

## **First South Financial Online Banking Disclosure**

### **Account Access:**

You may access your account using First South Financial's online banking any time, seven (7) days a week, 24 hours a day using standard computer software through the internet at [www.firstsouth.com](http://www.firstsouth.com). While First South Financial makes every effort to maintain reliable access to our online services, periodic downtime for system maintenance is necessary.

### **Withdrawals by check:**

You may withdraw funds from your account or request a credit line advance by check. All check withdrawals will be made payable to the primary account holder and mailed only to the address on file.

### **Periodic Statement:**

You will receive a statement based on the types of accounts you hold with us and the activity of those accounts.

### **Errors:**

In case of errors on your electronic transfers, you may contact us at:

First South Financial  
6445 Stage Road  
Bartlett, TN 38134  
901.380.7400 or 1.800.872.372)

Web site: [www.firstsouth.com](http://www.firstsouth.com)

E-mail: [mail@firstsouth.com](mailto:mail@firstsouth.com)

We must hear from you within 60 days after we went the first statement on which the problem or error appeared. We will need the following information: 1) your name and account number, 2) a description of the error or transfer about which you are unsure, 3) the dollar amount of the suspected error. If you tell us orally, we may request that you send your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete our investigation. We may impose a charge to your account to recover our investigation expenses if no error occurred.

### **Business days:**

Our business days are Monday through Friday, excluding holidays.

### **Your Liability:**

You must tell us at once if you believe your password has been lost, stolen or otherwise compromised. Telephoning is the best way of keeping your personal losses down. If you then tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your password without your permission. If you do not tell us within two (2) business days after you learn of the theft or loss of your password and we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have prevented the loss if you had told us.

### **To report a lost or stolen password:**

If you believe your password has been lost, stolen or otherwise compromised or that someone has or may make an unauthorized transfer, loan advance, or withdrawal from your account, call 901.380.7400 or 800.872.3728 or write:  
First South Financial  
6445 Stage Road

Bartlett, TN 38134

**Liability for failure to make transfers and/or withdrawals:**

If we do not complete a transfer, loan advance, or withdrawal 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 resulting from this failure to act.

However, there are some exceptions. We will not be liable:

- If through no fault of ours, you do not have available funds to make the transfer and/or withdrawal
- If the system was not working properly and you knew of the breakdown when you started the transaction
- If the online banking system fails to perform your transaction due to a mechanical or software malfunction beyond our control
- If your account is flagged for a lost/stolen password, or unauthorized transaction on the account
- If circumstances beyond our control, such as fire or flood, prevent the transaction despite reasonable precautions we have taken
- Any other exceptions related to other agreements we may have with you

**Termination or amendments:**

Access to online banking maybe denied or terminated at any time. If your access to online banking is denied or terminated, you will be notified in writing as to the reason. We may amend the terms of this agreement after required notification.

You may cancel this agreement at any time by notifying First South Financial in writing. In that event, all rights and obligations for any transaction(s) that occurs before we receive notice of cancellation shall be determined by this agreement.

**Miscellaneous:**

All credit for items are provisional and accepted subject to the provisions of the Uniform Commercial Code. Except as governed by Federal Law, this agreement shall be construed and governed in accordance with the laws of the state of Tennessee.

**Account Information:**

We may disclose information to third parties about your account or the transactions you make when it is necessary for completing transfers or, in order to verify existence and condition of your account for a third party such as a credit bureau or merchant, or in order to comply with government agency or court orders, or if you give us written permission.

**Transfer charges:**

We will not charge you any special fees for using our online banking service or for any electronic funds transfer services other than our normal charges for accounts. We do however reserve the right to institute charges in the future.

**Limitations:**

This institution has the right to limit the frequency or amounts of withdrawals.

**A word about security:**

Your account cannot be accessed without a valid registered username and password. Usernames cannot be longer than 12 characters and passwords cannot be longer than 10 characters in length. Do not give out your password. When an invalid password is attempted several times, the system disables online banking access to your account. For your protection, you may need to contact us to reactivate service. Regulation E limits your liability on unauthorized electronic transactions.