

BUSINESS ONLINE BANKING
AGREEMENT AND DISCLOSURE STATEMENT

1. TERMS OF AGREEMENT. This Capital City Bank Business Online Banking Agreement and Disclosure Statement (this “Agreement”) contains the terms under which you may access Business Online Banking (“Online Banking”) offered by Capital City Bank (“we” or “us” or “our”) and makes disclosures required by law as to your use of the Services (as defined below) accessible when you log on to Online Banking at our website located at www.capcitybank.com (the “Site”). “Services” include (i) access to all deposit and loan accounts with us (“Account” or “Accounts”) and (ii) any other services set forth in Section 2 of this Agreement. By requesting, receiving, signing, opening, using, or permitting another to use Online Banking, you and any other owner of the Accounts agree to be bound by the terms and conditions of this Agreement. “You”, “your”, or “Company” means the business customer who owns an Account.

2. BUSINESS ONLINE BANKING SERVICES. You may use Online Banking to access information concerning your Accounts and to perform certain transactions for which you are authorized. The following Services may be made available:

- View balance and transaction information concerning your Accounts.
- View images of checks clearing your Accounts.
- View images of checks deposited to your account.
- Transfer funds between your deposit Accounts.
- Make payments on your loans.
- Schedule future transfers on a one-time or recurring basis.
- Make payments to payees other than us from any of your checking Accounts (“Bill Payment Feature”). To utilize the Bill Payment Feature, the user must accept the terms of the Bill Payment Agreement the first time they log in.
- Make payments and receive certain payments via the Automated Clearing House network from any of your checking Accounts (“ACH Origination Feature”). To utilize the ACH Origination Feature, you must agree to the separate ACH Originator Agreement which shall govern any ACH transfers initiated through Online Banking. This Agreement incorporates and supplements the terms and conditions of the ACH Originator Agreement and applicable schedules. The terms of the ACH Originator Agreement and applicable schedules will supersede any conflicting terms in this Agreement
- Make payments via the wire transfer network of the Federal Reserve System from any of your checking Accounts (“Wire Transfer Origination Feature”). To utilize the Wire Transfer Origination Feature, you must agree to the separate Wire Transfer Agreement which shall govern any wire transfers initiated through Online Banking. This Agreement incorporates and supplements the terms and conditions of the Wire Transfer Agreement and applicable schedules. The terms of the Wire Transfer Agreement and applicable schedules will supersede any conflicting terms in this Agreement

- Send electronic mail messages to us.
- Place stop payment orders for checks written against your Accounts.
- Use Check Positive Pay or ACH Positive Pay to help manage fraud on your accounts (Positive Pay Feature). You must agree to the separate Positive Pay Agreement which shall govern the terms and conditions in which the service is used within Online Banking.

3. **COMPUTER REQUIREMENTS FOR INTERNET ACCESS.** You are solely responsible for use of any computers or devices used to access Online Banking and all errors, failures, or non-performance arising out of such computers and devices, including but not limited to, improper operation, malfunction, viruses, worms, malware or similar malicious programs. You agree that you will not send us any viruses, worms, malware, or similar malicious programs or engage in any activity which may have a harmful effect on the Site or Online Banking, such as launching a "denial of service" attack. You are responsible for maintaining and ensuring the security of all computers, systems, networks and Internet access used to access Online Banking. You will: (i) ensure that your Internet connection is secured with a firewall configured to commercially reasonable standards; (ii) ensure that all computers and devices that access Online Banking (and all computers connected to the same Local Area network (LAN) as those computers) are protected against viruses, worms, malware or similar malicious programs; and (iii) immediately notify us if you have knowledge or suspect that your computers that access Online Banking (or computers connected to the same LAN as those computers) have been infected with any virus, worm, malware or similar malicious program.

4. **DISCLAIMER OF WARRANTIES.** You assume the entire risk with respect to your use of the Services and the computer that you use to access Online Banking and the Services including, without limitation, the risk that any and all information and transactions exchanged or processed through Online Banking are viewed and/or tampered with by a third party when in transit or through your provision of your Company ID (as defined herein), Password (as defined herein), and/or User IDs (as defined herein). The risk of error, failure, or nonperformance of your computer is your risk. The Services are provided "as is", and we make no warranty of any kind, express or implied, with respect thereto, including, without limitation, any warranty of merchantability, non-infringement, or fitness for a particular purpose or with respect to the availability, accuracy, completeness, or timeliness of Services. We make no warranty that the Services are totally secure or will be free of any virus or error free. In addition, we make no warranty that the documentation provided to you is appropriate for your needs. We make no warranty that third parties that perform aspects of the Services will perform as documented herein. In the performance of the Services, we shall be entitled to rely solely on the information, representations, and warranties provided by you pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof.

5. **EXCLUSION OF CERTAIN DAMAGES; LIMITATION OF LIABILITY; INDEMNITY.** We will only be liable to you for our gross negligence or willful misconduct in providing and performing Online Banking. We will not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any instruction received from you) or those of another person. Except to the extent otherwise required by applicable law, in no event shall we be liable to you for any special, consequential, incidental, direct, or indirect damages of any kind (including, without

limitation, loss of profits or data and personal injury, or attorneys' fees), whether or not we have been advised of the possibility of such loss, however caused and on any theory of liability arising out of your use of or inability to use the Services or your Computer. Except to the extent otherwise required by applicable law, in no event will we be liable for any claim against you by a third party, and you agree to indemnify and hold us harmless of any third party claims for costs, damages, expenses, or liabilities arising out of or in connection with your use of and the performance of the Services in connection therewith, whether alone or in combination with any other product or service. Without limiting the foregoing, you acknowledge and agree to assume the entire risk of and liability for corruption of any other software or malfunction of your Computer used in connection with using the Services and agree to indemnify and hold us harmless from any loss, cost or expense (including but not limited to attorneys' fees and costs) incurred by us arising out of your failure to comply with the provisions of Sections 3 and 6 of this Agreement.

6. MEANS OF IDENTIFICATION. We will assign you an Online Banking Administrator ID ("Company ID") and a password to enable you to be identified when using Online Banking. In addition, you may be required to receive a one-time authentication code provided by text or phone by the bank at the time of login. The first time you use Online Banking, you will be required to change your password to a new password of your choice and receive an authentication code. You may then create and configure those persons you elect to authorize to use the Services ("Authorized Users") with separate user IDs (each, a "User ID") and passwords. The passwords chosen by you for Company's access to Online Banking, as well as the passwords related to each User ID are individually called a "Password" and collectively the "Passwords". Each Authorized User can be set up with different levels of access, by Account, and different levels of authority to utilize particular Services. You are solely responsible for setting up Authorized Users and for granting them appropriate access rights and authority. You must provide valid phone numbers for each user so they may receive an authentication code. Each Password is unique to the Company ID or User ID, as applicable, and is an identification code that is personal and confidential and is used to authenticate and validate your directions to us. Company and User IDs and Passwords should be confidentially maintained and provided only to Company's employees and representatives with a need to know the information, who should be trained to keep the information secure. You acknowledge and agree that the use of Company IDs or User IDs and Passwords with Online Banking is a security method intended to provide you a commercially reasonable degree of protection in light of your particular needs and circumstances ("Security Procedure"). You are responsible for the safekeeping of all Company IDs, User IDs, and Passwords. You agree not to disclose your Password to third parties and to take all reasonable precautions to prevent all others from learning your Passwords and to cause Authorized Users to use the same precautions. Any access to Company's accounts and all transactions through Online Banking using a Company ID or User ID and Password will be deemed authorized by Company.

If we accept your request for a transfer of funds in good faith and execute it using your Password or the Password of an Authorized User, you will be obligated to pay us the amount of such funds transfer whether it was sent or authorized by you or an Authorized User. We will require that you change your Password (and require Authorized Users to change their Passwords) from time to time to enhance

security. We strongly recommend you and users change the password if you believe the Password (or Passwords) may have been compromised, including, without limitation, each time a previously Authorized User changes job functions or leaves your employment. You however, acknowledge and agree that the security, integrity, and privacy of any and all information and transactions exchanged or processed through the Services cannot be guaranteed. You further acknowledge that we are not responsible for your failure to safeguard the privacy of your Password. At a minimum, you will be required to change your Password the first time you use the Services and when it has been 90 days or more since you last changed the Password. You may not reuse a Password.

You will immediately report any loss or theft of a Password, Company ID, or User ID to us.

7. ACCESS, TRANSFER, AND PAYMENT LIMITATIONS. You or an Authorized User will be denied access to Online Banking if you or the Authorized Users do not provide a valid Company ID or User ID, as applicable, and Password. Access will be denied if you exceed the number of invalid attempts allowed. You may also be denied if you fail to submit to security procedures by use of an authentication code.

Transfers and payments (including payments made through the Bill Payment Feature, ACH Origination Feature, and Wire Transfer Feature) are limited to the lesser of: a) the amount of funds available for withdrawal in your deposit Accounts or for draws under established lines of credit, if any; or b) the limits that you have requested, or we have imposed, for individual transactions, batches, and daily totals. The availability of funds in your deposit Accounts is subject to the availability schedule published by us from time to time. Transfers from any insured money market Accounts cannot exceed six per month (including checks).

Internal transfers performed during any Business Day (as defined below) will process immediately. Transfers scheduled for a future date will be processed at 1:00 a.m. on the requested date if it is a Business Day, or at 1:00 a.m. on the next Business Day if the requested date falls on a Saturday, Sunday or Bank holiday. Our "Business Days" are Monday through Friday, excluding Saturdays, Sundays, and Bank holidays.

8. CONTACTING US THROUGH E-MAIL. We may not immediately receive your e-mail communications, including without limitation, stop payment requests or communications regarding unauthorized transactions, and we will not take action based on e-mail communications until we actually receive your message and have a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may call us during regular business hours at (785) 274-5600 or (800) 431-7522. See Sections 10 and 11 for additional information regarding unauthorized transactions.

9. ADDRESS CHANGES. If your postal or e-mail address changes, you need to call us at (785) 274-5600 or (800) 431-7522 so that we may change our records. We may require confirmation of these changes in writing.

10. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. Tell us AT ONCE if you believe any of your Passwords have been lost, stolen, or used without your permission. Generally, telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus the maximum amount available under established lines of credit, if any, accessible through any checking Account). You are responsible for all transactions made through the use of the Service regardless of whether the person initiating the transaction was authorized by you to do so. You agree to cooperate with us in the investigation of any claim or dispute and provide us with the necessary information to assist us in resolving your claim or dispute.

11. WHAT TO DO IN CASE OF ERRORS OR QUESTIONS. Telephone us or write us at the number and address shown in Section 11 above as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 10 days after we sent the FIRST statement on which the problem or error appeared.

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

In the case of an error or otherwise irregular transfer of funds, we may, but will not be obligated to, on our own initiative, requests the transferee to return the funds previously transferred on your behalf. Requests by you to cancel or revoke prior instructions must be timely given and we make no representation as to its ability to revoke or cancel a transfer once made.

You will supply us with any information that we may reasonably request, including but not limited to, money amounts, accounts affected, date of transfer, supplemental instructions, and further evidence of any person's authority to transfer funds or to do any other act contemplated under this Agreement.

We may elect not to act upon a transfer request for any reason, including for your protection, if we are unable to obtain proper verification of such request satisfactory to us, or if there is any inconsistency between a transfer request and information previously supplied to us, or if such request is not initiated in accordance with our security procedures. We will notify you of our election not to transfer funds.

12. HOW TO NOTIFY US. If you believe you have had an unauthorized transaction/transfer on any of your Accounts or you believe that any Password has been lost, misused, or stolen, or that someone has transferred or may transfer money from your Account without your permission, you should call us during regular business hours at (785) 274-5600 or (800) 431-7522 or write:

Capital City Bank
Attn: Business Bankers
P.O. Box 1433
Topeka, Kansas 66601-1433

You may also notify us by coming to any of our Banking Centers during Business Hours on Business Days. Our "Business Hours" are generally from 8:00 a.m. to 5:00 p.m. on Business Days.

13. DOCUMENTATION. You may view your current Account status or activity through Online Banking.

14. DAYS AND HOURS OF OPERATION FOR BUSINESS ONLINE BANKING. The Services generally are available all day, seven days a week except at time of "Systems Unavailability", described in Section 14. However, we process transactions and update information only on Business Days, except payments through the ACH Origination Feature or the Wire Transfer Origination Feature are processed and updated only on Business Days that the relevant third parties are also open for business ("ACH Business Days" or "Funds Transfer Business Days," respectively). Any transaction(s), including scheduled payments, to be made on a day that is not a Business Day, Bill Payment Business Day, ACH Business Day, or Funds Transfer Business Day as applicable, will be credited, completed, or made on the next Business Day, Bill Payment Business Day, ACH Business Day or Funds Transfer Business Day, as applicable. We will use commercially reasonable efforts to act upon transfers on the Business Day, ACH Business Day, or Funds Transfer Business Day that such transfer is received by us, provided that the request is received prior to the deadlines that may be established by us from time to time in our sole discretion.

15. SYSTEMS UNAVAILABILITY. The Services may be unavailable at certain times including:

- For certain brief periods during nightly processing,
- When we determine that Online Banking requires maintenance or upgrades,
- When we determine that unforeseen maintenance is necessary,
- Upon the occurrence of an event of the type described in Section 21.

If such events occur, we generally will use commercially reasonable efforts to restore the Services.

You agree, however, that we are in no way liable for the unavailability of any of the Services for any reason and that you are solely responsible for establishing alternative methods of accessing your Accounts in the event Online Banking is not available.

16. FEES. You agree to pay such fees as we may impose from time to time in accordance with our customary pricing and to reimburse us for any direct or indirect transfer charges or expenses incurred by us arising out of your use of Online Banking or under the terms of any other applicable agreement. Such fees, charges, or expenses will be paid via a debit to your Accounts unless other arrangements are made in advance.

17. TERMINATION. You may terminate this Agreement and your use of Online Banking at any time by notifying us at the address provided in Section 11 above. This will terminate your access to Online Banking but will not terminate your Account with us. We may cancel this Agreement and terminate your access to ONLINE BANKING or change the Services for any reason, at any time. We will try to notify you in advance, but we are not obliged to do so.

18. **TERMINATION OF SERVICES OR PRIVILEGES.** We may at any time, at our sole discretion without prior notice, limit, suspend, or modify Online Banking, and may at any time terminate Online Banking or access to your Accounts through Online Banking. If such action is taken by us, we will notify you in writing within 30 days prior to the date that we take such action. We may terminate this Agreement any time without notice after: (1) the commencement of any voluntary or involuntary bankruptcy, dissolution, or liquidation by or against you; (2) the breach by you of the terms of this Agreement or any other agreement or obligations you have entered into with Bank or any of its affiliates; (3) we believe you are engaged in fraudulent or criminal activity; or (4) upon any event evidencing to us a material deterioration in the financial status or condition of you or that the likelihood that the credit risks undertaken by us in furnishing Online Banking hereunder may be materially increased, including, but not limited to, insufficient available funds to pay items presented for payment or other return item risks. If you terminate Online Banking by providing us with written notice, termination of Online Banking will be effective on the first Business Day following receipt of your written notice. If you terminate Online Banking or this Agreement, such termination will not affect the rights and responsibilities of the parties under this Agreement with respect to transactions initiated before termination. Sections 5, 15, and 26 will survive the termination of this Agreement.

19. **CHANGES IN TERMS AND FEES.** We may change the Services and the terms and conditions (including fees) set forth in this Agreement at any time. You will be notified of any such changes as required by applicable law, either by mail or by an electronic message posted on the Site. You understand and agree that by using Online Banking after a change becomes effective, you have agreed to the change(s). Any amendment, modification, or rescission made in the manner described above shall be binding upon you as though expressly agreed to by you. If written notice is mailed to you, it shall be mailed to your last known address as shown on our records.

20. **FORCE MAJEURE.** We shall not be liable for any failure to perform our obligations under this Agreement when such failure is the result of interruptions of a malfunction by a third party upon which we rely for provision of Online Banking, equipment failure or malfunction, energy shortage, act of God, act of government authority, act of a public enemy or war or riot, flood, civil commotion, labor difficulty, severe or adverse weather conditions, failure in any communications service used in connection with or in conjunction with the execution of cancellation of the Services, and any other causes beyond our control.

21. **ENFORCEMENT.** You agree to be liable to us for any liability, loss, or expense (including reasonable attorney's fees) that we incur as a result of any improper use or dispute involving your Accounts or use of the Services other than as expressly permitted by this Agreement. You authorize us to deduct any aforementioned liability, loss, or expense from your Accounts without prior notice.

22. **OTHER.** All transactions are subject to terms and conditions of all applicable agreements, rules and regulations relating to the type of Account with respect to which transactions or payments are made, now or in the future, as said agreements, rules and regulations are now in effect or as they may hereafter be amended, modified, or adopted. You represent and warrant that each of your Accounts is

established and maintained for business purposes and shall not be used for personal, household, or family purposes.

23. MISCELLANEOUS. The modification and waiver of any of your obligations or our rights under this Agreement must be contained in a writing signed by us. We may perform any of your obligations or delay or fail to exercise any of our rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Your obligations under this Agreement shall not be affected if we amend, compromise, exchange, fail to exercise, impair, or release any of the obligations belonging to any guarantor or any of your rights against any guarantor or collateral. You may not assign this Agreement. Any such assignment of its rights under this Agreement and any attempted assignment will be null and void. We have the right to sell or transfer this Agreement at any time. This Agreement shall be binding upon and inure to the benefit of you and us and our respective permitted successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. This Agreement shall be governed by the laws of the State of Kansas. You consent to the jurisdiction and venue of any court located in Kansas in the event of any legal proceeding under this Agreement. If any provision of this Agreement violates the law or is unenforceable, the rest of this Agreement shall remain in full force and effect. You and we agree that time is of the essence. You waive presentment, demand for payment, notice of dishonor and protest. You waive any right to trial by jury in any civil action arising out of, or based upon, this Agreement. If we obtain a judgment for any amount due under this Agreement, interest will accrue on the judgment at the judgment rate of interest permitted by law. This Agreement and any related documents represent the complete and integrated understanding between you and us with respect to the Services and use of Online Banking to initiate transactions involving your Accounts.