

TERMS AND CONDITIONS

PLEASE REVIEW THE DISPUTE RESOLUTION SECTION AND THE JURY TRIAL WAIVER/CLASS ACTION WAIVER SECTIONS IN THEIR ENTIRETY, WHICH ARE SECTIONS 22 AND 23 OF THIS AGREEMENT. THOSE SECTIONS INCLUDE, WITHOUT LIMITATION, PROVISIONS WHEREBY YOU AGREE TO: (1) RESOLVE DISPUTES THROUGH BINDING ARBITRATION, (2) WAIVE YOUR PARTICIPATION IN CLASS ACTIONS, (3) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (4) WAIVE OTHER RIGHTS WHICH YOU MIGHT HAVE UNDER THE LAW. YOUR ACCEPTANCE OF THIS AGREEMENT INCLUDES YOUR ACCEPTANCE OF THOSE PROVISIONS, PLUS THE ADDITIONAL PROVISIONS OF THE DISPUTE RESOLUTION SECTION AND JURY TRIAL/CLASS ACTION WAIVER SECTION.

1. The Bank is authorized to check the credit and employment history of each depositor and to regularly answer questions and provide information to others, including credit bureaus and the like, about the Bank's credit experience with each depositor. Depositor understands and agrees the Bank may disclose information relating to Depositor's deposit account(s) and loan(s) with Bank as authorized by the Bank's board of directors or as otherwise allowed by law.

2. In receiving items for deposit or collection, the Bank acts only as depositor's collecting agent and assumes no responsibility beyond the exercise of ordinary care as defined in Section 3 below. All items are credited subject to verification and to final payment in cash. Deposits and payments made via automated teller machines (ATMs) will not be immediately available for withdrawal, except upon a limited basis and subject to Section 25. Deposits and payments accepted at any Capital City Bank Night Depository or ATM will be credited only for the actual contents as determined by our associates regardless of what is stated on the transaction ticket. The Bank will not be liable for default or negligence of its duly selected correspondents nor for any losses in transit. Each correspondent so selected shall not be liable except for its own negligence. The Bank or its correspondents may send items, directly or indirectly, to any bank, including the payor, and accept its draft or credit as conditional payment in lieu of cash. Items and their proceeds may be handled by the Federal Reserve Bank in accordance with applicable Federal Reserve Rules and by this Bank or any correspondent in accordance with any common bank usage, with any practice or procedure that the Federal Reserve Bank may use or permit another bank to use, or with any other lawful means. The Bank may charge back any time before final payment, whether returned or not, and also any item drawn on this Bank not good at close of business on the day deposited.

3. This Bank in no case shall be responsible for or be subject to any liabilities to depositor other than those imposed upon it by law for its own lack of good faith or its own failure to exercise ordinary care. The obligation to exercise ordinary care in handling of items, including stop payment requests, shall be measured by the standard of the reasonableness of the procedure established for the transaction involved, and mere clerical error, inadvertence, or oversight without malice, or an honest mistake of judgment, shall not be or constitute as to any transaction a failure to perform such obligations or a failure to exercise ordinary care and in no case shall be deemed wrongful.

4. The Bank may refuse any deposits. The Bank may refuse payment of any check drawn on the account other than a check which has been purchased from or approved by the Bank. The Bank has no obligation to accept or honor items drawn on the Bank that are not commercially reasonable. To be commercially reasonable, among other things, an item must be legible, properly made, capable of being microfilmed or machine reproduced, capable of being handled at a reasonable cost, and not written with disappearing or erasable script such as pencil.

5. In the event the Bank handles items which are not commercially reasonable, depositor hereby relieves the Bank of any liability should the item be lost, destroyed, or otherwise damaged in the process of collection, return, payment, dishonor or the like, and agrees to indemnify Bank for any liability incurred.

6. The Bank shall not be obligated to take notice of or honor any condition placed on items by depositor or any person (such as "void after 90 days," "not valid over \$500," or any item bearing future date) other than the amount and payee. Depositor is prohibited from placing such conditions on items. The Bank may pay such items without regard to such conditions and such will constitute ordinary care.

7. Any item received after the Bank's regular closing hour shall be deemed received the next business day. The Bank shall not be deemed to have received items sent by mail until this Bank has received actual delivery of the same from the United States Post Office.

8. Except as provided in the last sentence of this Section, each Depositor (individually or jointly) agrees the Bank may recover any debt which any Depositor owes to the Bank by exercising the Bank's right of set-off against any general deposit account in which depositor has an ownership interest (unless that interest is as a trustee or other fiduciary). The right to set-off applies regardless of: (a) whether such debt now exists or is hereafter contracted or acquired by the Bank, (b) whether such debt is direct or indirect, secured or unsecured, joint or several, is mature or in default (whether a default in payment or other type of default), and (c) whether the depositor is the maker, endorser, guarantor, or is obligated on the debt in some other capacity. The set-off may be in an amount up to the amount of the total debt which the depositor owes to the Bank, including without limitation principal, interest, the Bank's reasonable attorneys' fees, and expenses. This set-off may be made without demand on, or advance notice to, any depositor and without any other formality. This right of offset shall continue in full force unless it is specifically waived or released by the Bank in writing. The Bank's right of setoff shall not be deemed waived by any conduct of the Bank, by any failure to exercise such right, or by any neglect or failure in so doing. This Section shall not apply to: (x) a debt owed on a credit card account incurred for consumer purposes or (y) Depositor's obligation to pay attorneys' fees, arbitrator's fees, and other costs which may be awarded to Bank in an arbitration award.

9. If the Bank receives any notice, claim, or court order which may affect this account, or if the ownership of or the signatories to this account become the subject of controversy, the Bank is authorized to withhold payment from this account until such controversy is finally adjudicated by a court of competent jurisdiction or Bank is satisfied the dispute is resolved. Bank will not be responsible for any damages which depositor may suffer as a result of Bank's refusal to allow withdrawals due to the dispute or demand. The Bank may charge to this account any expenses, including reasonable attorneys' fees, incurred in answering a legal summons or process of law in relation to this account or in connection with the resolving of any such controversy. In addition, depositor agrees to pay all expenses including reasonable attorneys' fees involved in the collection of fees, charges, overdrafts, or the enforcement of any other rights of Bank in relation to this account. Notwithstanding the foregoing, the Depositor's obligation to pay expenses (including reasonable attorneys' fees) in an arbitration shall be governed by Section 22 of this Agreement, and the Bank shall not charge to Depositor's account any expenses (including reasonable attorneys' fees) in connection with an arbitration unless and until such expenses (including reasonable attorneys' fees) are granted to Bank in an arbitration award and all appeals of such award are concluded.

10. Depositor may not stop payment on any cashier's or certified check. If depositor requests the bank to stop payment on any item, depositor agrees to furnish the Bank with a written order, signed by the depositor, which states the exact amount, date, number, name of payee and such other information pertaining to said item as the Bank may request, and failure to furnish such information shall relieve the bank of any liability for any payment made contrary to said request. If depositor furnishes the Bank with incorrect information which prevents the computer from identifying the check, the depositor agrees the Bank will not be liable to the depositor for paying the check on which the depositor wants to stop payment. Depositor agrees to reimburse the Bank for all expenses and loss resulting from refusing payment pursuant to his order, or if by reason of such payment other checks drawn by the depositor are returned unpaid because of insufficient funds. The Bank shall be under no duty to comply with any stop payment request, or any renewal or revocation thereof, unless same is received by the bank in writing during regular banking hours and in such manner as to afford the Bank a reasonable opportunity to act before the item is paid. Requests for stop payments, and renewals or revocations of such request shall also be subject to the terms and conditions set forth in the request form then in use by the Bank. When the time limitation of the stop payment request has expired, the Bank may pay the check without inquiry or notice to the depositor. However, any check which is presented later than six months from the issue date thereof may be refused by the Bank as stale dated.

11. Deposits need not be posted to accounts until the business day next following their receipt, and the Bank accepts no responsibility for payment of items presented the same day deposits are made unless there is a sufficient balance credited to the depositor's account to cover such items.

12. As to each joint account, each depositor agrees with the other or others and with the Bank that all sums heretofore or hereafter deposited to their account, with all accumulations thereon, are and shall be owned by them as joint tenants with right of survivorship and not as tenants in common, except as to joint depositors who are husband and wife, who shall own the account as tenants by the entirety. Each joint depositor is authorized to endorse for deposit or for collection any check or other item payable to or the property of the other or others, or some or all of them, and one or some of all of said joint depositors may be accepted by the Bank for deposit to this account without the personal

endorsement of any of said joint depositors. Any one of the authorized signators may write checks on or withdraw money from the account unless the signature card clearly requires more than one signature. For any type of account that can be pledged to the Bank as security for a loan, including accounts being designated as tenancy by the entirety accounts, all such accounts may be pledged, in whole or in part, by any one or more of the depositors, upon whose signatures withdrawals may be made from the account. Deposits with all accumulation thereon, made in the names of two or more persons, payable to either, or payable to either or the survivor, may be paid to, or pursuant to the order of, either or any of said persons, or to, or pursuant to the order of, the guardian of the property of any such person who is incompetent, whether the other or others be living or not and whether the other or others be competent or not, and the check or other order of payment of any such persons, or the receipt or acquittance of the person so paid, shall be valid and sufficient release and discharge to the Bank for any payment so made. Each depositor on a joint account agrees to be jointly and severally liable to Bank for and guarantee payment to Bank of the full amount of any overdraft or any deficiency on the account, regardless of whether said depositor knew about or participated in the transaction creating the overdraft or received funds or otherwise derived any benefit as a result of the overdraft.

13. The Bank will charge various account-related fees as set forth in the Bank's Products and Services brochure and Other Services and Fees insert. The Bank may deduct its fees from the Depositor's account. The Bank shall not be liable for dishonoring the Depositor's withdrawal orders if insufficient funds result from the deduction of the Bank's fees. If for any reason there are sufficient funds to cover some but not all of the Depositor's withdrawal orders, the Bank may pay those items in any order the Bank chooses. It is the Bank's usual practice to pay in the order of the highest to lowest dollar amount. This method may result in more overdraft and/or insufficient item fees. The Depositor acknowledges receiving a copy of the Bank's Products and Services brochure including the Other Services and Fees insert and consents to its terms. The brochure and insert may be amended as provided in Section 17 below.

14. The depositor's statement, with or without cancelled checks, will be ready for delivery on a date selected by the Bank and mutually agreed upon by the Bank and the depositor, provided the account has been active in the month preceding that date. The Bank, at its discretion, may at any time mail such statement to the depositor at the depositor's address as it appears hereon and the depositor agrees to assume all responsibility for the miscarriage of statements and cancelled checks so mailed, and if lost, to accept as correct the Bank's record of the account. It shall be the duty of the depositor to carefully examine the statement and canceled checks (if sent), and promptly report to the Bank, within a reasonable time not to exceed thirty days after the Bank mailed the statement, any errors, forgeries, alterations, missing items, or discrepancies. If no report is made within such time, the depositor agrees to accept the stated balance as correct and to assume responsibility for, and hold the Bank harmless by reason of the payment of any item reported in said account, and to release the Bank from all liability therefore. The depositor also agrees to return immediately to the Bank any checks which do not belong to him. If the account is a joint account, the Bank will not mail the statement to each depositor, but only to one depositor. If the depositors do not designate the person to whom the Bank should send the statement, the Bank will choose to whom to send it.

15. The Bank may close this account at any time after giving five days notice to depositor of its intention to do so and reserves the right to close any account due to non-usage (not less than 120 days) and charge a nominal closing fee (to the extent permitted by law). After notice is mailed, the Bank will not be liable for dishonoring any item drawn on such account when presented for payment. Upon the closing of the account, Bank may, but does not have to, mail depositor a check for the balance of the collected funds in the account. A written notice and a check, if any, will be sent to depositor's last known address as reflected on Bank's records, without liability for safe delivery. If the account is a joint account, a notice and a check, if any, may be sent to any depositor to whom the Bank elects to send it.

16. Alternatively, and not withstanding any provision in Section 15 above, the Bank may, in Bank's discretion, close any account in the case of fraud or when the account has had a zero balance for a period of 30 consecutive days, without notice to any depositor.

17. The terms of this Agreement, including the Products and Services Brochure, Other Services and Fees, and the Disclosures, may be amended from time to time by the Bank. The amendment will be accomplished by mailing written notice to you. The notice may be included in or on your account statement. If there is more than one Depositor, then the Bank will only send the notice of change to one Depositor. You may reject the change(s) by closing all of your deposit accounts with the Bank within sixty (60) calendar days after the notice of change is given to you. Notice will be deemed given three (3) business days after it is mailed to the most recent address which the Bank has in its file for at least one of the Depositors. Continued use of any or all of your deposit account(s) following the sixty (60) day period constitutes your acceptance of the changes. You will not be charged fees or penalties for closing your deposit account(s) if, during the sixty (60) day period, you deliver to the Bank a written statement instructing the Bank to close all of your deposit accounts because you wish to reject the changes to the Agreement. This Agreement supersedes any prior agreements, representations or understandings you may have had with the Bank or with any previous financial institution with respect to your deposit account(s), whether made orally or in writing. Please keep a copy of this Agreement for your reference. A current version of this Agreement is available at any Bank location and online.

18. Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

19. If this account is any type of savings or time deposit account then (a) it is not transferable except as collateral for a loan or as otherwise permitted by regulations of the Federal Reserve Board, and (b) Bank reserves the right pursuant to federal regulations to require 7 days advance written notice of withdrawal, and (c) the Bank may place a hold on all funds deposited and/or only pay interest on collected funds in the account.

20. Any checking, NOW, savings, or money market account, is deemed to be dormant unless the owner, within the time period noted, has: (1) increased or decreased its amount; (2) communicated in writing with the bank concerning the account; (3) indicated an interest in the account as evidenced by a memorandum or other record on file; (4) had another relationship with the bank concerning which the owner has communicated in writing with the bank or has otherwise indicated an interest. Relevant Time Periods: Checking or NOW Account – 1 year; Savings or Money Market Account – 5 years. A service charge may be imposed on dormant accounts in accordance with state rules and regulations.

21. This account is subject to any laws, rules, regulations, bylaws and the like of both Bank and any controlling governmental authorities where such laws or rules govern in any respect this type account. Such laws or rules include, but are not limited to applicable federal regulations.

22. DISPUTE RESOLUTION – IT IS IMPORTANT FOR YOU TO READ THIS DISPUTE RESOLUTION SECTION CAREFULLY. THIS SECTION APPLIES TO ANY CLAIM INVOLVING YOUR DEPOSIT ACCOUNT(S) AT THE BANK. THIS SECTION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS BETWEEN YOU AND THE BANK ARE RESOLVED.

Under this Section, either you or the Bank may require that any Claim (defined below) involving your deposit account(s) be resolved by binding arbitration. Except for small claims court actions as explained in Section 22(B) below, neither you nor the Bank will have the right to: (1) have a court or a jury decide the Claim; (2) join or consolidate a Claim with claims of any other person; (3) participate in a class action in court or in arbitration; or (4) engage in information-gathering (discovery) to the same extent as in court. The right to appeal is more limited in arbitration than in court, and other rights in court may be unavailable or limited in arbitration.

A. DEFINITIONS – The "Agreement" means this Terms and Conditions Agreement, the Products and Services Brochure, the Other Services and Fees insert, the Disclosures insert, and any other brochures and inserts related to matters covered by this Agreement.

A **“Claim”** subject to this Dispute Resolution Section means any and all claims, disputes, or controversies between you and the Bank (and its current and former officers, directors, employees, agents, representatives, contractors, subcontractors, parent, subsidiaries, affiliates, successors, and assigns) arising from or relating in any way to your deposit account(s) with the Bank or any of its affiliates, to your use of any Bank location or facility, to any means you may use to access your deposit account(s) (such as an automated teller machine or online banking), to this Agreement, to any charge or cost incurred with respect to your deposit account(s), or to any transaction conducted with the Bank or any of its affiliates in connection with any deposit account(s) or this Agreement. “Claims” has the broadest possible meaning and includes all claims of all types, whether such claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, consumer rights, fraud and other intentional torts, or any other legal theory. It includes claims for money damages, injunctions, declaratory statements, or equitable relief. “Claim” includes past, present, and/or future claims, as well as initial claims, counterclaims, cross-claims, third-party claims, interpleaders, and any other type of claim. “Claim” also includes any dispute regarding the validity, enforceability, applicability, or scope of this Dispute Resolution Section or any other part of the Agreement. However, this Dispute Resolution Section does not apply to any lawsuit or administrative proceeding filed against the Bank by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means the Bank will not have the right to compel arbitration of any claim brought by such an agency.

Unless otherwise stated, all references to **“days”** shall refer to calendar days (not working or business days).

“Including” and **“include”** mean including, without limiting, the generality of any description preceding such term. **“Or”** is used in the inclusive sense of “and/or.”

B. ARBITRATION; SMALL CLAIMS COURT – Except for small claims court actions, you and the Bank agree that any and all Claims between you and the Bank will, at the election of either you or the Bank, be resolved by individual (not class) binding arbitration in accordance with this Dispute Resolution Section. If the Bank becomes a party in any lawsuit that you have with any third party, whether through intervention by the Bank or by motion or pleading made by you or any third party, the Bank may elect to have all claims in that lawsuit between you and such third party resolved by arbitration under this Dispute Resolution Section. Notwithstanding the previous sentences in this Section 22(B), if either you or the Bank has a Claim that is within the jurisdiction of the small claims court, then either you or the Bank may file your Claim in small claims court and the other party may not compel arbitration at the trial level; however, any appeal from the decision of a small claims court shall be subject to arbitration.

C. CLASS ACTION WAIVER – If either you or the Bank elects to arbitrate a Claim, the arbitration will be conducted as an individual action only. This means that even if a demand for class arbitration, class action lawsuit or other representative action (including a private attorney general action) is filed, then any Claim related to the issues of such lawsuit(s) will be subject to individual arbitration. **Neither you nor the Bank will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons.** No arbitrator shall have authority to conduct any arbitration in violation of this provision. You and the Bank acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is not severable from this Dispute Resolution Section.

D. ARBITRATION PROCEDURES AND EXPENSES – If you or the Bank elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice may be given after the beginning of a lawsuit and may be given in papers or motions filed in the lawsuit. Otherwise, your notice must be sent to Capital City Bank, Attn: Deposit Services, P.O. Box 900, Tallahassee, FL 32302-9984 (**“Notice Address”**). The Bank’s notice must be sent to the most recent address for you in our records. The arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (**“AAA”**), according to its Commercial Arbitration Rules and its Supplemental Procedures for Consumer-Related Disputes, which are in effect at the time the arbitration is filed. You may obtain a copy of the current rules of the arbitration administrator (including information about arbitration, fees, and instructions for initiating arbitration) by contacting the AAA at 1633 Broadway, Floor 10, New York, New York 10019, phone 800-778-7879; website: www.adr.org. If the AAA is unavailable, unable, or unwilling to accept and administer the arbitration of any Claim or any appellate proceeding, then either you or the Bank may petition a court of competent jurisdiction to appoint an arbitrator under the Federal Arbitration Act, Title 9 of the United States Code (**“FAA”**).

If your Claim exceeds \$75,000 or if it is a non-monetary Claim, the AAA filing fees shall be allocated pursuant to the rules of the AAA.

This paragraph applies only if your Claim for actual damages does not exceed \$75,000. After the Bank receives notice at the Notice Address that you have commenced arbitration, then if your Claim for actual damages does not exceed \$75,000 the Bank will reimburse you for your payment of the AAA filing fee after you have paid an amount equivalent to the fee for filing the Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. If you have already paid a filing fee for asserting the Claim(s) in court, then you will not be required to pay that amount again. If you are unable to pay the AAA filing fee, the Bank will pay it directly upon receiving a written request at the Notice Address. If, however, the arbitrator finds that the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse the Bank for all monies previously disbursed by the Bank which are otherwise your obligation to pay under the AAA Rules.

In addition to the AAA filing fees, arbitration involves other fees, costs, and expenses which include the arbitrator’s fee, your attorneys’ fees, the Bank’s attorneys’ fees, and expert witness fees. All arbitrator fees, attorneys’ fees, expert witness fees, and all other fees, costs and expenses of the arbitration shall be allocated pursuant to the rules of the AAA, except the Bank will pay the AAA filing fees under the terms explained in the previous paragraph if your Claim does not exceed \$75,000.

If your Claim is for \$10,000 or less, then you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. The AAA, the arbitrators, you, and the Bank must, to the extent feasible, take any necessary action to ensure that the arbitration proceeding is completed within 180 days after filing the dispute with the AAA.

Any in-person arbitration hearing will be held in a state in which the Bank has a physical banking office and at a location which is reasonably convenient to all parties, with due consideration of the parties’ ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, that determination shall be made by the arbitrator.

You or the Bank may bring a summary or expedited motion to compel arbitration of any Claim or to stay the litigation of any Claim pending in any court. Such a motion or action may be brought at any time. The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration.

You and the Bank each agree that you and the Bank are engaging in interstate commerce with respect to your deposit account(s) and this Agreement. The FAA shall govern your deposit account(s), the interpretation of this Agreement, and the enforcement and proceedings pursuant to this Agreement. To the extent state law is applicable under the FAA, the law of the state governing your deposit account relationship with the Bank shall apply. If there is a conflict between the AAA rules and any term in this Agreement, then the terms of this Agreement shall prevail.

A single arbitrator will be appointed by the AAA. The arbitrator must be a member of the state bar where the arbitration is held and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator shall be bound by judicial rules of procedure, evidence, and burden of proof requirements that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator shall honor statutes of limitation and claims of privilege recognized under applicable law. To the extent permitted by law, the arbitrator (and not any federal, state, or local court or agency) shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, validity, or scope of this Dispute Resolution Section, any other part of the Agreement, or the AAA rules. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, that

would apply if the matter had been brought in court. The arbitrator may award all remedies permitted by applicable law, including damages, declaratory, injunctive and other equitable relief, and attorneys’ fees and costs.

The arbitrator’s decision shall be based upon and be consistent with the law of the jurisdiction that applies to the Claim. Any court with jurisdiction may enter judgment upon the arbitrator’s award.

E. SURVIVAL AND SEVERABILITY – This Dispute Resolution Section shall survive the closing of your deposit account(s), your death, your bankruptcy, or the termination of any relationship between us for any reason. If one or more provision(s) or portions of a provision(s) of this Dispute Resolution Section is/are deemed invalid, unlawful, unconstitutional, or unenforceable for any reason, that holding shall not invalidate the remaining portions of this Section or the Agreement, and all remaining portions shall be in full force and effect as if this Dispute Resolution Section did not originally include the portion(s) held invalid, unlawful, unconstitutional, or unenforceable; provided, however, if the class action waiver is limited, voided, or found unenforceable, then without impairing the right to appeal such decision, Sections 22(A), (B), (C), (D), (E) (other than this sentence and the next two sentences), and (F) shall be null and void in such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. Section 23 shall remain valid under all circumstances.

F. EFFECT OF ARBITRATION AWARD – The arbitrator’s award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party may, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the AAA.

The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken. The costs of such an appeal will be borne in accordance with the rules of the AAA. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

23. JURY TRIAL AND CLASS ACTION WAIVER – TO THE EXTENT PERMITTED BY APPLICABLE LAW FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND THE BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY: (A) WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING FROM, OR RELATING IN ANY WAY TO, ANY TYPE OF ACCOUNT AT BANK, THIS AGREEMENT (AS DEFINED IN SECTION 22), OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US AND (B) AGREE THAT ANY LITIGATION WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION.

24. Under the Federal Income Tax Law, you are subject to certain penalties as well as withholding of tax at the backup withholding rate specified by applicable federal law if you have not provided us with your correct social security number or other taxpayer identification number. You (as a payee) are required by law to provide us (as payor) with your correct taxpayer identification number. If you are an individual, your taxpayer identification number is your social security number. If you have not provided us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, interest, dividends, and other payments that we make to you may be subject to backup withholding. Backup withholding is different from the 10 percent withholding on interest and dividends that was repealed in 1983. If backup withholding applies, a payor is required to withhold 31 percent of interest, dividends, and other payments made to you. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained.

25. YOUR ABILITY TO WITHDRAW FUNDS – Our usual policy is to make funds from your deposits available on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit prior to the close of business at any location on a business day we are open, we will consider that day to be the day of your deposit. If you make a deposit on a day we are not open, we will consider that the deposit was made on the next business day we are open. Funds received on a day we are open, other than a business day, are considered received on the next business day.

Deposits made at some ATMs may be considered to be made on the next business day if they are made after the cut-off time for that ATM. A notice will be posted at each ATM indicating the cut-off hour.

LONGER DELAYS MAY APPLY – In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day. If your checking or savings account balance is less than \$200 and you make a deposit that would increase the balance over \$200, you can withdraw up to \$200 of that deposit immediately.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when funds will be available. They generally will be available no later than the seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS – If you are a new client, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U S Treasury check) is not made in person to one of our associates, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

26. Depositor shall not place any endorsements, printing, or other markings on the back of any check issued or deposited by depositor which adversely affects the legibility of the endorsement of any depository bank in its designated area as provided by Regulation CC of the Federal Reserve Board. Depositor shall be liable for any loss caused to the Bank by any such markings on a check at the time such check is issued or deposited by depositor regardless of who placed the markings on the check.

27. Depositor shall hold the Bank harmless from any liability for any deposits which the depositor makes, or attempts to make, to the account by a means other than in person to a teller at the Bank. For example, the Bank will not be responsible if a deposit placed in a night depository by the depositor or his agent is not in the correct depository when the Bank opens it, or if the night deposit envelope or bag does not contain the deposit, or the correct amount thereof. The Bank’s records are conclusive proof of deposits received from the depositor in the mail or in a night depository.

28. Depositor shall notify Bank in writing immediately of any change in depositor’s mailing address.

29. No failure on the Bank’s part to insist, or the Bank’s delay in insisting, on compliance with the provisions of any contract governing the account shall operate as a waiver of that provision then or at a later date.

30. Funds may be deposited into depositor’s account by wire transfer. Depositor agrees Bank may hold such incoming transfers until the business day after the banking day on which the Bank received the funds. Depositor agrees that if, for any reason, Bank does not receive payment for funds transferred to the account of the depositor or any funds are inadvertently credited to the depositor’s account pursuant to a wire transfer order, Bank may at its option, chargeback the account of the depositor and/or demand return of funds withdrawn from the depositor’s account, up to the amount of the transfer order. Bank may, at its option, pursue any other available remedies without waiver of its right to chargeback and/or demand return of withdrawn funds at any time. Bank shall promptly furnish notice to

depositor of any chargebacks. Bank shall not be liable for any damages resulting from chargeback to any accounts so long as Bank took reasonable steps in good faith to promptly notify depositor of the chargebacks. Bank shall not be liable for any damages resulting from depositor's return of withdrawn funds pursuant to a demand made reasonably in good faith by Bank. Nothing herein shall impose an affirmative duty on Bank to chargeback and/or demand return of withdrawn funds or undertake any other remedy and the Bank and depositor intend that the sending bank is not a third party beneficiary to this Agreement.

31. An overdraft shall be permitted only at the discretion of Bank. Neither this Agreement nor the fact Bank may have previously permitted or honored overdrafts shall be construed to require that Bank honor any check or request of depositor which would cause an overdraft to occur in depositor's account. When overdrafts are allowed on commercial accounts, Bank may charge interest at a rate not to exceed the maximum rate allowed by law.

32. The depositor must exercise reasonable care in safeguarding unissued checks and must immediately notify the Bank if any checks are lost or stolen.

33. An item bearing the facsimile signature of a depositor (whether as maker, endorser, or otherwise) shall be honored only at the discretion of the Bank unless the Bank has previously agreed, in writing, to honor such facsimile signature. Notwithstanding the foregoing, if the Bank honors a depositor's facsimile signature, each depositor agrees to indemnify and hold Bank harmless from any and all liability or loss to Bank, including but not limited to Bank's reasonable attorneys' fees, resulting from the use of the facsimile signature.

34. The Bank may perform a periodic reclassification of the funds in interest checking accounts and commercial and personal non-interest checking accounts between two types of internal sub-accounts. For interest checking accounts, this change may result in a periodic allocation of funds between an interest checking sub-account and a savings sub-account. For commercial and personal non-interest checking accounts, this change may result in a periodic allocation of funds between a transaction sub-account and a non-interest bearing savings sub-account. The savings sub-account will be subject to the terms and conditions of our other savings accounts. This change is made entirely for internal reasons and will not affect your bank statement, balance, interest calculations, APY, FDIC insurance or any other features of your account including the number of allowed transactions.

35. SEVERABILITY – If any sentence, word, phrase, paragraph or portion of this Agreement should at any time be held invalid or unenforceable for any reason, then except as provided in Section 22(E) that holding will not affect in any way the meaning of the other sentences, words, phrases, paragraphs, or portions of this Agreement, and all remaining portions shall be in full force and effect as if the Agreement did not originally include the portion(s) held invalid or unenforceable.

36. GOVERNING LAW – This Agreement, including the Products and Services Brochure, Other Services and Fees, and the Disclosures, shall be governed by the laws of the United States and, to the extent state law is applicable, the laws of the State of Florida. This choice of law provision applies without giving effect to any choice of law rules that may require that application of the laws of another jurisdiction.

37. In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Federal Reserve Bank Regulation GG, restricted transactions are prohibited from being processed through a commercial account or relationship with the Bank. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling.

38. ACH AND WIRE TRANSFERS – This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Federal Reserve Wire Network is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, and we every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House association rules. These rules provide, among other things, that payment made to you or originated by you, are provisional until final settlement is made through a Federal Reserve Bank, or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

IMPORTANT INFORMATION RELATING TO QuickCheck™, QuickBucks® & ELECTRONIC FUNDS TRANSFERS

GOVERNMENT REGULATION DEFINING LIABILITY TO YOU AND THE BANK

DISCLOSURE OF CONSUMERS' LIABILITY FOR UNAUTHORIZED TRANSFERS AND OPTIONAL DISCLOSURE OF ADVISABILITY OF PROMPT REPORTING

To the fullest extent permitted by applicable federal and state laws, you agree to be responsible for all unauthorized use of your Visa check card (QuickCheck™) and/or automated teller machine (ATM) card (QuickBucks®), except as otherwise expressly provided in this Terms and Conditions Agreement.

Tell us at once if you believe your QuickCheck™ card, QuickBucks® card, or personal identification number (PIN) has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus: (a) some or all of the money in any linked checking or savings account; or (b) some portion of your maximum overdraft line of credit, if you have a checking account with an overdraft protection line of credit feature.

If you believe your QuickCheck™ card or QuickBucks® card or PIN has been lost or stolen, and you 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 the card without your permission. You may lose up to an additional \$50.00 if you have a checking account with an overdraft protection line of credit feature.

If you do not tell us within two (2) business days after you learn of the loss or theft of your QuickCheck™ card or QuickBucks® card or PIN and we can prove we could have stopped someone from using your QuickCheck™ or QuickBucks® card without your permission if you had told us, you could lose as much as \$500.00. You may lose up to an additional \$50.00 if you have a checking account with an overdraft protection line of credit feature.

Also, if your statement shows electronic funds transfers or QuickCheck™ or QuickBucks® transactions that you did not make, tell us at once. If you do not tell us within sixty (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 hospital stay) kept you from telling us, we will extend the time periods.

Despite the foregoing, provided we have not determined you have been grossly negligent, the following liabilities will apply to Visa transactions. For purposes of this section, a "Visa transaction" is a transfer initiated from your checking account through the use of a Visa check card (QuickCheck™) that is transmitted through the Visa interchange. If you tell us within two (2) business days after you learn of the loss, theft, or unauthorized use of your QuickCheck™ card, you will have no liability for all unauthorized Visa transactions initiated with your QuickCheck™ card. If you do not tell us within two (2) business days after you learn of the loss, theft, or unauthorized use of your QuickCheck™ card, you can lose up to \$50.00 for all unauthorized Visa transactions. All other unauthorized transactions, including all unauthorized transactions initiated by your QuickCheck™ card that are not VISA transactions and all unauthorized ATM transactions from your checking account through your QuickCheck™ card or QuickBucks® card will be subject to the preceding sections of this section concerning consumers' liability.

For your protection, your PIN is confidential. You agree: (a) to commit your PIN to memory; (b) not to write your PIN on your QuickCheck™ card or QuickBucks® card or on other documents carried with your QuickCheck™ card or QuickBucks® card in your purse, billfold or otherwise; (c) not to tell your PIN to any person not authorized to use your QuickCheck™ card or QuickBucks® card; and (d) to notify Capital City Bank at once, in the manner described in the following section concerning notification in the event of unauthorized transfers, if you have reason to believe your PIN is known by any person not authorized to use your QuickCheck™ card or QuickBucks® card.

If you furnish your QuickCheck™ card and PIN or QuickBucks® card and Pin and grant actual authority to make transfers or withdrawals to another person who then exceeds that authority, you are liable for all subsequent transfers and withdrawals until we have been notified that transfers by that person are no longer authorized. Notification to us can be accomplished by closing your account and opening a new account with a new QuickCheck™ or QuickBucks® card or by bringing your QuickCheck™ card or QuickBucks® card to one of our offices to obtain a new PIN or card and PIN. Until you have time to take one of these actions, you can protect yourself by calling us and asking us to suspend ATM

and/or Visa privileges on your account.

DISCLOSURE OF TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN THE EVENT OF UNAUTHORIZED TRANSFERS If you believe your QuickCheck™ or QuickBucks® card has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write the bank as shown below.

DISCLOSURE OF WHAT CONSTITUTES BUSINESS DAY OF THE BANK

Our business days are Monday through Friday. Holidays are not included. Refer to Section 25 for further information pertaining to the bank's business day.

USE OF YOUR QUICKCHECK™ CARD

Your QuickCheck™ card may be used at participating merchant locations for purchases and in some cases for cash withdrawals, and at Visa member offices for cash advances. These transactions are deducted from your primary checking account. Outright purchases and purchases transacted by means of cash withdrawals made at merchant terminals are referred to as point-of-sale (POS) transactions. They may or may not require the use of your PIN. You may also use your QuickCheck™ card to perform transactions at ATM terminals utilizing your PIN. These transactions are deducted from the checking or savings account selected at the time of the transaction. We have no obligation to you if anyone refuses to honor the QuickCheck™ card or if for any reason you cannot make a cash withdrawal from any ATM. You are solely responsible for the safeguarding of your PIN. You should treat all QuickCheck™ card transactions as immediate withdrawals from your account and reflect them as such on your account records. It is recommended you use the QuickCheck™ card only at the time of an actual point-of-sale transaction and not for advance reservations or guarantees of any purchase of goods or services (i.e. rental car or hotel guarantees).

DISCLOSURE OF TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS WITH YOUR QuickCheck™ OR QuickBucks® CARD

A. You may use your QuickCheck™ or QuickBucks® card to:

- 1) Withdraw cash from your checking or savings account;
 - 2) Make deposits to your checking or savings account;
 - 3) Transfer funds between your checking and savings accounts whenever you request;
 - 4) Obtain the balance in your checking or savings account;
 - 5) Make payments from your checking or savings account to Bank loans, or Visa; and
 - 6) Pay for purchases at places that have agreed to accept the QuickCheck™ or QuickBucks® card.
- SOME OF THESE SERVICES MAY NOT BE AVAILABLE AT ALL TERMINALS.

B. 1) You may use your QuickCheck™ or QuickBucks® card for point-of-sale transactions and foreign ATM transactions, only if the available balance (including all applicable forms of Overdraft Protection) in your primary checking account (or linked savings account) is sufficient to pay the amount. You may use your QuickCheck™ card for Visa member office cash advances, only if the available balance (including all applicable forms of Overdraft Protection) in your primary checking account is sufficient to pay the amount. You may use your QuickCheck™ or QuickBucks® card for Capital City Bank QuickBucks ATM transactions only if the available balance (including all applicable forms of Overdraft Protection) in your primary checking account or other accessible accounts is sufficient to pay the amount. You agree that all transactions are subject to authorization by us or by a Visa authorization center. No additional authorizations are allowed if the total amount of all authorizations for outstanding POS transactions, Visa cash advances and ATM transactions exceeds the daily card limit established by us from time to time. You may request your other accounts (i.e., checking account(s), money market account(s), savings account(s)), be linked to your QuickCheck™ or QuickBucks® card for access at a Capital City Bank QuickBucks terminal. However, access to these accounts may be limited at other ATM or POS terminals.

2) When you use your QuickCheck™ or QuickBucks® card at an ATM, you may withdraw cash up to \$750.00 each 24-hour period, if you have available funds (including all applicable forms of Overdraft Protection) in your account. At certain times your maximum purchase and/or withdrawal will be limited to \$200.00.

3) When you use your QuickCheck™ card at merchant point-of-sale terminals or Visa member offices, you may buy goods or services or withdraw cash up to \$3,500.00 each 24-hour period, if you have available funds (including all applicable forms of Overdraft Protection) in your primary checking account. At certain times, your maximum purchase and/or withdrawal will be limited to \$500.00. There may also be a limit on the number of transactions you may make each day with your QuickCheck™ card, but for security reasons, this number is kept confidential. When you use your QuickBucks® card at merchant point-of-sale terminals, you may buy goods or services up to \$750.00 each 24-hour period, if you have available funds (including all applicable forms of Overdraft Protection) in your primary checking account. At certain times, your maximum purchase and/or withdrawal will be limited to \$200.00.

4) You expressly authorize us to debit your checking or savings account in the amount of any transfer from your checking or savings account ordered by you or by any other person with your authorization or consent or to whom a QuickCheck™ card or QuickBucks® card was issued at your request. You agree that we may treat any such transfer from a checking or savings account the same as a duly executed written withdrawal, transfer, or check and that we may treat any such transfer to a checking or savings account the same as a deposit. You agree that we may treat any such transfer from a credit account (if applicable) the same as a duly executed loan request, cash advance or transfer and that we may treat any such transfer to a credit account the same as a loan payment to us, all in accordance with the terms of your separate agreement with us governing the credit account. You agree that you will be obligated to us for the amount of any such transfer from an account that has been authorized by us or our agent as of the time of such authorization, even if the transaction is not presented to us for payment until a later date.

DISCLOSURE OF CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

1) ATM transactions and POS transactions will be included on your statement and counted in the number of monthly debits. Fees will be assessed in accordance with your current account service charge plan. No additional fees will be assessed through the use of your QuickCheck™ or QuickBucks® card.

2) Capital City Bank may charge your primary checking account for inquiries, transfers and withdrawals made at ATMs we do not own or operate.

3) When you use an ATM not owned by us, you may be charged a fee by the ATM operator.

4) Refer to our current Products and Services brochure and Other Services and Fees insert for a complete listing of fees related to your account. You will be notified prior to any changes, as stated in Section 17.

TRANSACTIONS MADE IN FOREIGN CURRENCY

Effective April 2, 2005, the exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We have the right to disclose information to third parties about your account or the transfer 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.

DISCLOSURE OF RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

A. You will get an acknowledgement at the time you make any transfer to or from your account using one of our QuickBucks®, STARSM, Presto®, Plus® or Visa® ATMs or VISA® cash advance terminals.

B. Preauthorized credits — If you have arranged to have direct deposits made to your account at least once every 60 days from the same company, you can call us at the number shown below to find out whether or not the deposit has been made.

C. Periodic statements — You will get a monthly checking account statement. If you have a savings account linked to your QuickCheck™ or QuickBucks® card, you will get a monthly savings statement, unless there are no transactions in a particular month; you will at least receive a quarterly savings statement.

DISCLOSURE OF RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS, PROCEDURE FOR DOING SO, RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS, AND FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO STOP PAYMENT

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us as shown below in time for us to receive your request three (3) 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. We will charge you for each stop payment order you give.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

You are not permitted to stop payment on any point-of-sale transactions conducted by you through the use of your QuickCheck™ or QuickBucks® card.

Different rules and procedures apply to transfers initiated via Online Banking, and you must refer to your Capital City Bank Online Terms and Conditions Agreement & Electronic Funds Transfer Disclosure for details.

DISCLOSURE OF FINANCIAL INSTITUTION'S 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. 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, or
- 2) If the ATM where you are making the transfer does not have enough cash or is closed or closes during your transaction, or
- 3) If the ATM or merchant terminal in a POS transaction was not working properly and you knew about the malfunction when you started the transfer, or
- 4) If circumstances beyond our control such as fire or flood prevent the transfer, despite reasonable precautions that we have taken, or
- 5) If a merchant or another bank's ATM refuses to accept your QuickCheck™ or QuickBucks® card.
- 6) If the transfer would be over the credit limit on your overdraft line of credit.
- 7) There may be other exceptions stated in our agreement with you, and in no case will the bank's liability exceed actual losses or damages proved.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone or write us as shown below, 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.
- 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 tell you the results of our investigation 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 questions. If we decide to do this, we will provisionally recredit 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 recredit your account. The limits above are regulatory limits, which may or may not apply in every case. We may provisionally recredit your account within 5 business days in some instances.

For errors involving new accounts (one within 30 days after the initial deposit), transactions that originate at a point-of-sale terminal, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. Also 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.

If the error or question does not involve a debit ATM transaction, a debit point-of-sale transaction, or other electronic funds transfer, different error notification and resolution procedures may apply.

OVERDRAFTS

In the event the use of your QuickCheck™ or QuickBucks® card results in an overdraft of available funds in your account, we may charge the overdraft to your account and may place a temporary hold against other deposits belonging to you for the amount of the overdraft. If this occurs, we may return other unpaid items presented for payment which are drawn on that account. For each item returned unpaid and for any transaction from the use of your QuickCheck™ or QuickBucks® card that creates an overdraft, we may charge a service charge. Please refer to our Products and Services brochure and Other Services and Fees insert for these and other service fees which may be applicable to your account(s).

CANCELLATION

We reserve the right to revoke your QuickCheck™ or QuickBucks® card privilege and to require you to return it. The QuickCheck™ or QuickBucks® card issued to you is and remains our property at all times. If you had a Capital City Bank ATM card before the QuickCheck™ card, and if the QuickCheck™ card replaced the ATM card, you agree to destroy, by cutting in half, the ATM card within thirty (30) days of receiving your QuickCheck™ card.

EFFECTIVE DATE

The effective date of your QuickCheck™ or QuickBucks® transactions will be the posting date on your monthly account statement. The Bank will utilize reasonable efforts to post such transactions as soon as possible following the receipt of final settlement items and reconciliation to corresponding authorizations, if applicable.

REFUNDS OF PURCHASES

No cash refunds will be made to you on purchases made with your QuickCheck™ card. Any refund to you by a merchant must be made on a credit voucher signed by you and submitted to us by the merchant. The amount of all credits posted to your account will be indicated on your monthly checking account statement.

CLAIM AGAINST MERCHANTS

Any claims concerning property or services purchased with your QuickCheck™ or QuickBucks® card must be resolved by you directly with the merchant or seller who accepted your QuickCheck™ or QuickBucks® card, and any claim or defense which you assert will not relieve you of your obligation to pay us the total amount of the transaction once received by us and processed against your account.

DEPOSITS AFTER ACCOUNT CLOSED

We may accept deposits to your account after it is closed in order to pay outstanding and unpaid transactions through the use of your QuickCheck™ or QuickBucks® card. However, acceptance of any deposit does not reactivate your account.

TERMS AND CONDITIONS

By signing or using your QuickCheck™ or QuickBucks® card you acknowledge receipt of and agree to be bound by the Capital City Bank Terms and Conditions Agreement.

SUBSTITUTE CHECKS AND YOUR RIGHTS:

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think

that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we receive your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 888.671.0400. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- 1) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- 2) An estimate of the amount of your loss;
- 3) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- 4) A copy of the substitute checks [and/or] the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

Capital City Bank, P. O. Box 900, Tallahassee, FL 32302

888.671.0400 | 8 a.m. – 6 p.m., Monday – Friday, 9 a.m. - 12 p.m., Saturday, ET

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