

Mobile Banking Terms & Conditions

By enrolling in Mobile Banking, you have requested us to send you information. By submitting your request, you agree that the information is not unsolicited and that Southern States Bank or any of its affiliates or service providers may send the information to you using various types of technology, including an automated dialing and announcing device, at any telephone number, including any cell phone number, or email address that you provide or have provided to us.

1. Introduction

This Paragraph provides additional information concerning the use of Southern States Bank's Mobile Banking Services. Southern States Bank is offering its Mobile Banking Services ("Service") to all of its retail and business customers having access to Southern States Bank Online Banking and using compatible data-enabled equipment such as a cellular phone or other recognized mobile device ("Eligible Mobile Device"). When a customer enrolls in Southern States Bank Mobile Banking the customer will be able to obtain account information and make various selected transactions using an Eligible Mobile Device. Southern States Bank's Mobile Banking consists of three separate services, one or more which can be selected by you:

- a. Downloadable Application: an application that is downloaded to your Eligible Mobile Device. This application, provided by a third party service provider, runs on your Eligible Mobile Device and allows you to sign on to the Service using an Eligible Mobile Device and to access and interact with your eligible Southern States Bank accounts.
- b. Text Message Alerts: enables you to have text message (also known as/ "short message service") versions of selected Southern States Bank Alerts delivered to your cell phone or mobile device as a text Message concerning your eligible accounts.
- c. Text Message Banking: provides the ability to send certain text message commands to Southern States Bank to obtain account balances or view account activity history concerning your eligible accounts.

2. Registration

You must first register for Southern States Bank Mobile Banking at your local branch. You agree to provide true, accurate, current and complete information as requested in registering for the service. You agree to comply with all applicable laws, rules, and regulations in connection with your use of the service. You agree not to use any personally identifiable information when providing shortcuts or creating nicknames for your eligible accounts.

3. Account Information

You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Service. By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content to us and our service providers through the Service, you are representing that you have the right to submit such information and are licensing that content to us and our service providers and permitting us and our service providers to use and store the content solely for the purpose of providing you the Service. By using the Service, you expressly authorize us and our service providers to access your account information on your behalf as your agent.

4. Software Usage

You agree that your use of the Southern States Bank Mobile service and all related software ("Software") provided to you by Southern States Bank will be limited solely to access and use

of the Service and agree not to decompile or reverse engineer or otherwise alter the Software in any way. Southern States Bank uses a third-party (“Licensor”) that is not affiliated with Southern States Bank to provide certain licensed Software to support the Southern States Bank Mobile Banking service.

5. Fees

Southern States bank does not currently charge a fee for using the Southern States Bank Mobile Banking service (Remote Deposit Anywhere Service Fees May Apply). However, your wireless telecommunications provider for your Eligible Mobile Device may impose extra fees in order to make such device data-capable and to exchange data between the Eligible Mobile Device and the Service. Further, if you subscribe to the Text Message Banking and Alerts service, standard text messaging (also referred to as SMS messaging) fees from your wireless telecommunications provider may apply. Please check with your wireless telecommunications provider before subscribing to the Service.

6. Lost Phone Policy; Limited Liability; Interruption of Service

In the event your enrolled mobile or cellular device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such devices. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

Southern States Bank provides its Southern States Bank Mobile Banking Service “AS IS” and “AS AVAILABLE” and without warranty or guarantee and Southern States Bank hereby disclaims and excludes in its entirety any and all implied warranties, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose or infringement regarding the Service and all other matters whatsoever. Your use of the Service is at your own risk. You acknowledge and agree that from time to time, the Service may be delayed, interrupted or disrupted periodically for an indeterminate amount of time due to circumstances beyond Southern States Bank’s control including, but not limited to, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used in conjunction with the Eligible Mobile Device you use to access the Service, or any interruption, disruption or failure in the provision of the Service, whether caused by strikes, power failures, equipment malfunctions or other reasons. Southern States Bank, its affiliates or a Licensor shall not be liable for any claim arising from or related to the Southern States Bank Mobile Banking Service caused by or arising out of any such delay, interruption, disruption or similar failure. In no event will Southern States bank or any affiliate, third party service provider or Licensor be liable for indirect, consequential or special damages, including lost profits, arising from your use of the Southern States Bank Mobile Banking Service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory.

7. Other

Please refer to other sections in this Online Banking Services Agreement for important information and terms and conditions concerning the use of the Mobile Banking service. Such other sections include, but are not limited to, Consumer’s Liability for Unauthorized Transfers; Terms and Conditions for Transfer Funds Service; and Online Bill Pay Service.

For customer service call:

Anniston - 256-241-1092

Birmingham - 205-877-0195

Opelika - 334-737-1092

Sylacauga - 256-245-6099

Monday - Friday: 8a.m. - 5 p.m. CT

8. Your Representation and Warranties

In addition to any other representations and warranties made by you in other sections of this Agreement, you make the following additional representations and warranties: (a) you will maintain and update the necessary anti-virus and security software on the device you use to access the Service to protect against unauthorized access to the Service; (b) you will take proper measures to secure your username and password and to prevent unauthorized access to the Service; and (c) you will only download the necessary applications to access the Service from websites or companies recommended by us in writing.

9. Remote Deposit Anywhere Service

The Bank's Remote Deposit Anywhere Service is a separate service available only to certain customers designated in writing and is designed to allow you to make deposits to your checking or savings accounts from your camera-enabled mobile device. Capturing check images and information and delivering the items and associated deposit information to the Bank or the Bank's third-party processor via a wireless connection.

Eligibility Requirements: The Customer must have internet banking to facilitate this service. The Customer must have an established banking relationship for 30 days.

Customer Acknowledgement: The Customer understands that any action taken pursuant to this agreement will be conducted by electronic means that complies with the operating and security procedures applicable to this service. The Customer affirms that the customer's act described in this agreement will be attributed to the customer and will constitute the duly authorized electronic signature of the customer.

Eligible Items: Cash and coins are not accepted through Remote Deposit Anywhere. You may deposit checks only through RDA; however, the following types are not accepted:

- U.S. Treasury Checks
- Cashier's Checks
- Money Orders
- Insurance Claim Checks
- Checks that are not payable in US Dollars
- Checks that are not drawn on a branch within the US borders

Availability of Funds: For Deposits made before 5:00 pm, funds will be available the next business day. For deposits made after 5:00 pm, funds will be available on the second business day. All items are subject to Southern States Bank Funds Availability Policy.

Disposal of Transmitted Items: Place an indication on the check that you have deposited the item. Verify the deposit on your monthly statement. Retain and store the item for a maximum of 30 days in a secure manner. After 30 days of presentment, shred the item.

Deposit Limits: All items deposited via the service are subject to bank review and/ or approval. The deposit limits set forth for personal customers is \$2,500.00 a day and \$5,000.00 per month. The deposit limit for business customers is customized and is based on the needs of the business customer.

Other provisions: You agree that the representations, warranties, agreements, and disclaimers of paragraphs 3, 4, 5, 6 and 8 above applicable to the Mobile Banking Services apply to the Remote Deposit Anywhere Service with the same force and effect as if they were set forth in this section 9.

10. Change in Terms

This agreement is subject to change from time to time. We will notify you of any material change, including fees, via email, text/ statement message, or on our website. Your continued use of the service will indicate your acceptance of the revised agreement. Further, the bank reserves the right, in its sole discretion, to change, modify, add or remove portions from the service.

11. Termination

Either party may terminate this agreement at any time and for any reason. This agreement shall remain in full force and in effect unless and until it is terminated by us. Without limiting the foregoing, this agreement may be terminated if you breach any term of this agreement, if you use the service for any unauthorized or illegal purposes or you use the service in a manner inconsistent with other related agreements with us.

12. Security Procedures

Customer agrees to comply with all written instructions, letters or other directives from Southern States Bank with respect to Southern States Bank's requirements for security procedures. All checks should be destroyed 30 days after capture date, User Names and Passwords should not be shared, all captured images should be kept in a secure location.

13. Fees

Refer to Southern States Bank Schedule of Fees.

14. Transmission Restrictions

Customer agrees that they will not initiate an electronic check capture unless it is in possession of the corresponding unpaid and uncanceled original check or substitute check that is payable to customer or endorsed to customer or is blank. Customer will retain the original check or legible copy of the check for at least 30 days, and upon Southern States Bank's request, will promptly furnish Southern States Bank a legible copy or image of the original check or substitute check sufficient to allow Southern States Bank to discharge its duties and obligations under Check 21 and the UCC in a timely manner.

15. Detecting Errors

Southern States Bank is not responsible for detecting any errors contained in any electronic data.

16. Collection of Checks

Southern States Bank is providing an electronic service for the presentment of checks only and is not responsible if any account on which a check is drawn has an insufficient balance of available funds to pay the check.