

ONLINE BANKING AGREEMENT AND DISCLOSURE STATEMENT

Heritage Banking Group [hereinafter referred to as "the Bank"] has expanded its banking services to allow our customers [hereinafter referred to as "customer(s)"] to utilize the convenience and efficiency of Internet technology, and the parties hereto desire to complete transactions via Internet Online Banking. Customer understands that the terms, conditions, instructions and procedures set forth below are in addition to those that apply to accounts that customer currently has with the Bank and to which this agreement relates or any other services customer obtains hereafter from the Bank. NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Heritage Banking Group and customer hereby agree as follows:

HERITAGE BANKING GROUP ONLINE BANKING:

Using your customer User ID (Home ID) & PIN, you can perform banking transactions on your computer, including: (1) obtaining balance inquiries; (2) obtaining information about your account transactions; (3) making transfers between Heritage Banking Group checking and savings accounts to other Heritage Banking Group savings, checking or loan accounts (subject to government regulations); (4) Bill Payment; and (5) Home Equity Lines of Credit (HELOC) transactions (subject to HELOC account restrictions disclosed at the time your HELOC account was set up). You must maintain sufficient funds in your account to cover any requests for transfers. All transfer requests are subject to verification and authentication. If the Bank completes a payment or transfer authorized by the customer and the Bank determines that the account from which the funds are to be transferred has an insufficient balance to complete that transfer, customer agrees that the Bank is authorized to reverse the transaction or to offset the shortage of funds from any other account customer has with the Bank. In any case, the customer is fully obligated to the Bank to provide sufficient funds for any payment or transfer that the customer makes or authorizes.

WHEN INTERNET PAYMENTS AND TRANSFERS ARE MADE:

Payments and transfers are not final at the time the Bank receives customer's instructions; however, the Bank will begin to process requests promptly at 5:00 p.m. Central Standard Time. Transfer requests received after 5:00 p.m. Central Standard Time on any business day will be posted the following business day. Each payment or transfer will be posted to the appropriate accounts involved in the transfer on the date transmitted if the request is made within processing hours, or on the next business day if made after processing hours. Payment or transfer requests initiated by the customer on a non-business day will be considered to have been initiated on the following business day. **Customers should be aware that reporting limitations exist when a transaction is performed via Online Banking, i.e., balance and/or payment inquiries made through Online Banking will not reflect transactions that have not yet been posted to the customer's accounts.**

Although Online Banking is generally available 24 hours a day, 7 days a week, the Bank processes transactions and updates information only on business days. The Bank's business days are defined as Monday through Friday. Holidays are not considered a business day.

LIABILITY FOR FAILURE TO COMPLETE PAYMENTS OR TRANSFERS:

If any properly requested payment or transfer is incorrectly completed by the bank, the maximum amount for which the bank will be responsible will be the amount of the incorrect payment or transfer. In no event will the bank be liable for consequential or punitive damages or any other losses whatsoever that may be incurred by the Customer. If, and only if, the Bank willfully or intentionally neglects to complete a payment or transfer as requested by the Customer, the Bank will reverse any fees or charges assessed by the Bank against the Customer's account(s).

ONLINE COMPUTER SECURITY:

To access Online Banking, the customer will be issued a temporary Password selected by the Bank. To access any funds transfer, the customer will initially use a temporary PIN selected by the Bank. The customer must reset the User ID (Home ID) /PIN with their first online connection. **Take precautions at all times to protect your password/PIN. Do not leave your computer unattended while online. You understand the importance of your role in preventing misuse of your account(s) through the electronic banking system and you agree to examine promptly your periodic statement(s) for each of your bank account(s) upon receipt. In addition, you agree to protect the confidentiality of your account and account number; as well as, your PIN and other personal identification information that could be used together to gain access your account or the electronic banking system. If you allow others to use your PIN and/or User ID (Home ID) or other means to access the electronic banking system, you are responsible for any transactions they initiate. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID (Home ID) and PIN are intended to provide security against unauthorized entry and access to your accounts. You should keep your User ID (Home ID) and PIN in a secure location. Any person having access to your User ID (Home ID) and/or PIN**

will be able to access your accounts through Online Banking Services. You are responsible for any and all transactions and activities involving your account(s) even if you have not given that person or entity authority to conduct the transaction or activity. You agree that any transaction initiated using your User ID (Home ID) or PIN will be conclusively presumed to be authorized by you, including any transaction or use you may subsequently contend was not authorized by you. We cannot and do not warrant that regular email transmitted to and from the bank is secure. If you believe that your User ID (Home ID) or PIN or other means to access the service has been lost, stolen or compromised by someone attempting to transfer money without your permission you must notify us at once by calling (601) 267-7311 during business hours. For security purposes, we will not send and we strongly suggest that you do not send us any confidential account information in the form of a personal email message.

CUSTOMER LIABILITY:

If customer believes their Online Banking customer User ID (Home ID) and Password/PIN or other means of access has been lost or stolen, and customer notifies the Bank in writing at P. O. Box 437, Carthage, MS 39051, and the notice is received within two (2) business days after the customer learns of the loss or theft, customer shall be responsible for no more than \$50 if someone accesses customer's accounts after the Bank receives said notice. If the customer fails to inform the Bank within two (2) business days after customer learns of the loss or theft of the customer's Online Banking identification number and/or Password/PIN or other means of access, customer shall be responsible up for as much as \$500.00 of the full amount of payments or transfers made by someone accessing the accounts without the customer's authority until the Bank receives notice, as more fully described previously in this paragraph. If customer's statement indicates payments or transfers covered by this agreement which customer did not make or authorize, customer must notify the Bank at once. If customer does not notify the Bank within sixty (60) days after the statement was mailed to him/her, the Bank shall have no liability to customer for such payments or transfers

IN CASE OF ERRORS OR QUESTIONS ABOUT TRANSACTIONS COVERED BY THIS AGREEMENT:

Please call Heritage Banking at (601) 267-7311 or write to Heritage Banking Group at P. O. Box 437, Carthage, MS 39051, as soon as possible concerning errors, questions or transactions covered by this agreement. The Bank must hear from the customer no later than sixty (60) days after the Bank sent the first statement on which the problem or error appeared. Information to be included in that notification: Customer's name and account number, description of the error and payment or transfer in question. Please provide any additional details as necessary. If the customer tells the Bank of the suspected error orally, the Bank shall require that the customer send the Bank the complaint or question in writing within ten (10) business days. The Bank will tell the customer the results of the Bank's investigation within ten (10) business days after the Bank receives the complaint or question and will correct any error promptly. If the Bank needs more time to investigate, the Bank may take up to forty-five (45) additional days to investigate customer's complaint or question. If the transaction was not initiated in any state, territory or possession of the United States, the initial investigation period will be twenty (20) business days instead or ten (10) business and ninety (90) business days instead of forty-five (45) business days for an extended investigation. If the Bank decides that there was no error, the Bank will send the customer a written explanation within three (3) business days after the investigation is finished. Customer may request copies of the documentation used in the Bank's investigation.

STATEMENTS:

Customer's Online Banking transfers will be listed on the monthly statements the Bank provides or makes accessible to its customer. Customer agrees to notify the Bank as soon as possible but definitely within sixty (60) days if customer changes address. Transactions from online banking could impact your account transaction restrictions. Please refer to your account disclosure.

CANCELING THE SERVICE:

To cancel your service with Online Banking, you must contact the Bank in writing at P. O. Box 437, Carthage, MS 39051 to notify us of your decision to cancel. Heritage Banking Group may cancel or suspend your service at anytime without notice.

LAW THAT APPLIES:

Regardless of where customer lives, works or where customer accesses the Online Banking Services, the Agreement is subject to the laws of the State of Mississippi and the Federal Law of the United States of America with, in either event, consideration of conflicts of law principles. If any of the terms of the Agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with the applicable law.

EXCUSABLE DELAY:

No party to this Agreement shall be liable to the other for any loss, cost or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this Agreement. Failure beyond the reasonable control of each party, which, as employed herein, shall be deemed to mean, but will not be limited to: acts of God, strikes, lockouts or other industrial disturbances, wars, whether declared or undeclared, blockages, insurrections, riots, government actions, explosions, fires, floods or any other cause within the reasonable control of either party. In the event of technical problems that result in the inability to access online banking, the customer should use other means offered by the Bank to conduct their banking business.

AMENDMENTS:

The terms and conditions governing Online Banking, including costs and fees may be amended by Heritage Banking Group at anytime upon thirty (30) days advance notice. Your continued use of the service is your acceptance of any amendment(s) of the Agreement, including any instruction on the use of the service as may be amended from time to time. You agree that any notices given by the Bank regarding the service will be considered delivered at the date sent by the Bank. Heritage Banking Group may not immediately respond to E-mail, so you should not rely on E-mail to communicate with Heritage Banking Group.

Please check all that apply:

- Online Banking**
- Banking with Bill Pay**
- Cash Management (Business accounts only - See Agreement Below)**

Customer Number

Customer

Customer

Date

Date

CSR

MEMBER FDIC

Online Services for our Business Customers:

This section contains additional terms, agreements and disclosures relative to the Bank's Online Banking Service. This service offers our business customers the same features listed above; plus, the opportunity to originate ACH transactions online. In addition, you may grant various levels of banking authority to one or more authorized user(s) permitted to gain access and execute financial transactions on behalf of your account(s). Please read this section of the agreement carefully. You agree to the terms and conditions of this section of Online Banking Services Agreement and by using the electronic banking system, either by yourself or through the access granted to one or more of your authorized user(s), you confirm your agreement and understanding of the terms disclosed under this section of the Online Banking Services Agreement.

ACH Transactions for Business Customers:

Heritage Banking Group's Online Cash Management Service offers you the option to initiate, upload and submit ACH transactions online. This online service is an extension of the Heritage Banking Group's ACH Services Agreement. All online ACH transactions you make or permit any authorized user(s) to make will be governed by this agreement. You must fill out an enrollment form; specify your authorized users and to what accounts and capabilities these users have access. Each time you submit any ACH Transactions, you must also have the capabilities to fax a confirmation to our Operations Center. For security purposes, E-mail is not acceptable. All online ACH transactions you make or permit any authorized user(s) to make will be governed by this agreement. You are responsible for keeping your Authorized user list current. We do send out reminder letters through Certified Mail once a year for this purpose.

Additional Information:

This service requires accounts in good standing and approval from an Officer of the Bank. An ACH Services Agreement must also be completed during the enrollment process. For more information, please contact your Customer Service Representative.

Customer Number

By:
Title:
Authorized Account Signer

Date

Deposit Operations
Heritage Banking Group

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