

MOBILE BANKING AGREEMENT
AND
SPECIFIC DISCLOSURE INFORMATION REQUIRED BY FEDERAL LAW

You certify that you have legal capacity to enter into this Agreement under applicable law. As used in this Agreement for Mobile Banking services, the following words are defined as shown below:

- Account(s) means your eligible American Patriot Bank checking, savings, loan, or other American Patriot Bank products that may be accessed through Mobile Banking.
- Agreement means this *Mobile Banking Agreement And Specific Disclosure Information Required By Federal Law*.
- Device means a supportable cellular phone or other mobile device that is web-enabled and installed with software permitted by us that you have downloaded in order to conduct Mobile Banking transactions.
- Mobile Banking means the banking services accessible by you from the device you have registered with us.
- Online Banking means the banking services from American Patriot Bank accessible from a computer.
- You and Yours means each person authorized to access your account(s) who applies for the Mobile Banking service.
- We, Us, Our, and Bank means American Patriot Bank.

AGREEMENT

Except as otherwise required by law, rule or regulation, we may terminate or change the terms of this Agreement or fees from time to time. You may choose to accept or decline changes by continuing or discontinuing the use of Online Banking or Mobile Banking services. This Agreement contains the terms that govern your use of the Mobile Banking services. You may use Mobile Banking to access your accounts through the Online Banking or Device. By using Mobile Banking to access an account you are agreeing to the terms of this Agreement that supplements the terms and agreements of your Account(s) to which you have previously agreed.

When changes are made to this Agreement, we will notify you either by: (1) electronic mail if you have agreed to receive communication electronically or (2) physical mail at the address shown in our records. You agree to promptly notify us of any change to your address.

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control as it is applicable to Mobile Banking.

If any term, portion, or provision of this Agreement is determined to be illegal or invalid (or incapable of being enforced by any regulations, laws, or a court of law), such invalidation of such term, portion, or provision of this Agreement does not invalidate the remaining term, portion, or provision of this Agreement and it shall remain in full force and effect. Upon a determination that any term, portion, or provision is illegal or invalid (or incapable of being enforced), you and American Patriot Bank agree in good faith to modify this Agreement so as to effect the original intent of the parties to closely expressing the original intention of the invalid or unenforceable term or provision.

AVAILABILITY

Mobile Banking is available only to individuals and businesses already enrolled in our online banking service. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us.

We will use reasonable efforts to make Mobile Banking service available for your use at all times. We do not guarantee functionality of Mobile Banking services on all Devices, on all communications networks, in all geographic regions, or at all times. Your accessibility to the Mobile Banking service may be interrupted because of conditions beyond our control, such as Internet outages or for regular or emergency system maintenance. In the case of a disaster, the Mobile Banking services may be suspended to allow repairs to networks. Regardless, we are not liable or responsible to you for unavailability of Mobile Banking service, your ability to complete a transaction, or the availability of data services provided by your mobile carrier (such being as "out-of-range").

We may add, discontinue, modify, or reduce Mobile Banking services at any time, at which time we will provide reasonable notice of a cancellation or reduction of services to you as appropriate or required by law. You agree to delete all such software promptly from your Device if this Agreement is terminated for any reason.

USE

You agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal or unacceptable (see Limitations On Frequency And Dollar Amount Of Transfers below under SPECIFIC DISCLOSURE INFORMATION REQUIRED BY FEDERAL LAW).

Your secret code (PIN) will give you access to your accounts via Mobile Banking. You accept total responsibility for your PIN and any other code, password, or other means of identification we may provide to you and agree to keep them confidential and secure, and to follow all provisions of this Agreement related to security. You further agree to immediately notify us or select a new PIN if you believe your PIN may have become known to an unauthorized person. We may suspend or cancel your PIN even without providing notice.

If you wish to contact us through Mobile Banking, we do not recommend you use conventional e-mail, which may not be a secure method of contacting us over the Internet. Instead, we suggest you contact us through the online banking section of our website that is a secure method of communication.

Mobile Banking may not be available for use in locations outside of the United States and accessing Mobile Banking from locations outside of the United States is at your own risk and may not be secure.

WARRANTY

YOU AGREE THAT YOU WILL NOT HOLD US LIABLE FOR ANY DAMAGES RESULTING FROM A RECEIVER'S DECISION TO ACCEPT OR NOT TO ACCEPT A PAYMENT MADE THROUGH THE MOBILE SERVICE. MOBILE BANKING SERVICES AND SOFTWARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, OR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. YOUR USE OF THE MOBILE BANKING SOFTWARE AND MOBILE BANKING SERVICES, AND ANY MATERIAL OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED VIA MOBILE BANKING, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

ADDITIONAL TERMS AND CONDITIONS IN RELATED AGREEMENTS WITH US

You also agree to the following by enrolling for Mobile Banking or by using the service:

- You may not gain, or attempt to gain, access to any Mobile Banking and/or related server, network, or data not specifically permitted to you, and you must not include any obscene, libelous, scandalous or defamatory content in any communications.
- We are not responsible for any electronic virus that you may encounter using Mobile Banking. We encourage you to use reliable virus protection product to detect and remove viruses. We do not endorse products or services offered by any company or person linked to Mobile Banking nor are we responsible for any software or the content of any information published on the website of any third party. You should take precautions when downloading files from websites to protect your Device and data from viruses and other destructive programs.
- You indemnify, defend and hold harmless American Patriot Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this Agreement.
- We may assign our rights and/or delegate all or a portion of our duties under this Agreement to a third party. We may also assign or delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign this Agreement to any other party.
- We shall not be responsible for any attempted use of Mobile Banking on equipment or for transaction errors or failure resulting from the malfunction or failure of the Device or peripheral equipment you use. In no event shall we be liable for any loss, damage or injury from whatever cause, nor shall we be liable for any direct, indirect, special or consequential damages arising from or connected in any way with the use or maintenance of the Device or peripheral equipment you use.
- You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person.

- If you transmit check images to us, you agree to retain the original check for a period of at least 30 days. You agree to store the check securely in which only you or persons you have authorized have access to the checks, and the checks cannot be deposited nor scanned and transmitted through another remote deposit capture service. You agree to destroy the original check after 30 days using a paper shredder. You agree to furnish us the original check upon request. If you request, you must provide us any checks requested during this 30-day period.
- You agree that you will not deposit the original check with us or any other entity, including through any another remote deposit service, if the Original Check has already been submitted and accepted for deposit into your account with us.

SPECIFIC DISCLOSURE INFORMATION REQUIRED BY FEDERAL LAW

The following disclosures are provided to you in accordance with federal law.

SERVICES

Through Mobile Banking, you can manage eligible accounts from your Device. Mobile Banking can be used to conduct any of the following on-line financial transactions:

- Obtain balances and transaction histories on all eligible accounts including your checking, savings, and loan (accounts) enrolled in Mobile Banking (All account balances and transaction histories reflect activity through the close of the previous banking day);
- Transfer money between your checking and savings. (The number of transfers you can make from account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires);
- Transfer money to pay us for overdraft protection, consumer loans, home equity loans, or certain other eligible loans;
- Transfer funds from your eligible accounts to United States merchants in payment for goods and/or services,
- Transfer funds between United States financial institutions or between individuals with a United States address that are eligible and have agreed to accept your Device.
- Pay bills directly by Mobile Banking from your checking and savings accounts in the amounts and on the days you request.

In addition to this Agreement, all transfers made by use of your Device and secret code are subject to the terms and conditions contained in the signature cards and the applicable customer agreement for your account or accounts. This Agreement is made as part of that customer agreement. We may, from time to time, introduce new on-line financial services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

LIMITATIONS ON FREQUENCY AND DOLLAR AMOUNT OF TRANSFERS

Subject to your mobile service provider permitted transactions, transfers are limited regarding the following:

- Any account that requires two or more signatures to make withdrawals, transfers or other transactions is not eligible for Mobile Banking.
- Transfers and bill payments are limited up to a daily limit based on the available balance in your accounts.
- Transfers from a money market deposit account or a savings account to another account or to third parties by pre-authorized, automatic, or telephone transfer are limited to six per month (including by check, debit card, or similar order to third parties).

There are types of payments that may be prohibited or declined through Mobile Banking or by Federal or applicable law. These payments include but not limited to (of which we may, but may not be required to, monitor, block, or reverse):

- Payments that violate any law, statute, ordinance or regulation.
- Payments to or from persons or entities located outside of the United States and its territories; and
- Payments related to activities such as:
 - taxes or court-directed payments,
 - terrorism or terrorist financing,
 - money-laundering,
 - controlled substances,
 - assisting in illegal activity;
 - gambling, whether or not gambling is legal in any particular jurisdiction
 - illegal sexually-oriented products,
 - the promotion of hate, violence, defamation, offensiveness, obscenity, indecency, vulgarity, or harassment,
 - schemes (such as pyramiding, ponzi, exploitation, credit repair, stored-value/check cashing/currency exchanging),

- infringement of copyrights, patents, trademarks, trade secrets or other proprietary rights or rights of privacy,
- the sale of counterfeit or stolen items, including but not limited to, use of Mobile Banking to impersonate another person or entity,
- interfering with or disrupting the use of Mobile Banking by any other user,
- use of Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others; or
- interfering with or disrupting computer networks connected to Mobile Banking.
- making high-risk transactions in any geographic high-risk jurisdiction .

FEES

- We do not charge fees or transaction fees for use of Mobile Banking at this time.
- Please refer to the applicable customer agreement and fee schedule for fees associated with your account(s).
- You may be charged fees by your mobile service or telephone provider, of which you should refer to your applicable agreements with or contact your mobile service or telephone provider. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your Device mobile service provider or telephone company.

Any fees incurred will be deducted from the account you have designated. Please see our latest fee schedule for our stop payment fee for each stop payment, or returned item fee or overdraft fee if incurred.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

SUMMARY OF YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFER TRANSACTIONS

Tell us AT ONCE if you believe your Device or secret code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your Device or secret code, you can lose no more than \$50 if someone used your Device or secret code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Device or code, and we can prove we could have stopped someone from using your Device or secret code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by the Device, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your Device or secret code has been lost or stolen or that someone has transferred or may transfer money from your account or accounts without your permission, call 423-636-1555 or write: Online Services, American Patriot Bank, 3095 E. Andrew Johnson Highway, Greeneville, TN 37745

BUSINESS DAYS

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

[You can usually access on-line financial services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Mobile Banking or on-line financial services may not be available due to system maintenance or reasons beyond our control. We do not warrant that Mobile Banking or on-line financial Services will be available at all times. When unavailable, you may use our telephone banking system, an automated teller machine ("ATM"), or one of our branch offices to conduct your transactions.]

SUMMARY OF YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

- (A) Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals. For purchases and cash advances using your Mobile

Banking, you will get a receipt from the merchant or financial institution for each transaction. You may not receive a receipt if the amount of the transfer is \$15.00 or less.

- (B) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 423-636-1555 to find out whether or not the deposit has been made. You will get a monthly account statement (unless there are no transfers in a particular month or if the only possible transfers are direct deposits. In any case you will get the statement at least quarterly.)
- (C) Periodic Statements. You will get a monthly account statement concerning your checking account and a monthly account statement covering your savings account unless there are no transfers in a particular month to or from your savings account. In any case, you will get the statement covering your savings account at least quarterly.

RIGHT TO STOP PAYMENT

- (A) Payments processed electronically cannot be stopped after your account has been debited. However, if necessary, you may request a stop payment order be placed on paper checks issued for Online Bill Payments.
- (B) Right To Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
Call us at 423-636-1555 or write us at Online Services, American Patriot Bank, 3095 E. Andrew Johnson Highway, Greeneville, TN 37745 in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. (Please see our latest fee schedule or call 423-636-1555 for our stop payment fee for each stop payment.)
- (C) Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- (D) Liability For Failure To Stop Payment Of Preauthorized Transfers. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

SUMMARY OF OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages as provided by federal law. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire, flood, network or system down time, improper transmission or handling by a third party) prevent the transfer, despite reasonable precautions that we have taken.
- (6) If the funds in your accounts are subject to a court order or other restriction preventing the transfer.
- (7) If a merchant or financial institution fails to accept the Device, code, or its instructions
- (8) If you have not provided the correct information, including but not limited to the correct account information, or the correct name and address or phone number of the receiver to whom you are sending a payment;
- (9) If you, or anyone you allow, commits fraud or violates any law or regulation;
- (10) If your account is closed or has been frozen; and/or
- (11) There may be other exceptions stated in our agreement with you.

If we are unable to complete the transaction for any reason associated with your account(s) (for example, you do not have enough money in your account to make the transfer), the transaction may not be completed. In some instances, you may receive a return notice from us. In each such case, you agree that: (a) You will reimburse us immediately upon demand the transaction amount that has been returned to us and for any fees or costs we incur in attempting to collect the amount of the return from you.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- (1) Where it is necessary for completing transfers, or
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (3) In order to comply with government agency or court orders, or
- (4) If you give us your written permission.

SUMMARY OF OUR ERROR RESOLUTION PROCEDURE

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at 423-636-1555

Or

Write us at:

Online Services, American Patriot Bank, 3095 E. Andrew Johnson Highway, Greeneville, TN 37745

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.