

MasterCard® Constant Cash Cardholder Agreement of Terms & Conditions

By accepting and using a Northwest Georgia Bank MasterCard® Constant Cash Family-Teen Card ("Card"), or by allowing a Teen child to use a Card, you agree to be bound by the terms and conditions contained in this agreement, which will govern your use of the Card account. In this agreement, "Card" means all Northwest Georgia Bank MasterCard® Constant Cash Family-Teen cards issued by Northwest Georgia Bank, who maintains your Northwest Georgia Bank MasterCard® Constant Cash Family-Teen account. "You" and "Your" means the person(s) who have established the Card account. "Teen" means a person of at least 13 years of age who you have authorized to use the Card. Use of the Card by anyone who is not at least 13 years of age negates any liability Northwest Georgia Bank may assume for unauthorized use. You represent that the Teen you have set up for a Card is at least 13 years of age. "We", "Us", and "Our" mean Northwest Georgia Bank. Please read this agreement carefully and keep it for future reference.

Card Description

The Card is a proprietary form of MasterCard® stored value Card. The Card accesses a special account you have opened on behalf of the Teen, who is authorized to use the Card to access the funds in such account. The Card is not directly linked to any other checking or credit card account. The card is not a credit card. No interest will be paid on the balance transferred to the Card account and such balance is not FDIC insured. In conjunction with the Card and the rules associated therewith, you may be eligible to have a Card issued and monies funded into the account accessed by the Card. You will notify us of the name, age, relationship, and address of any Teen you authorize to use the Card. Each Teen must have a separate Card account established. You are required to maintain a checking account with us. If applicable by law, we may ask you to provide acceptable identification.

Using Your Card

You and the Teen are able to use the Card to:

- Pay for purchases at merchants who display the MasterCard® logo, and have agreed to accept the Card ("point-of-sale" or POS transactions).
- Perform transactions at automated teller machines (ATMs).
- Access our on-line services to obtain account balances and review recent account history.
- Access our telephone customer support listed below.

Neither you nor the Teen may transfer the cash balance available on the Card to another check or credit card. Should you wish to close the Card account, you may transfer the balance back to the Parent account. Prior to such a transfer, all transactions on the Card must be cleared, which could take up to 10 business days. Once you notify us of your intention to close the Card, the Card cannot be used for any transactions, and will be placed in a frozen status.

Use of the Card, the PIN, and Terminals

The Teen will be provided with a Personal Identification Number (PIN), which will allow the Teen to use the Card at ATMs. The Card and PIN are provided for your and the Teen's use and protection, and you and the Teen agree:

- not to disclose the PIN or record it on the Card, or otherwise make it available to anyone else;
- to use the Card, the PIN, and any ATM or POS terminal as instructed;
- to promptly notify us of any loss or theft of your Card or PIN; and
- to be liable for any transactions made by a person you or the Teen authorize or permit to use your or the Teen's Card and/or PIN. If you or the Teen permit someone else to use the Card, we will treat this as if you have authorized this person to use the Card and you will be responsible for any transactions initiated by such person with the Card.

Some merchants such as restaurants, hotels and rental companies may authorize your Card for more than the transaction amount in order to cover any anticipated gratuities, incidental charges or deposits. If such authorization is greater than the balance available on the Card, it is possible that the Card may be declined. For similar reasons, Cards cannot be used at an automated gas pump that accepts credit cards. You may use the Card at any gas station that accepts MasterCard®, but you must pay the attendant inside.

You may add value to the Card at any time using a credit card or debit card. Transfers to the Card will cause monies to be funded into the Card account and be available for use to make designated transactions. Transfers from the Parent account that are approved will become available for use by the Card on the business day such transfer was made.

The maximum card value that may be added to the Card at any given time is \$2,500.00. If the Card has \$2,500.00 available for purchases or cash withdrawals, additional amounts may not be added to the Card.

The minimum value that may be added to Your Card is \$20.00.

No more than \$400 per day within 24-hour period may be withdrawn using the card at an ATM.

When you use the Card to obtain goods or services or to obtain cash, the merchant may attempt to obtain preauthorization from the Card account for the transaction. A three (3) day hold will be placed on the Card account for the amount of the preauthorization request. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, and the hold may remain on the account until three (3) days have expired.

Payment

Each time you or the Teen uses the Card, the amount of the transaction will be debited from the account associated with the Card. You are not allowed to exceed the funded balance available on the Card by any individual or series of purchases. Nevertheless, if either you or the Teen makes a purchase that exceeds the balance on the Card (an "overdraft"), you shall remain fully responsible for the amount of the purchase or withdrawal that exceeded the balance available on the Card. We reserve the right to automatically deduct such overdrafts from current or future transfers of funds to the Card.

You agree to immediately forward payment to us for each transaction that exceeds the available account balance on the Card. You agree that we may initiate a transfer from the Parent account for the amount of any such negative balance.

Service Charges

You agree that the following fees and service charges apply to the Card account and may be charged to the Card account or Parent account (as specified below for each fee). You authorize us to deduct the charge from the Card account or make a draw against the Parent account, as applicable.

There is no enrollment fee, however, there is a charge of \$5.95 for every new card ordered. This includes standard shipping. Higher charges may apply for express delivery.

In the event that the Card is reported lost or stolen, a Card replacement fee of \$7.00 will be assessed to the Card account if we issue a new Card number and Card. This fee will be assessed as a "Lost/Stolen Fee" and will be shown as such on your statement. If you or the Teen request a replacement Card for any other reason (e.g. a damaged card), the Card replacement fee will be assessed to the Parent account as a Purchase and will be shown as such on your Parent account statement.

An overdraft fee of \$29.00 will be assessed to the Card account for each transaction over the available account balance in the Card account. This fee will be assessed as an "Overdraft Fee" and will be shown as such on your statement for the Card account.

An ATM fee of \$1.00 will be assessed to the Card account for each transaction at any ATM. This fee will be assessed at the time of the transaction, and is in addition to the fee charged by the owner of the ATM. The ATM owner must disclose any fee(s) they charge for each ATM transaction before you complete the transaction.

A \$1.85 fee will be charged to the Parent account each time money is added to the Card.

Should a funding transaction be returned from the Parent account for insufficient funds, a return fee of \$29.00 will be assessed to the Parent account.

A \$2.00 fee will be charged to the Parent account if there are no value loads, purchases, or ATM transactions for more than 180 days. The fee will be charged each month the card remains inactive. If there is no more value remaining in the account, your card may be closed.

A check issuance fee of \$5.00 will be charged if you wish to receive a refund of the remaining balance on the card in the form of a check. The fee will be deducted from the balance on the Card before sending you the remaining balance.

Your monthly statement is available online for free at <http://secure.pulseaccess.net/NWGeorgiaBank/consumer/>.

You may contact us at 1-706-965-3000 Monday thru Friday, 9 a.m. to 4 p.m. (EST) excluding federal Holidays. Long distance charges may apply. For

a fee of \$0.50 per call, you may also access an Interactive Voice Response Unit at 1-800-856-5260.

Verification of Transactions

You and the Teen are entitled to receive a transaction record or receipt at the time you or the Teen completes any transaction using the Card at an electronic terminal or ATM.

Failure to Complete Transactions

We accept no liability to complete any transaction for which adequate funds have not been supplied by you according to the rules of the Card.

Likewise, we accept no responsibility for funding delays that are the result of late receipt of funding payments by you to the Card.

We are not responsible if you or the Teen do not have enough money in the Card account to complete a particular transaction. You or the Teen may, however, split the purchases between the Card and another credit or debit card or cash. If you or the Teen are uncertain as to the exact balance available on the Card, please review the account online, call the Northwest Georgia Bank Customer Service at 1-706-965-3000, or access the Interactive Voice Response Unit at 1-800-856-5260 to verify your balance prior to attempting to make a purchase.

Disputes, Returns, and Refunds

You and the Teen agree to settle all disputes about purchases made using the Card with the merchant who honored the Card.

If you or the Teen is entitled to a refund for any reason for goods or services obtained with the Card, you and the Teen agree to accept credits to the Card account in place of cash.

Foreign Transactions

If you or the Teen make a transaction in currency other than U.S. dollars, MasterCard® will convert the charge or credit into a U.S. dollar amount. The conversion rate will be determined under MasterCard® regulations and may include a margin and/or fee charged directly by MasterCard®. The conversion rate on the processing date may differ from the rate on the date of the transaction. Pursuant to applicable federal law, you may not be able to use the Card for transactions with or in countries as established by the United States Department of the Treasury's Office of Foreign Assets Control.

Your Liability for A Lost or Stolen Card or Unauthorized Transactions

You are liable for all transactions that occur on the Card until you report that the Card is either lost or stolen. You may contact us by calling 1-706-965-3000 by writing to the following address: Northwest Georgia Bank Bankcard Department, P.O. Box 789, Ringgold, GA 30736.

TELL US AT ONCE IF YOU OR THE TEEN BELIEVE THE CARD HAS BEEN LOST OR STOLEN. TELEPHONING IS THE BEST WAY TO KEEP YOUR POSSIBLE LOSSES DOWN. IF YOU OR THE TEEN BELIEVE THAT THE CARD HAS BEEN STOLEN, OR THAT SOMEONE HAS TRANSFERRED OR MAY TRANSFER MONEY FROM THE ACCOUNT WITHOUT YOUR OR THE TEEN'S PERMISSION, CALL US AT 1-706-965-3000. IF YOU FAIL TO NOTIFY US PROMPTLY AND YOU, OR THE TEEN, ARE GROSSLY NEGLIGENT OR FRAUDULENT IN THE HANDLING OF THE CARD, YOU COULD LOSE ALL THE MONEY ON THE CARD.

If the statement shows transactions that neither you nor the Teen made, you must notify us at once. If you do not notify Us within 60 days after the statement was made available to you, you may not get back any money you lost if:

- We can prove that we could have stopped someone from taking the money, if you had told us in time and
- You are grossly negligent or fraudulent in the handling of your Card.

If Your Card has been reported lost or stolen, we will close the account to prevent further losses.

Information About Your Right to Dispute Errors

In case of errors or questions about transactions arising from the use of the Card TELEPHONE us at 1-706-965-3000, or WRITE us at Northwest Georgia Bank Bankcard Department, P.O. Box 789, Ringgold, GA 30736 as soon as you can. We must hear from you no later than 60 days after the

date of the transaction in question.

- Tell us your name, address, phone number, and Card number.
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send your complaint or question in writing within 10 business days. Your inquiry will be acknowledged within 30 days, unless the error has been corrected by then. Within 90 days, the error must be corrected or you will receive an explanation of why it is believed that the transaction is correct. If you need more information about error resolution procedures, please call us at 1-706-965-3000.

In case of errors or questions about electronic transactions on the Card, call 1-706-965-3000, or write to Northwest Georgia Bank Customer Service, PO Box 789, Ringgold, GA 30736 as soon as you or the Teen can, if you or the Teen think the statement or receipt is wrong or if you or the Teen need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after the transaction in question has been made available to You on the online statement.

The following information must be contained in that notice:

- Your and the Teen's name, and the Card account number.
- Description of the error or the transaction you or the Teen are unsure about and an explanation as clearly as possible of why you or the Teen believe it is an error or why you or the Teen need more information.
- The dollar amount of the suspected error.

If you or the Teen tell us orally, we require that you send us your complaint or question in writing within 10 business days.

Generally, we will tell you the results of our investigation 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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will re-credit the Card account within ten (10) business days for the amount you think is in error so that you or the Teen will have use of the money during the time it takes us to complete our investigation. Because we ask you to put your complaint or question in writing, if we do not receive written confirmation of your oral notice within 10 business days, we will not re-credit the account. If notice of an error involves an electronic funds transfer that was initiated other than in any state, territory or possession of the United States, the District of Columbia, the Commonwealth of Puerto Rico, or any political subdivision of any of the above; or involves an electronic fund transfer resulting from a POS debit card transaction, the applicable time periods for action shall be twenty (20) business days in place of the ten (10) business days and ninety (90) calendar days in place of the forty five (45) calendar days.

If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of documents that we used in our investigation.

MasterCard® Zero Liability

Zero liability applies when all Card accounts are in good standing, cardholders have exercised reasonable care in safeguarding the card(s), and when a cardholder has not reported two or more unauthorized events in the past twelve months. Zero liability does not apply to transactions outside of the U.S. region or if a PIN is used as the cardholder verification method for the transaction.

Disclosure of account information to third parties.

We may disclose information to third parties about your Card or the transactions you make: to complete transactions; to verify the existence and condition of your Card to a third party; to utilize services of third parties and affiliate entities who assist us in providing the Card and related services; to comply with government agency rules or court orders; to collect, if you owe us money, or if there are legal proceedings in connection with your Card, to protect against potential fraud and other crimes; or when otherwise permitted by law.

Stop payments and preauthorized transactions.

You understand and agree that payments may not be stopped on any individual transaction using the Card.

Amendment/Cancellation.

We may, at any time, change or repeal these terms and conditions. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. You specifically agree to accept such notice of change by notice sent to the last electronic mail address you have provided to us or posted at the Northwest Georgia Bank MasterCard® Family-Teen website. However, if the change is made for security purposes, we can implement such change without prior notice. Should you decide that you no longer agree to accept changes or notices electronically, we may cancel or suspend this agreement or any features or services of the Card described herein at any time. The Card remains our property. You can notify us by: 1) secure e-mail at <http://www.nwgb.com> or, 2) writing to us at Northwest Georgia Bank Customer Service P.O. Box 789, Ringgold, GA 30736. We may cancel your right or the right of the Teen to use the Card at any time. You may cancel this agreement by returning the Card to us. Your termination of this agreement will not affect any of our rights or your obligations arising under this agreement prior to termination.