I. General Description of the Electronic Banking Services at Hamilton State Bank Service Agreement (“Agreement”)

A. What does this agreement cover? This Agreement between you and Hamilton State Bank (the “Bank”) governs your use of the Electronic Banking Services. The Electronic Banking Services permit our customers to perform a number of banking functions on accounts linked to the service through the use of a personal computer.

B. How do you accept the agreement? You accept all of the terms and conditions for use of any of the Electronic Banking Services described in this Agreement when you sign this Agreement or accept it online.

C. How does this Agreement relate to other agreements with the Bank? This Agreement is in addition to other agreements between you and the Bank, including checking, savings, and other deposit account agreements. Your use of Electronic Banking Services may also be affected by the agreements between us for your other accounts. When you link an account to Electronic Banking Services, you do not change the agreements you already have with us for that account. For example, when you use Electronic Banking Services to access a checking account, you do so under the terms and conditions we gave you in the agreement and disclosure for the checking account. You should review those agreements for any applicable fees, limitations on the number of transactions you can make, and other restrictions that might impact your use of an account with Electronic Banking Services. If there is any conflict between the terms and conditions of this Agreement and one contained in the other agreements between us, this Agreement will control.

Other than stated above, the Agreement is the entire agreement between you and the Bank with respect to Electronic Banking Services and it supersedes any marketing or other similar material pertaining to the Electronic Banking Services delivered to you in writing, verbally or obtained at our website or the website of an Internet Service Provider.

D. What Electronic Banking Services will be offered?
   a. Account balance inquiry
   b. Transfer between your Hamilton State Bank accounts
   c. Export transaction information to other software
   d. Electronic Bill Payment services
   e. Stop payments
   f. Check imaging
   g. Check reorder

E. How are Electronic Banking Services accessed? During your enrollment for the Electronic Banking Services, you create an online username and password. You can change your online password at any time in the Online Banking System. Use of the online username and password are the agreed upon security procedure to access the Electronic Banking Services through any of the equipment. You agree to keep these numbers and codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of the Electronic Banking Services.

F. What are the monthly service charges? There is no monthly service charge for accessing your linked accounts with Online Banking, or for paying bills using the basic Bill Payment service.

G. Are there any other charges? You should note that depending on how you access Electronic Banking, you might incur charges for:
   a. Some Bill Payment services such as overnight payments or POP (Pay Other People) Money.
   b. Normal account fees and service charges.
   c. Any Internet service provider fees.
   d. Purchase of computer programs such as Personal Financial Management (PFM) software.
   e. Payments or transfers made through Electronic Banking Services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
I. How are Electronic Banking Service cancelled? If you chose to cancel your Electronic Banking Services, any unprocessed payments will be cancelled. We recommend that you cancel any scheduled payments or transfers prior to notifying us that you are discontinuing the service. Hamilton State Bank will cancel any scheduled payments within two (2) bank business days from the date we receive your request to discontinue the service. If you close your primary checking account, or if it is no longer linked to your service, your Electronic Banking Service will end, and any unprocessed payments will be cancelled.

Your Electronic Banking Services remain in effect until they are terminated by you or Hamilton State Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing via email sent to support@HamiltonStateBank.com or by calling Customer Support at 770-967-5090. This cancellation applies to your Electronic Banking Services, and does not terminate your Hamilton State Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Electronic Banking Services for any reason, including inactivity, at any time. We may also cancel your participation if we receive a cease and desist order from a court or other regulatory authority. This cancellation applies to your Electronic Banking Services, and does not terminate your Hamilton State Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

J. May Electronic Banking Services be used with joint accounts? When your Electronic Banking Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer. Joint accounts using the same online username and password will be identified as one service.

K. How do you make changes to the Agreement? We may change this Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Electronic Banking Services after the effective date of a change, you indicate your agreement to the change.

L. Will an external email address be used? With Electronic Banking Services, we may send messages to your external email address relating to agreement changes and notifying you of responses to your payment inquiries, or as otherwise described within the Electronic Banking Services. If you subscribe to our Electronic Bill Payment Service, we may also use external email to notify you that you have new bills. We cannot act on instructions sent by you from an external email address. If for any reason your external email address changes or becomes disabled, please contact the Banking immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address by calling 770-967-5090.

M. How are transfers from money market accounts made? Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers, including Electronic Banking transactions, from money market deposit and savings accounts. You are limited to six (6) pre-authorized electronic fund transfers, telephone transfers, checks and point-of-sale transactions per statement cycle. (For more information on these accounts, see the applicable account agreement.) Each transfer or payment through the Electronic Banking Services from your money market account is counted as one of the six (6) limited transfers you are permitted each statement period. We charge a fee for each transaction in excess of this limit. Payments to your Hamilton State Bank loans are counted toward this limit for money market accounts. We recommend that you not use a money market account as your bill payment account because of these restrictions.

N. Will you be contacted by Hamilton State Bank or affiliated parties asking for your online username or online password? No Hamilton State Bank or Biller employee, nor any company affiliated with Hamilton State Bank Electronic Banking, will contact you via email or phone requesting your online username or online password. If you are contacted by anyone requesting this information, please contact us immediately.

O. How do you report unauthorized transactions? Call us at 770-967-5090. Customer Support is available from 8:30am to 5:00pm ET, Monday through Friday and 8:30am to noon ET on Saturday, excluding bank holidays.

You may also write us at:
P. How do you initiate payment inquiries? To initiate a payment inquiry, you may contact Customer Support by calling 770-967-5090, or contact us via email at support@hamiltonstatebank.com.

Q. Is your account information disclosed to anyone? We will disclose information to third parties about your account or your transactions:
   a. When it is necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment.
   b. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
   c. To comply with a government agency or court orders or with the request of a federal regulator.
   d. If you give us your permission.
   e. At our discretion, to our affiliates.
   f. On a closed account, if we reasonably believe you have mishandled it.

For more information on our Privacy Policy for consumers, you can visit our Privacy and Security page at www.HamiltonStateBank.com

R. What are account statements? We report your Electronic Banking transactions on periodic statements for your linked accounts. In addition to a description of each transaction, including whom you paid, the date and the amount of the transaction, your statements will include any transfers or bill payments you authorize using the Electronic Banking Services. You will be mailed periodic statements for your account with the regularity provided for in your agreements between you and the Bank, including checking, savings, and other deposit account agreements unless you have requested electronic statements (eStatements).

S. What do you do in case of errors or questions about your electronic transactions? Send the Bank an email message to support@HamiltonStateBank.com or call us at 770-967-5090.

You may write us at:
HAMILTON STATE BANK
CUSTOMER SUPPORT
PO BOX 249
BRASELTON, GA 30517

Contact us AT ONCE if you think:
- Your statement or transaction record is wrong.
- You need more information about a transaction listed on your statement.
- An unauthorized person has discovered your Electronic Banking password.
- Someone has transferred or may transfer money from your account without your permission.
- Bill payment transactions have been made without your authorization.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing or via email within ten (10) bank business days. When you contact us, please provide the following information:
- Your name and account number.
- The date and dollar amount of the transaction in question.
- The name of the Biller if the transaction in question is a payment.
- The transaction number assigned by Electronic Banking, if available.
- A description of the transaction about which you are unsure.

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 bank business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 bank business days for the amount you think is in error, so that you 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 your letter in 10 bank business days, we reserve the right not to provisionally credit your account.

If we conclude there was no error, we will send you a written explanation within three (3) bank business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

This applies to Personal, consumer accounts only.

T. What is my liability if an unauthorized person gains access to my account? Tell us at once if you believe your Electronic Banking credentials have been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. The unauthorized use of your Electronic Banking Services could cause you to lose all of your money in your accounts, plus any amount available under your overdraft protection.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can show that we could have stopped the transaction or transfer if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Electronic Banking username and password, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then only transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Electronic Banking session and close your browser to ensure confidentiality.

U. What is the Bank’s liability for failure to complete transactions? If we do not complete a transaction 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. For instance, we will not be liable:

- If, through no fault of yours, you don’t have enough available funds in your account (or available credit under your overdraft protection plan), or credit to cover the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevented the transaction or transfer, despite reasonable precautions we have taken.
- If there are postal delays or processing delays by the Biller.
- For the Bill Payment Service, if you do not allow at least five (5) bank business days between the scheduled process date and the payment due date.
- There may be other exceptions not specifically mentioned.

V. Are there limits on the Bank’s liability? In no event will the Bank or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the Electronic Banking Services, or for any loss of any data, even if we have been informed of the possibility of such damages.

II. What equipment and software are needed to access the Electronic Banking Services?

**Hardware and Software Requirements**

We recommend Internet Explorer 5.5 Service Pack 2 or higher but can support any browser with 128-bit encryption capabilities (i.e. Netscape 4.03 or higher).

**Supported Browser List** (as of 12-08-2014) for Retail Online

Your browser is an important part of the overall security measures designed to protect your Electronic Banking transactions. Please consult the information below to make sure you are using supported browser/system requirements.

- Screen Resolution set to 800 X 600 or higher
- Cookies enabled. (First and 3rd Party) for specific domain secureinternetbank.com
- JavaScript enabled
- Active X enabled
Please download the latest version of supported browsers. Prior to download please review each browser's system requirements.

**Operating Systems**

<table>
<thead>
<tr>
<th>Certified</th>
<th>Supported</th>
<th>Not Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Windows 7</td>
<td>Windows Vista</td>
<td>Windows XP</td>
</tr>
<tr>
<td>Windows 8</td>
<td>Mac OS 10.7</td>
<td>Mac OS 10.6</td>
</tr>
<tr>
<td>Windows 8.1</td>
<td>Mac OS 10.8</td>
<td></td>
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<tr>
<td></td>
<td>Mac OS 10.9</td>
<td></td>
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</tbody>
</table>

**Browsers**

<table>
<thead>
<tr>
<th>Certified</th>
<th>Supported</th>
<th>Not Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet Explorer 9.0 (32-bit)</td>
<td>Google Chrome</td>
<td>Internet Explorer 7.0</td>
</tr>
<tr>
<td>Internet Explorer 10.0 (32-bit)</td>
<td>Mozilla Firefox</td>
<td>Internet Explorer 10.0 (‘Metro’ mode)*</td>
</tr>
<tr>
<td>Internet Explorer 11.0 (32-bit)</td>
<td>Microsoft Internet Explorer 11.0</td>
<td>Internet Explorer 11.0 (‘Metro’ mode)*</td>
</tr>
<tr>
<td></td>
<td>Microsoft Edge</td>
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<tr>
<td></td>
<td>Apple Safari 7.0, 8.0, 9.0, 10.0</td>
<td></td>
</tr>
</tbody>
</table>

* - indicates ACH for Premier® will not function in this browser.

To print or download disclosures you must have a printer connected to your PC or sufficient hard drive space to save the disclosure.

Note: If you access Electronic Banking through Personal Financial Management (PFM) software, or another indirect service, all of the features of Electronic Banking may not be available, including, but not limited to, Electronic Bill Payment Service. To access all of the features and services offered by Electronic Banking, sign in directly through our website at [www.HamiltonStateBank.com](http://www.HamiltonStateBank.com)

**III. The Bank’s Liability for the Software, Computer Systems and Data**

A. What is the Bank’s liability for harm to computer systems/data? You agree that the Bank’s liability for viruses, worms, Trojan horses, or other similar harmful components that may enter your computer system by downloading information, software, or other materials from the Bank’s website shall be limited to replacing, or the reasonable cost of replacing the lost information, software or other material. We will not be responsible or liable for any incident, incidental or consequential damages which may result from such harmful components.
B. What is the Bank’s liability for performance of the software and the Electronic Banking Services? We make no warranty to you regarding your equipment or the software, including any warranty or merchantability or fitness for particular purpose. We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the Electronic Banking Services. We also may need to change the scope of our Electronic Banking Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided.

IV. Description of Electronic Banking Services

A. Transfers Between Your Accounts

1. How are transfer requests processed?
   - Transfers can be made between your linked Hamilton State Bank checking, savings or money market accounts and certain loans, or as a payment from any of those accounts to a linked installment loan or mortgage or personal line of credit.
   - The completion of a transfer is subject to the availability of sufficient funds at time of final processing. If you do not have enough available funds, you may incur a non-sufficient funds (NSF) fee. Please refer to the applicable account agreement and fee schedule for details.
   - Transfers you submit from a deposit account (checking, savings or money market deposit) are immediately reflected in your balances for that account. Transfers entered before the cutoff time of 5:45pm ET on a bank business day are processed on the same bank business day. Transfers entered after the cutoff time or on a non-bank business day are processed on the next bank business day. All transfers from a deposit account entered before 5:45pm ET are reflected on your statement with the calendar day on which they were entered.

2. What are the cut-off times for crediting transfers?
   - The crediting of funds depends on the type of account you are transferring to and the daily cutoff time. Electronic Banking transfers to deposit accounts are immediately reflected in the account balance online and at ATMs. In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks, direct debits), they must be entered before the cutoff time of 5:45pm ET. To avoid possible NSF or overdraft fees, please be sure to make your transfers before the cutoff time.
   - Funds transferred as a payment to an installment loan or mortgage account or personal line of credit before the cutoff time of 5:45pm ET will be credited with the date the payment is made. However, updates to account balances and funds availability may take up to two (2) bank business days. To ensure crediting of payments for the same calendar day, please be sure to make your transfers before the cutoff time.

B. How do you cancel payments and transfers?

1. How do you cancel a payment using Electronic Banking? You cannot cancel your transfer after it has been entered in Electronic Banking and the information has been transmitted to us. If order to cancel future dated payments, you must sign into Electronic Banking and go to the “Transfer” or “Bill Payment” sections. The delete or cancel feature is found in the “Scheduled Transfers” or “Pending Payments” sections of Online Banking.
   You may cancel or edit any scheduled payment (including any recurring payment) by following the directions within the “Transfer” or “Bill Payment” screens. Payments can be cancelled prior to 5:45pm ET on the bank business day of the scheduled payment (on most payments). If the payment’s status is “In Process” or “Processed,” you can no longer cancel it. After you cancel a payment, the status will change to “Cancelled.”

2. Is there an alternative method for cancelling payments and transfers? Note: The easiest and most convenient way to cancel a transaction is through the method described above. However, you may request to cancel a future-dated payment scheduled through Bill Payment Service by calling us at 770-967-5090. You may also call Bill Payment Expanded Customer Support at 855-848-1781, 7am until 1am ET, 7 days a week.
You may also write to us at:
HAMILTON STATE BANK
CUSTOMER SUPPORT
PO BOX 249
BRASELTON, GA 30517

We must receive your request three (3) bank business days or more before the transaction is scheduled for processing. 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. If you call or write to cancel a payment that is pending, you will be charged for a stop payment in accordance with the agreement for the appropriate linked account.

3. What is the Bank’s liability for failure to cancel or stop the payment? If you attempt to cancel a transfer or payment in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

C. How do you make a check image request? Check images may be viewed on transactions except pending transactions. To view a check image you click the “Check Number” in the description for the transaction you wish to view. You may view the front and back of a check through the Check Imaging system.

D. How do you export transaction information? Hamilton State Bank will export transaction information for use with a personal finance application, such as Quicken or Microsoft Money. To export transactions into a personal application, complete the “Download” prompts. There are four types of transfer formats that can be selected from the transfer list, the formats correspond with .csv files, Quicken, Microsoft Money and Quickbooks.

E. Accounts Linked to Your Electronic Banking Services. When you first set up your online banking access, we will link all of your eligible accounts. If you want to limit the accounts linked or the activity level assigned to an account, please call us at 770-967-5090 and a representative will discuss the available options with you.

F. How do you stop a payment? The Stop Payment option allows you to make a stop payment request. To stop a payment, select the account from the list of accounts. Once the account information is displayed, choose to stop the payment by selecting the stop payment button. We do not have any obligation with respect to a Stop Payment order if it is not received prior to the business day on which we receive the item for payment.

G. What is the Bill Payment Service? The Bill Payment Service is a feature of the Electronic Banking Services that enables you to initiate and authorize payments from your account(s) to individuals or companies that you set up in advance to receive payment through the Bill Payment service. You may pay anyone, from anywhere in the United States, 24 hours a day, 7 days a week. You will have the option of setting up such individuals or companies as one of two bill payment types: (1) recurring or (2) one-time. Moreover, there are certain Billers with whom we do not have an agreement who can, if you choose, deliver bills to you electronically (eBills). For those Billers with whom we do not have an agreement for electronic bill delivery or from whom you do not want to receive bills electronically you can manually enter your payments to those Billers upon receipt of a paper bill.

A complete description of the Bill Payment Service can be found in the Terms and Conditions found in Bill Payment. Bill Payment Customer Support is available by calling 855-848-1781, 7am to 1am ET, 7 days a week.

V. Additional Provisions Applicable Only to Business Accounts (other than Sole Proprietors)

A. How do you protect your password? The loss, theft or unauthorized use of your username and password could result in the loss of all the money in your account, plus any amount available under your ready reserve. Your use of the Electronic Banking Services is your agreement to assume all risks and losses associated with the disclosure of your username and password to your employees or other persons. You agree that we may send notices and other communications, including password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Hamilton State Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.
agree to: 1) keep your password secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. The Bank will have no liability to you for any unauthorized payment or transfer made using your password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your password even without receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner.

B. Acknowledgement of Commercially Reasonable Security Procedures. By using Electronic Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

C. Limitation of Bank’s Liability. If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you cancelled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. Unless otherwise required by law, in no event will the Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or attorney’s fees, even if we are advised in advance of the possibility of such damages.

VI. Other Terms and Conditions

A. Electronic Disclosure and Consent. You agree that we may provide you with all disclosures, notices and other communications, about Electronic Banking, including the Electronic Banking Service Agreement and any future amendments, in electronic form. We will provide all future notices by posting them in the online banking system or at www.HamiltonStateBank.com for a period of at least 30 days. You may download or print the notices from your computer. At your request, we will provide you with a paper copy of any of the above documents without any fee. You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Electronic Banking Services. You may obtain copies of any documents we provided electronically or withdraw your consent by calling us at 770-967-5090.

B. Ownership of Materials. The content and information on our website is copyrighted by Hamilton State Bank, and the unauthorized reproduction or distribution of any portions is prohibited.

C. What are the security measures? In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Electronic Banking Services to maintain or restore security to our
website or systems, if we reasonably believe your online username and password have been or may be obtained or are being used or may be used by an unauthorized person.

D. Is this Agreement severable? If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability will not affect the validity or enforceability of such provision in another jurisdiction or any other provisions in that or any other jurisdiction.

E. What is the area of service? The Electronic Banking Services described in this Agreement and any application for deposit services available at our website are solely offered to residents of the United States of America. Customers who are outside of the United States, however, may have limited access to their Electronic Banking information.

F. How will disputes be handled? If either you or we have irresolvable disputes or claims concerning the Electronic Banking Services, it will be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA) and Title 9 of the United States Code. Arbitration hearings will be held in Atlanta, Georgia or where mutually agreed to be held. A single arbitrator will be appointed by the AAA and will be a retired judge or attorney with experience or knowledge in banking transactions. The arbitrator will award the filing and arbitrator fees to the prevailing party. A judgement on the award of the arbitrator may be entered by a court.

G. Will a signature be required? When any payment or other electronic service generates items to be charged to your account, you agree that we may debit your designated account or the account on which the item is drawn without requiring your signature on the item, and without prior notice to you.

H. May terms or provisions be waived? We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

I. May the rights under this Agreement be assigned? We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party.

J. What is the governing law? The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to Georgia’s conflict of law provisions.

K. What happens if there is an act beyond our control? We shall have no responsibility and shall incur no liability for any failure to carry out, or any delay in carrying out, any of our obligations under this Agreement resulting from acts, omissions, or inaccuracies of third parties not under our reasonable control, acts of God (including, but not limited to, fire, floods, or adverse weather conditions), labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities or utilities, equipment or other technological failure, emergency conditions, or any other cause beyond our reasonable control.