Commercial Account e-Statement/e-Notification Agreement and Disclosure

_____, (Client) agrees to the following terms:

Account Requirements
You must be an owner on all accounts you wish to access electronically. You must have Colony Bank Business Online banking access.

System Requirements
You must have a working connection to the Internet, your browser must be Internet Explorer 6 or greater, an e-mail account, and Adobe Acrobat Reader 6.0 or greater to receive and view statements and notices electronically.

Agreement and Disclosures
I understand that if I enroll my Checking, Savings, Money Market Deposit Account, Certificate of Deposit or Loan account(s) in this service I will receive notifications of account statements and notices related to my account(s) via e-mail. Once enrolled, I will no longer receive paper account statements or notices (such as NSF notice, COD approaching renewal, maturity notice, or interest rate change notice, etc.) via US mail. I understand that if I fail to receive notifications it is my responsibility to contact Colony Bank of non-receipt. I understand that I may call Colony Bank at 1-800-873-6404 to report this information.

I understand and agree to submit my e-mail address to Colony Bank as a part of this application.

I understand I may change my e-mail address:

- **By notifying Colony Bank in person;**
- **By sending a request by facsimile to the Electronic Banking Department at 800-850-2568; or**
- **By notifying the Bank in writing to Colony Bank, ATTENTION: Electronic Banking, P.O. Box 989, Fitzgerald, Georgia 31750.**

I agree that I have the necessary software installed to receive my statement and other documents electronically via e-mail.

I understand that Colony Bank reserves the right to amend this disclosure (agreement) in any manner and at any time. If Colony Bank does so, the bank will give me at least ten (10) days advance written notice. The bank also reserves the right to terminate this agreement by sending a notice of such termination by first- class mail to my last known address on the bank's records.

I understand that I may withdraw my consent to receive my statement and other documents electronically by written notice to Colony Bank, ATTENTION: Electronic Banking, P.O. Box 989,

Fitzgerald, Georgia 31750 or send an e-mail message to the bank at ebanking@colonybank.com. The bank reserves the right to ten (10) days from receipt of notice to discontinue electronic delivery of documents. I understand there is no fee associated with the withdrawal of consent.

I understand that it is my responsibility to notify Colony Bank of changes to my mailing address for U.S. Mail delivery of all final statements and other account documentation, including but not limited to all year- end tax reporting documents to: Colony Bank , ATTENTION, Electronic Banking, P.O. Box 989, Fitzgerald, Georgia 31750.

I understand that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. I understand that Colony Bank cannot and does not warrant that all data transfers utilizing the Internet, or e-mail transmitted to and from Colony Bank, will not be monitored or read by others.

I understand that the security of my Password is my responsibility and that anyone who has access to my Password will be able to view my electronic statement and other notices. I further understand and agree to notify Colony Bank immediately if my Password should become compromised or known to individuals who are not authorized by me.

I understand that by accepting this agreement that I represent and warrant to Colony Bank that each individual authorized to access my accounts and information is hereby authorized to access this account information.

This agreement supplements all other agreements or disclosures related to your accounts, including the Deposit Agreement.

This agreement shall be governed by the laws of the United States and by the State of Georgia to the extent applicable. A determination that any provision of this agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

Bank shall not be responsible or liable for:

- **Consequential or incidental damages for negligent performance by Colony Bank**
- **Damages arising from unauthorized access to documents**
- **Any costs associated with updating, modifying or terminating required software or hardware**

IN WITNESS WHEREOF, with the intent to be legally bound hereby, the parties have executed this Agreement as of _____.

Client

By: _____

Title: _____

Colony Bank

By: _____

Title: _____