to insure your security and privacy for your personal and financial dealings with the bank. Our customer privacy statement can be obtained by clicking on the Gwinnett Community Bank Privacy Statement link on the Gwinnett Community Bank web site.  
[www.gwinnettcommunitybank.com](http://www.gwinnettcommunitybank.com)

### **Internet Security Information**

Gwinnett Community Bank Internet Direct is part of a network that utilizes a comprehensive security strategy to protect your accounts and transactions conducted over the Internet. In-depth information on many of the techniques and features employed by the system can be viewed and are explained in our Gwinnett Community Bank On-line Security statement. In addition to our login security, we use the SSL (secure socket layer) encryption technology for everything you do in Gwinnett Community Bank Internet Direct system. Whenever SSL is securing your communications, the browser will typically indicate the "secure session" by changing the appearance of a small icon of a padlock at the bottom of the screen from *open* to *locked*. What this means to you is that your communications are scrambled from your browser to our servers at all times so no unauthorized party can read the information as it is carried over the Internet.

### **Login Security**

Security is very important to Gwinnett Community Bank. When you login to the service for the first time, you will use your login ID and the password assigned to you by The Bank. You will then be prompted to select a new "Password" that you will thereafter use to gain access to your accounts. To help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 15 minutes. This is to protect you in case you accidentally leave your computer unattended after

you log on. When you return to your computer, you will be prompted to re-enter your password and your session will continue where you left off. Because your password is used to access your accounts, you should treat it as you would any other sensitive personal data. You should carefully select a password that is hard to guess. Keep your password safe. Memorize your password and never tell it to anyone. Changing your password can be done at any time, after you are logged in, from the "options" menu. The Internet Direct system will require you to change your password every 6 months.

### **Lockout Security**

If you attempt to login and do not enter the password correctly, an invalid login will result. Four invalid logon attempts will result in your user id being locked out for a period of 30 minutes. After 30 minutes, you may try again. After a total of 3 sequential lockouts, you must contact The Bank to reset your account. You may contact Gwinnett Community Bank directly by telephone at 770-476-2775 between 9:00 a.m. and 4:00 p.m., Monday – Thursday, 9:00 a.m. and 5:00 p.m. Friday, and 9:00 a.m. to Noon on Saturday, or in person. You may also email [support@gwinnettcommunitybank.com](mailto:support@gwinnettcommunitybank.com) during the hours listed above. If the lockout occurs outside of normal business hours, you may leave a message in the general voice mailbox, or send an email and your lockout will be addressed during normal business hours.

### **Balance Inquiries, Bill Payments and Transfers**

You may use Gwinnett Community Bank Internet Direct to check the balance of your accounts, transfer funds between your accounts and pay bills from your eligible accounts (bill-pay only when this service is offered).

Balances in your accounts may differ from your records due to deposits in progress, outstanding checks or other withdrawals, payments or charges. If you have further questions, contact us at [customerservice@gwinnettcommunitybank.com](mailto:customerservice@gwinnettcommunitybank.com)

### **Special Information about E-Mail**

Generally, requests received from the system will be processed within two business days using procedures that would handle similar requests received by mail or fax. If urgent action is required, we recommend that you contact Gwinnett Community Bank directly by telephone at 770-476-2775 between 9:00 a.m. and 4:00 p.m., Monday – Thursday, 9:00 a.m. and 5:00 p.m. Friday, and 9:00 a.m. to Noon on Saturday, or in person.

### **Bill Payment Service (When Offered)**

The Bill Payment service lets you schedule bill payments through Internet Direct and also allows you to see a history of all the payments made from your accounts. You must designate a specific checking account as your bill payment account.

**Eligibility:** You may pay any merchant or individual approved for payment by Gwinnett Community Bank for payment through On-line Bill Payment Service. On-line bill payments are available only to payees with a U.S. mailing address. By furnishing us with the names and account information of those payees to whom you wish to direct payment, you authorize us to follow the payment instructions, which you provide to us via Gwinnett Community Bank Internet Direct Service for these payees. When we receive a payment instruction for the current date or future date, we will remit the funds to the payee on your behalf from the funds in your selected account, on the day you have instructed them to be sent (Payment Date). We will be unable to process any payments to federal, state or local tax agencies, and any court-ordered payments such as alimony or child support.

The daily limit for the total dollars of payments approved is governed by the system's available balance in the checking account selected for making the payment. You can withdraw up to the system's available balance as long as your account shows sufficient funds to cover your payments. The payment will normally be charged to your account on the business date that it is approved.

If for any reason a scheduled payment processed through the system is declined, it will automatically be rescheduled for the following business day. The system will continue to attempt to pay the bill on the following business days until there are sufficient funds or you cancel or reschedule it.

Although payments may be scheduled for the current business day or any date in the future at any time, they will only be processed once a day at our cut-off time, usually around 4:00 p.m. EST on any business day. Anything scheduled on a non-business day, or after the cut-off time, will not be sent out until the following business day.

Since we must forward the funds and billing information to the payee, some lead-time for payments is necessary. (Our system assumes the payee/vendor will promptly process the payment on the business day

it is received. Any delays caused by the payee/vendor would result in additional days before the payment would show on their records.)

To avoid incurring a finance charge or other charges, you must schedule a payment sufficiently in advance of the due date of your payment. It is necessary that all Payment Dates selected by you be no less than five (5) full Business Days before the actual due date, not the late date and/or a date in the grace period.

Not all payees accept electronic bill payments. In the event that the payee for your scheduled payment does not accept payment via the electronic system, your payment will be made by mailing a paper check. Paper payment requires longer delivery time. Payments made by paper should be scheduled at least seven (7) full Business Days prior to the actual due date, not the late date and/or a date in the grace period. In all cases, the payment will be delivered to the payee/vendor by the tenth business day after the payment was approved and charged to your account.

### **Transfer Types and Limitations**

#### **1. Account Access**

You may use the Service to:

- .. Transfer funds between eligible accounts on a one-time or recurring basis;
- .. Obtain Account balances;
- .. Pay bills directly from your accounts(s) on a one-time, fixed or variable recurring basis, in accordance with the terms of this Agreement to merchants and individuals in the U.S.; (When the bill-pay service is offered)
- .. Review transaction history;

#### **2. Limitations on Frequency of Transfers**

You may initiate an unlimited number of transfers between your eligible accounts subject to the limitations that apply to the maximum number of automatic or recurring withdrawals from certain accounts .

#### **3. Limitations on Dollar Amount of Transfers/Bill Payments**

Each transfer between accounts and the maximum aggregate amount per day is unlimited. Bill payments will be paid from checking accounts only. Each bill payment and maximum aggregate amount per day is unlimited from an eligible account.

### **Fees for the Gwinnett Community Bank Internet Direct Service**

You agree to pay the fees and charges for your use of Internet Direct as set forth in the current fee schedule. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Internet Direct.

### **Notice of Your Liability (Applicable to Consumer Accounts Only)**

Tell us AT ONCE if you believe your Access ID and Password have been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you believe your Access ID and Password has been lost or stolen, 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 Access ID and Password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access ID and Password, and we can prove we could have stopped someone from using your Access ID and Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we reserve the right to make the decision to extend the time periods.

### **Statements**

You will not receive a separate Internet Direct statement. Transfers to and from your accounts using Internet Direct will appear on the respective periodic paper statements for your Gwinnett Community Bank accounts.

**Contact in the Event of Unauthorized Transfer**

If you believe your Access ID and Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

770-476-2775

Or write:

Gwinnett Community Bank  
2775 Buford Highway  
Duluth, GA 30096

**Bank Liability (Applicable to Consumer Accounts Only)**

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. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer or payment.
2. If the transfer or payment would go over the credit limit on your overdraft line.
3. If the Service or your personal computer or modem was not working properly and you knew about the breakdown or malfunction when you started the transfer or payment.
4. Any information provided by you about the payee is incorrect.
5. There are any delays in the handling of the payment by the payees.
6. Circumstances beyond our control prevent the proper completion of the transaction, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, fire, flood, tornado, delay in the U.S. Mail or other uncontrollable circumstances such as power failure, the disconnecting or quality of your telephone line.
7. Funds in your account are subject to legal process or other restrictions prohibiting the transfer.
8. It can be shown that the merchant or payee received the payment within the normal delivery timeframe and failed to process the payment through no fault of Gwinnett Community Bank Internet Direct or our service providers.
9. Other applicable laws and/or regulations exempt us from liability.

**Error Resolution Notice****In Case of Errors or Questions About Your Electronic Transfers**

Telephone us at 770-476-2775

Write to us at:

**Gwinnett Community Bank**  
**2775 Buford Highway**  
**Duluth, GA 30096**

Or E-mail us at: [customerservice@gwinnettcommunitybank.com](mailto:customerservice@gwinnettcommunitybank.com)

Contact Gwinnett Community Bank 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. 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 (if any).
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 verbally, we may require that you send us your complaint or question in writing within 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 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 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 ten (10) business days, we may not credit your account.

For error involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days

to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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.

#### **Documentation**

**Periodic statements.** You will get a monthly account statement from us for your checking accounts. The payee name, payment amount, and transaction date will be reflected for each payment made through the Service.

#### **Preauthorized Payments**

**Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop or change any of these payments.

Here's how:

Use your personal computer to access Gwinnett Community Bank's Internet Direct and alter both the payment amount and the payment date at any time prior to 4:30 p.m. You may also delete any single payment or recurring payment at any time prior to 4:30 p.m.

Or:

Call us at 770-476-2775, or write us at Gwinnett Community Bank, 2775 Buford Highway - Duluth, GA 30096 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and send it to us within fourteen (14) days after you call.

#### **Liability for Failure to Stop Payment (Applicable to Consumer Accounts Only)**

If you order us to stop one of these regular payments three (3) Business Days or more before the Payment Date, and we do not do so, we will be liable for your losses or damages.

#### **Confidentiality**

Information about your account(s) or the transaction(s) you make may be shared if:

1. It is necessary to verify the existence and condition of your account to a third party such as a credit bureau or merchant.
2. It is necessary to comply with a governmental agency or court order.
3. You give us permission, which we may require to be in writing.
4. It is necessary to collect information for internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic funds transfer service.
5. It involves a claim by or against us concerning a deposit to or a withdrawal from your account.
6. We are required or permitted to do so under state or federal laws and/or regulations.

For additional information on our sharing practices, please refer to our Privacy Statement by clicking on the Gwinnett Community Bank Privacy Statement link on the Gwinnett Community Bank web site. ([www.gwinnettcommunitybank.com](http://www.gwinnettcommunitybank.com))

#### **Termination**

You may terminate your use of Internet Direct at any time by calling us at 770-476-2775, by visiting our branch, or writing to us at Gwinnett Community Bank, 2775 Buford Highway, Duluth, GA 30096. You must notify us within ten (10) days prior to the date you wish to have your Service terminated. We may require you to put your request in writing. If you have a scheduled payment within this ten (10) day period, you are required to cancel those payments according to the instructions in the section titled "Preauthorized Payments". You will be responsible for payments with transaction dates during the ten (10) days following our receipt of your written notice of termination if you do not cancel those payments. We will notify you with confirmation of your termination.

We may terminate your access to Internet Direct, in whole or in part, at any time without notice, if you do not comply with the terms of this Agreement, or the agreements governing your Accounts, or if we believe that you have handled your Account(s) in a fraudulent manner. We may also terminate your access to Internet Direct for any other reason by giving you twenty (20) days notice. Termination will not affect your liability under this Agreement for transactions that we have processed on your behalf.

#### **No Signature Requirements**

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account, or the account on which the item is drawn, without requiring your signature on the item and without any notice to you.

#### **New Services**

Gwinnett Community Bank may, from time to time, introduce new Gwinnett Community Bank Internet Direct services. We shall update this On-line Access Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms contained in this Internet Direct Access Agreement.

#### **Virus Protection**

Gwinnett Community Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their personal computer and diskettes using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

#### **Governing Law**

This agreement and the account or service you are accessing via Gwinnett Community Bank will be governed by and interpreted in accordance with the laws of the State of Georgia.

#### **Assignment**

This agreement may not be assigned to any other party by you. We may assign or delegate, in part or whole, to any third party.

#### **Amendments**

Terms and conditions of this agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. If you do not agree with the change(s), you must notify us in writing prior to the effective date to cancel your access. Amendments or changes to term(s) or condition(s) may be made without prior notice if they do not result in higher fees, more restrictive service use, or increased liability to you.

#### **Entire Agreement**

This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures. If there is a conflict between this Agreement and any others, or any statements made by employees or agents, this agreement shall supersede.

#### **Acceptance of Agreement**

Your initial use of Gwinnett Community Bank's Internet Direct product constitutes your acceptance and agreement to be bound by all of the terms and conditions of this agreement and acknowledges your receipt and understanding of this agreement.

