

# Online Banking Terms and Conditions

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We are glad you have chosen to apply for First South Bank Online Banking (FSB Online). Before proceeding, please read these Terms and Conditions of use carefully. Each time you access our site you agree to comply with the terms and conditions.

If you are already a customer of First South Bank and want to enroll in FSB Online, simply complete the enrollment form, print and either mail or bring it in to one of our Customer Service Representatives. You may also self-enroll by selecting Login which takes you to our FSB Online page, and then select Enroll Here located on the Horizontal Navigation Bar. If you would like to become a First South Bank customer we look forward to meeting with you in person.

You may access account information through FSB Online 24 hours a day, 7 days a week, except for interruptions due to maintenance or matters beyond the Bank's control.

Upon becoming a FSB Online customer, you will receive a temporary password, which will allow you access to your account information. Use of the password assigned to you will indicate to the bank your acceptance of the terms and conditions governing your account (s). Upon entering the site you will be prompted to change your password to a permanent one. If your password is lost or stolen, or if you believe that someone has knowledge of your password, you must notify the bank immediately. Failure to notify the bank promptly could result in loss of funds up to the limits allowed by applicable law. You are responsible for maintaining the confidentiality of your password. We also recommend that you change your password periodically.

If your statement reflects a transfer(s) that you did not make, notify First South Bank immediately at 864-595-0455 or we may require that you send us your dispute or question in writing within ten (10) business days to: P O Box 1928, Spartanburg, SC 29304-1928. If you do not notify us within 60 days after the first statement has been mailed to you, you may not be able to recover the money lost.

List your name and account number  
Describe the error or transfer that you are unsure about  
Tell us the date and dollar amount of the suspected error

Some of the terms set forth above are governed by the electronic Funds Transfer Act ("EFT Act"), which is only applicable to consumers. Commercial Account holders are not entitled to the rights provided under the EFT Act.

Information on our site regarding our products and services is not intended to take the place of the agreements governing our products and services or our disclosures made in accordance with federal and state laws. For specific information regarding your account (s) please contact the Bank or refer to your new account packet. Additionally this website is not intended to provide, and you should not rely on it for, legal, accounting, financial or tax advice.

Account information displayed through FSB Online is current. Funds transferred between account(s) initiated on your computer using FSB Online and received by the Bank prior to 6:00 p.m. EST on a Business Day will be processed and completed the same evening. Transfers conducted after 6:00 p.m. EST on a Business Day or on a Non-Business Day will be processed and completed the next Business Day. Banking business days are Monday through Friday excluding Saturdays, Sundays, and federal holidays.

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**High Security Standards** at First South Bank are essential. We go to great lengths to see that your transactions and personally identifiable information are secure and protected. Ensuring you have a secure/confidential Online Banking experience is our number one priority. We require the use of a browser that provides an encryption of 128-bit key before a connection can be made to the Online Banking system. After you reach us using a secure browser, we take the necessary steps to make sure your information is kept secure. If you have any questions about upgrading your browser software to the 128-bit encryption level, we welcome you to contact us directly at 864-595-0455.

You are solely responsible for the maintenance, installation and operation of your computer and for the software used in accessing FSB Online. First South Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor will the Bank be responsible for any computer virus that affects your computer or software while using Online Banking.

**Online Bill Pay** is available for a fee of \$5.95 per month for the first 15 bills and \$.50 for each bill over 15. This allows you to pay bills through your personal computer, instead of writing and mailing checks. The bill payment service allows scheduling of recurring payments and verification of past payments. Simply click on the link, read and accept the terms and conditions, and begin using. You are responsible for maintaining sufficient funds in your account to honor any payments you request.

**Electronic Mail** to the Bank may be delayed; therefore, if you need the Bank to receive information concerning your account immediately (i.e. to report a lost or stolen ATM/Debit card, report the theft of your password or unauthorized use of your account), please contact us at 864-595-0455. When you do send us an email to ask a question or make a comment, we will use your email address to respond to you within a reasonable period of time. Please keep in mind that email is not a secure environment like Online Banking; so **do not** include sensitive information such as account numbers, balances, passwords, or social security numbers.

Additionally descriptions of, or references to, products, services or publications within this website do not imply our endorsement or approval of any such product, service, or publications.

We are not associated with or responsible for any of the external linking websites that may be accessed through our site and use of any such hyperlinks, or other sites will be at your own risk. The content, accuracy, opinions expressed, products or services offered, and other links of other websites are the sole responsibility of their authors and owners, and are not investigated, verified, monitored, authorized, or endorsed by the Bank.