

eDelivery Agreement and Disclosure

**Alliance Bank and Trust
PO Box 1099
Gastonia, NC 28053
704-867-5828**

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE CONSENTING TO THIS SERVICE

This **eDelivery Agreement and Disclosure** (herein referred to as the "Agreement") for Alliance Bank and Trust (herein referred to as "we", "our", and "Bank") concerning electronic delivery of statements, notices and disclosures concerning accounts and applications, maintained by any individual, corporation, partnership, association, or other legal entity (herein referred to as "you", "yours", and "Customer"). This Agreement is between Bank and Bank Customer regarding Customer's election for the receipt of statements, notices and disclosures electronically.

Bank is in the business of providing financial solutions to its customers. One such solution is to provide an electronic version of your account statements, notices and disclosures made available through a secure email attachment.

NOW, THEREFORE, in consideration of the eDelivery services (Services) to be provided by Bank as described from time to time in information distributed by Bank to its customers, the parties agree as follows:

1. Election and Authorization for Electronic Delivery

By accepting this "Agreement", you consent and authorize the Bank, to send notice of regular periodic statement(s), notices and disclosures to you and/or your agent in electronic format for the designated account, in lieu of providing a paper form. If there is more than one Accountholder that is a party to the account, notice to any one Accountholder will be effective for all. Your consent and agreement shall remain valid until such time as you exercise your right to revoke this consent.

If, at any time after you elect to receive your statements electronically, you would like to receive a paper copy of any statement, you may contact one of our branches, write or call us at:

**Alliance Bank and Trust
Attn: eBanking Operations
PO Box 1099
Gastonia, NC 28053
Phone: 704-867-5828**

A copy of your statement will thereafter be mailed to you starting with the next statement period. You may also request a copy of your statement in person at any branch location. You will be assessed a fee for each statement you request, as noted in our Schedule of Fees disclosure.

1.1 System Requirements - In order to participate in the services contained herein, your computer system must contain the following system requirements. By entering into this Agreement you are expressly confirming that your system possesses the following:

Windows: Adobe Acrobat Reader Version 7 or higher

- Intel Pentium® III or equivalent processor
- Microsoft Windows 2000 with Service Pack 4; Windows Server 2003; Windows XP Professional, Home Edition, or Tablet PC Edition with Service Pack 2; Windows Vista
- 128MB of RAM (256MB recommended for complex forms or large documents)
- Up to 90MB of available hard-disk space

2. Warranties

2.1 Security

- We will use commercially reasonable measures, consistent with industry standards and all applicable laws, to maintain a reasonable level of security over the information contained in the electronically delivered account statement(s), notices and disclosures. Upon your election of the eDelivery service, the Bank will "prenote" your email address by sending you a welcome email and requiring you to reply to us within 15 calendar days.
- Our security consists of "Pushing" the electronic document to your email address where it may be accessed with your login id and password.
- You understand that industry standards are dynamic and constantly developing. By signing the eDelivery enrollment application, you acknowledge and understand that there are risks to the electronic delivery of documents, including, but not limited to, delay or failure of delivery due to technical difficulties, weather conditions (including but not limited to sun spots), matters beyond our reasonable control or interception and/or alteration of such statement(s) and notices by third parties despite the bank's commercially reasonable security measures. By signing the eDelivery enrollment application, you represent that you have considered our security measures and find that our security measures are commercially reasonable. In reaching this conclusion, you have considered the historical and potential future content of your account statement(s), notices and disclosure and our security procedures. If you conclude that our security procedures cease to be commercially reasonable in the future, you must terminate this agreement immediately in accordance with the provisions found herein.

2.2 Equipment

Bank is not responsible for any loss, damage or injury resulting from (i) an interruption in Customer's electrical power or internet service; (ii) the disconnection of Customer's internet service by Customer's provider or deficiencies in Customer's line quality; or (iii) any defect or malfunction of Customer's personal computer, modem, internet server or software.

2.3 Virus Protection

Bank is not responsible for any electronic virus or viruses that Customer may encounter. Bank

suggests that Customer routinely scan Customer's PC(s) using a virus protection product. An undetected virus may corrupt and destroy Customer's programs, files and hardware.

2.4 Disclaimer

We make no warranties of any kind with respect to the software program used to access eDelivery services, and we do not warrant that the software program or that the eDelivery services will meet your specific requirements. We make no warranties of any kind, whether expressed or implied, with respect to the use and adequacy of the software program or the eDelivery services we provide under this agreement. We disclaim any and all implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

3. Liability; Indemnification

Notwithstanding any provision to the contrary contained in this agreement, we shall be responsible only for performing the eDelivery services as expressly provided for in this Agreement.

e shall be liable only for material losses that are the direct result of our own gross negligence or intentional misconduct in performing these eDelivery services. We shall have no liability for failure to perform any eDelivery services or for any disruption or delay in performing eDelivery services in the event such failure, disruption or delay is due to circumstances beyond our reasonable control, including, but not limited to, failure or disruption of electric power, computer equipment, telecommunications systems, your ISP, or weather conditions. We shall have no liability for any consequential, special, punitive damages or indirect loss under any circumstances.

- Except to the extent that we are liable under this agreement, you agree to indemnify and hold us and our directors, officers, employees and agents harmless from all claims, demands, judgments, and expenses (including reasonable attorney's fees) arising out of or in any way connected with the performance of these eDelivery services. You agree that this indemnification shall survive the termination of this agreement.
- The system and all authorized services are provided by Bank "as-is" and "where is". Bank specifically disclaims all other warranties, expressed or implied, including, but not limited to, implied warranties of merchantability, accuracy and fitness for a particular purpose as to the system or authorized services provided under this agreement. Without limiting the foregoing, Bank does not warrant that the use of the System will be uninterrupted or error-free.

This Agreement, along with any other Service Agreements entered into by Customer and Bank constitutes the complete and exclusive Agreement between the Customer and Bank.

4. Customer's Obligation and Responsibilities

4.1 Customer Adherence

Customer agrees to adhere, and cause its agents to be bound to all rules and regulations

applicable to any Customer's contract for services at Bank as established and amended by Bank. In addition, Customer agrees to, and cause its agents to, adhere to all Customer Obligations and Responsibilities as set forth herein.

You agree that the Bank has no control as to the persons who have access to your personal computer and your password once it is in your possession. The Bank will not be liable for any unauthorized access to your personal computer using your password. You agree that it is your responsibility to initiate and maintain adequate, system requirements and procedures to prevent any unauthorized access to your personal computer or unauthorized use of your password.

4.2 Your Email Address

With your consent, the Bank will send your periodic account statement(s) notice to you via email to the last known email address provided by you. **If there is any change in your email address, you agree to notify us promptly either by visiting one of our branches or in a signed letter** to the address disclosed in Section 7.8.

For your protection and for security purposes, the Bank will not accept any change of email address via email. If you have not notified us of any change in your email address, you agree that your failure to provide us with a good email address is the lack of ordinary care on your part. It is your responsibility to update your email address(s) to insure proper delivery of account statement(s), notices and disclosures. If we become aware that you are not receiving your eDelivery(s) and notices, we will send your eDelivery(s) and notices via U.S. Mail to your last address known to us.

If you have a "multiple-party account" as defined in the Agreement, your email address may be changed using the procedures described above by any authorized party to your account. **THE BANK SHALL HAVE NO OBLIGATION OR LIABILITY TO ANY OF THE PARTIES TO A MULTIPLE-PARTY ACCOUNT IF THE EMAIL ADDRESS IS CHANGED USING THE PROCEDURE SET FORTH ABOVE.**

Such withdrawal of consent and termination shall be effective 10 days following the Bank's receipt of the written withdrawal of consent and termination signed by you. There are no fees associated with terminating this Agreement.

4.3 Prompt Review of eDelivery

Your eDelivery will be dated the prior business day that the document is made available to you (the "Statement Date"). You must promptly review your eDelivery and any accompanying items and notify us in writing (within the applicable time periods specified in Agreement and in accordance with the statement agreement located on the back of your statement) of any error, unauthorized signature, lack of signature, alteration or other irregularity. If you have someone other than you to review your statement(s), you must still review the statement for any error, unauthorized signature, lack of signature, alteration or other irregularity, as you will be responsible for the wrongful acts of your employees and agents. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the Email Date regardless of when you receive and/or open the eDelivery .

4.4 Notice of Unauthorized Access

If you believe your eDelivery is lost or that someone has obtained access to your eDelivery without your permission, contact one of our branches, call 704-867-5828, email or write us by utilizing the contact information disclosed in Section 7.8.

5. Term and Termination

This Agreement shall remain in full force and effect until it is terminated by either party, as provided for in this Agreement. In order to withdraw consent and terminate this Agreement, you must notify the Bank via in person or in writing by utilizing the contact information disclosed in Section 7.8.

Such withdrawal of consent and termination shall be effective 10 days following the Bank's receipt of your notification. There are no fees associated with terminating this Agreement.

The Bank also has the right to terminate this Agreement, immediately, with or without cause, or if you fail to comply with the terms of this Agreement or any other agreement which you may have with us or any other applicable rule or regulation which may govern your account(s). If we terminate this Agreement for any of these reasons, such termination shall be effective on the effective date specified in a notice sent to you, and not on the date when the notice is sent or received.

6. Indemnifications, Other Relief

6.1 Indemnification by Customer

Customer shall indemnify, defend and hold harmless Bank, its officers, directors, shareholders, employees, agents and affiliates from and against any claims, losses, damages, liabilities or expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Alliance Bank and Trust Indemnified Claims") resulting from or arising out of (i) negligent or intentional misuse of the System or any part thereof by Customer, Customer's agents or any End User, including, without limitation, any misrepresentations made by Customer with respect to the System; (ii) Customer's noncompliance or alleged noncompliance with the provisions of applicable law or regulation, or (iii) Customer's violation of any provision of any agreement between Customer and any third party.

6.2 Limitation of Liability

- For purposes of this Section 6.2: (i) the term "Alliance Bank and Trust shall mean Alliance Bank and Trust, and its subsidiaries and affiliates, and the officers, directors and stockholders of each such entities, and (ii) the term "Customer" means Customer and its affiliates, officers and shareholders.
- Alliance Bank and Trust shall have no liability (whether direct or indirect, in contract, tort, or otherwise) to Customer for any losses or damages arising out of or in connection with the transactions contemplated by this Agreement or the Authorized Services provided by Alliance Bank and Trust hereunder except to the extent that any such losses or damages are found in a final and binding arbitration award or a final non-appealable

judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Alliance Bank and Trust.

- Except for Customer's payment obligations hereunder, in no event shall either party be liable for punitive, special, incidental, consequential or other indirect damages arising out of or relating in any manner to this Agreement under any cause of action, including, without limitation, lost profits, even if the parties have been advised of the possibility of such damages.
- Neither party may bring any claim under this Agreement more than two (2) years after such claim first occurs.
- The limitations of liability in this Section 6.2 shall not apply to Customer's obligation to pay Fees.

7 Miscellaneous Provisions

7.1 Waiver

Any failure of a party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing by the other party, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any consequent or other failure.

7.2 Entire Agreement

This Agreement, including any Attachments and Amendments hereto, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement.

7.3 Amendment; Binding Effect; Assignment

- No amendment, modification or alteration of the terms of this Agreement shall be binding unless in writing and executed by the parties hereto. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors (including, without limitation, successors by merger) and permitted assigns.
- Customer may not assign this Agreement in whole or in part without the prior written consent of Bank. Any attempted assignment in violation of this Section shall be void and of no effect.

7.4 Regulatory Compliance

Bank shall be responsible for (i) compliance with all state and federal laws and regulations governing banks and other financial institutions; (ii) any disclosure to its clients with respect to the eDelivery services; and (iii) the terms and conditions of any Bank Product/Service. Bank shall use commercially reasonable efforts, during the Term of this Agreement, to be in substantive compliance with Federal and/or state rules and regulations as they relate to eDelivery services.

7.5 Force Majeure

Bank shall not be liable for loss or damage resulting from any cause beyond its reasonable control, including, but not limited to, (i) Internet network failures or Internet capacity limitations, (ii) compliance with regulations, orders or instructions of any federal, state or municipal

government or any department or agent thereof that delay or restrict performance hereunder, or (iii) acts of God, acts of third parties, acts or omissions of Customer, acts of civil or military authority, fires, embargoes, war, terrorism, or riot.

7.6 Governing Law

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of North Carolina and the U.S. without giving effect to the conflict-of-laws principles thereof. The parties agree that jurisdiction over a venue in any legal proceedings arising out of or relating to this Agreement will exclusively be in the courts of Gaston County, North Carolina.

7.7 Severability

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the Term, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

7.8 Notices

All written or emailed notices required or permitted under this Agreement shall be deemed to have been duly given if delivered personally or sent by registered or certified mail (return receipt requested), U.S. mail, email, or facsimile. All notices to Customer shall be addressed to the Authorized Signer, to your last address known to us. All notices to Bank shall be addressed as follows:

Alliance Bank and Trust
Attention: eBanking Operations
PO Box 1099
Gastonia, NC 28053

7.9 Survival

All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement shall survive and remain in full force and effect.

7.10 Headings; Interpretation

Headings of particular Sections are inserted only for convenience and shall not be considered a part of this Agreement or used to define, limit, or construe the scope of any term or provision of this Agreement. Should a provision of this Agreement require judicial interpretation, the parties agree that the court or arbitrators construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

7.11 This Agreement Controls

Notwithstanding the content of any purchase order, sale order, sale confirmation, or any other document relating to the subject matter of this Agreement, this Agreement shall take precedence over any such document, and any conflicting, inconsistent, or additional terms contained therein shall be null and void.