THE GEO. D. WARTHEN BANK
CONSENT FOR ELECTRONIC DISCLOSURES AND E-STATEMENTS UNDER
THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT

Please read this information carefully and print a copy and/or retain this information electronically for future reference.

INTRODUCTION
You are submitting a request for The Geo. D. Warthen Bank's electronic services including but not limited to online banking, telephone banking, mobile banking and bill pay. In order to do this, we need you to consent to our giving you certain disclosures and E-Statements electronically. This document informs you of your rights when receiving legally required disclosures, notices, E-Statements and information from The Geo. D. Warthen Bank. By completing and submitting this request to us, you acknowledge receipt of this document and consent to the electronic delivery of such disclosures and E-Statements. All agreements with The Geo. D. Warthen Bank are subject to the terms and conditions stated below.

ELECTRONIC COMMUNICATIONS
Any disclosures and/or E-Statements related to your request will be provided to you through www.gdwbank.com. However, if you wish to obtain a paper copy of any of the disclosures, you may write to us at:

The Geo. D. Warthen Bank
PO Box 637
Sandersville, GA 31082

Papers copies of disclosures will be provided at no charge. Copies of statements are $5.00 per statement. In some cases, a research fee of $25 an hour may be assessed.

SCOPE OF CONSENT
Your consent to receive disclosures, E-Statements and to do business electronically, and our agreement to do so, only applies to this and all future requests for electronic services.

HARDWARE AND SOFTWARE REQUIREMENTS
To access and retain the disclosures and E-Statements electronically, you will need to use the following computer software and hardware: Internet Explorer 4.0 or above, Netscape Navigator 4.0 or above or equivalent software; and hardware capable of running this software. (This product is best viewed using Internet Explorer 7.0, 8.0, Mozilla FireFox 3.6.10 or Chrome 6.0 for Windows and Safari 4.0 for Mac.)

WITHDRAWING CONSENT
You understand that you may not withdraw your consent as to the disclosures and E-Statements we will provide to you at this time with your electronic banking application. You may withdraw your consent to do further business electronically with us at no cost to you. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic disclosures will not be affected.

CHANGES TO YOUR CONTACT INFORMATION
You should keep us informed of any change in your electronic or mailing address. You may contact The Geo. D. Warthen Bank at 478-552-6901 or in writing regarding any such changes at:

The Geo. D. Warthen Bank
PO Box 637
Sandersville, GA 31082

YOUR ABILITY TO ACCESS DISCLOSURES
By completing and submitting your request, you acknowledge that you can access the electronic disclosures and E-Statements in the designated formats described above.

CONSENT BY COMPLETING AND SUBMITTING YOUR REQUEST
I/We consent to having all disclosures and E-Statements provided or made available to me/us in electronic form and to doing business with The Geo. D .Warthen Bank electronically. I/We agree to the same terms that apply to a signed application or agreement, and I/We agree that submitting this consent or accepting these terms constitutes my/our signature as though same where physically signed by me/us. If there is a co-applicant or user, I/We represent and warrant that such co-applicant or user has authorized the submission of this application. This electronic submission/consent qualifies as my/our signature for all purposes and uses whatsoever.
Disclosures and E-Statements can be downloaded in Adobe Acrobat format (PDF) at www.gdwbank.com.

THE GEO. D. WARTHEN BANK
ONLINE BANKING
TERMS AND CONDITIONS

ONLINE INFORMATION SHEET, DISCLOSURES, AND ACCESS AGREEMENT

Welcome to The Geo. D. Warthen Bank Online Banking!

This Online Banking Agreement and Disclosure (the "Agreement") discusses how you can use The Geo. D. Warthen Bank's Online Banking (the "Service") to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing the Service.

If you previously registered for The Geo. D. Warthen Bank's Online Banking, this version of the Agreement replaces the agreement that you had with us. If you continue to use the Service, you are bound by these terms. Under this updated Agreement, corporate customers can use the Service to transfer funds between their Geo. D. Warthen Bank accounts. (Commercial customers can use the Service to transfer funds between their accounts if they have the appropriate agreement on file.) IF YOU ARE A CORPORATE CUSTOMER AND DO NOT WISH TO HAVE THE ABILITY TO TRANSFER FUNDS BETWEEN ACCOUNTS USING THE GEO. D. WARTHEN BANK'S INTERNET BANKING, PLEASE CALL US AT 1-478-552-6901, AND WE WILL REMOVE THAT FUNCTION FROM YOUR SERVICE.

If you use The Geo. D. Warthen Bank's Online Banking, you thereby indicate your consent to these terms. You may print a copy of this Agreement for your records now, or you can refer to this document in the Online Help section later at your convenience.

DEFINITIONS

The following definitions apply in this Agreement. "Online Banking" or "online services" are the Internet-based services providing access to your accounts including via mobile devices; "Online Account" means any deposit, loan, or credit card account from which you will be conducting transactions using a Service; "Login ID" is your Member Number and "Password" is the code that you select after the initial sign-on that establishes your connection to the Service. "Time of Day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable. "We" or "us" refer to The Geo. D. Warthen Bank which offers the Services and which hold the accounts accessed by the Services.

ACCESS TO SERVICE

The Geo D. Warthen Bank will provide mailed instructions on how to use the Online Banking service. There are also online instructions on how to use the Online Banking service through the HELP functions available at the site. You will gain access to your Online Accounts through the use of your Internet-enabled device, your Internet Service Provider, your login ID and your Password.

SECURITY & PROTECTING YOUR ACCOUNT

The Geo. D. Warthen Bank is strongly committed to protecting the security and confidentiality of our customer's account information. The Geo. D. Warthen Bank uses state-of-the-art technology in the ongoing development of its Online Banking service to ensure this security. We use several different methods to protect your account information:

* You can only access The Geo. D. Warthen Bank's Online Banking with certain browsers that have a high security standard.
* Your account numbers are not displayed in full - only the last 4 digits can be viewed.
* You must have a valid Access ID and Password to logon.
* Multifactor Authentication is required to access your accounts- includes the sending of a validation code via a text message or providing a validation code from an automated phone call along with the use of a user name and password.
* If no action is taken for 10 minutes, you will be automatically logged off The Geo. D. Warthen Bank's Online Banking.

YOUR RESPONSIBILITY

You agree....

* Not to give out your identifying information such as your Password to any other person. The Bank may rely on your Access ID to identify you when providing banking services to you.
* Never to leave your account information displayed in an area accessible by others.
* Never to leave your PC unattended while using The Geo. D. Warthen Bank's Online Banking.
* To always exit the system by clicking on EXIT after using The Geo. D. Warthen Bank's Online Banking.
* Notify The Geo. D. Warthen Bank immediately if you suspect that your Access ID or Password has become known to any unauthorized person. * Call 1-478-552-6901 or mail us at PO Box 637, Sandersville, GA 31082.

E-MAIL COMMUNICATIONS

Electronic messages sent and received via the "Contact Us" option in The Geo. D. Warthen Bank's Online Banking (i.e., once your Access ID and Password have been accepted by The Geo. D. Warthen Bank and your browser shows that a secure connection has been established) are secure. Communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless using the electronic communication options provided in our Customer Service section. You agree that we may take a reasonable time to act on any e-mail. Correspondence that requires expeditious handling -- for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to immediately stop payment on a check you have issued, should be made by calling the Bank. (The toll-free number for the Customer Service Center is listed on the homepage at www.gdwbank.com.) You agree that The Geo. D. Warthen Bank may send you electronic messages about other products or services we offer. If you send The Geo. D. Warthen Bank an electronic mail message, The Geo. D. Warthen Bank will be deemed to have received it on the following business day. The Geo. D. Warthen Bank will have a reasonable time to act on your e-mail. You should not rely on electronic mail if you need to communicate with The Geo. D. Warthen Bank immediately. You agree that The Geo. D. Warthen Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by The Geo. D. Warthen Bank shall be considered received within three (3) days of the date sent by The Geo. D. Warthen Bank, regardless of whether or not you sign on to the Service within that time frame.

HOURS OF OPERATION

The Services are available 24 hours a day, seven days a week, except during special maintenance periods. For purposes of transactions, The Geo. D. Warthen Bank's business days are Monday through Friday, excluding Federal holidays. All online service transactions which are requested on Saturdays, Sundays, or holidays on which The Geo. D. Warthen Bank chooses to remain closed, will be processed on the next business day. The Geo. D. Warthen Bank's business day begins at 9:00 a.m.

TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

(1)Transfer of Funds. Transfer funds among your checking accounts, savings accounts and money market accounts. You may also make loan, line of credit, and credit card payments. NOTE: Because regulations require The Geo. D. Warthen Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

(a)Savings Accounts: you are allowed 6 free withdrawals per month. You will be charged $4.00 for each excessive withdrawal per month.

(b)Money Market Accounts: you are allowed 6 transfers from your account each statement cycle. Charges which may be applied to this account: $5.00 for each check transaction, each electronic debit, ACH, or Internet transaction in excess of 6 per statement cycle ** (ATM withdrawals are considered in person and are unlimited) (Withdrawals in person are unlimited)

**If you exceed the restrictions more than three times during a 12-month period, we will close the savings or money market account and transfer the funds to a checking account or convert those accounts to an account not limited to transactions.

(2) Insufficient Funds to Complete Transfer. If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created.

(3) Limits On Transactions. There is a maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the deposit account to provide overdraft protection.

DISCLOSURE OF ACCOUNT INFORMATION

We may disclose information to third parties about your account or the payments or transfers you make:

* When necessary for verifying or completing payments or transfers, or to resolve a problem related to a payment or transfer;
* To verify the existence and status of your account for a third party such as a credit bureau or merchant;
* At the Bank's discretion, to any of our subsidiaries or affiliates;
* If you give us your written (including electronic message) permission; or
* As otherwise permitted or required in the Bank's Deposit Agreement and Disclosures or other applicable agreements, or by law or government regulations.

YOUR OBLIGATION TO EXAMINE RECORDS AND REPORT DISCREPANCIES

The Bank provides no separate written confirmation of individual payments or transfers. Confirmation is provided through online information available from the Service and through your periodic account statements. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records.

You also agree to notify us immediately of any discrepancy you may find in reviewing online information. In no event shall the Bank be liable for interest compensation as described below, unless we are notified of a discrepancy within 30 days from the date of your first statement reflecting the discrepancy.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 1-478-552-6901, email us at info@gdwbank.net, or write us at PO Box 637, Sandersville, GA 31082, ATTENTION: OPERATIONS, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer on your statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem 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 there is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will re-credit your account for the amount you think is in error, so that you will have use of the money during the time it takes to complete our investigation. If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

ACKNOWLEDGEMENT OF COMMERCIALLY REASONALBE SECURITY PROCEDURES

By using the Service, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by any 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 have had a reasonable opportunity to act on such notice).

LIMITATIONS 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 which is less than the amount per your instructions, unless otherwise required by law our liability shall be limited to interest on the amount which 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 canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event shall we be liable to both parties, and our payment to either party shall fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which 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 shall 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 attorneys' fees, even if we are advised in advance of the possibility of such damages.

MISCELLANEOUS PROVISIONS RELATED AGREEMENTS
Your Geo. D. Warthen Bank accounts accessed by The Geo. D. Warthen Bank Online Banking continue to be governed by the following bank agreements and documents, as they are amended from time to time:
(1) Deposit Agreement and Disclosures,
(2) the applicable Personal or Business Schedule of Fees,
(3) the applicable Miscellaneous Fees for Personal or Business Accounts, and for Money Market Accounts, your Money Market Account Customer Agreement. If you have overdraft protection or credit card accounts that are accessed by the Service, they continue to be governed by the applicable agreements you have with The Geo. D. Warthen Bank. If any inconsistency exists between such other documentation and this Agreement, then this Agreement shall control to the extent of the inconsistency.

OUR ABILITY TO TERMINATE SERVICES
You are responsible for complying with all the terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the Service. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing. We can also terminate the Service if we believe that an actual or potential unauthorized use of your Access ID, Password or account may be occurring. The Geo. D. Warthen Bank reserves the right to terminate your access to The Geo. D. Warthen Bank Online Banking Service or any portion of it in its sole discretion, without notice and without limitation, except as may be required by law.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 60 day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to access the Service.

To Cancel the Online Banking service you must notify The Geo. D. Warthen Bank and provide your name, address, and the effective date to stop the Service. You may notify The Geo. D. Warthen Bank by one of the following:

(1) By sending an e-mail to The Geo. D. Warthen Bank at info@gdwbank.net
(2) By calling The Geo. D. Warthen Bank at 1-478-552-6901
(3) By writing a letter and sending it to
The Geo. D. Warthen Bank
Attention: Internet Banking Coordinator
PO Box 637
Sandersville, GA 31082

AMENDMENT
We can amend this Agreement upon notice to you, which you agree may be sent by e-mail. Any notice will be effective not later than ten (10) days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

NEW SERVICES
We may, from time to time, introduce new services that are part of The Geo. D. Warthen Bank's Online Banking. We will update this Agreement to notify you of these new services. By using The Geo. D. Warthen Bank's Online Banking after those new services become available, you agree to be bound by the terms contained in the revised agreement.

VIRUS PROTECTION
You agree that The Geo. D. Warthen Bank is not responsible for any electronic virus that you may encounter using The Geo. D. Warthen Bank's Online Banking. We encourage you to routinely scan your PC and diskettes using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

OUR LIABILITY
Except as specifically provided in this Agreement or where the law requires a different standard, you agree neither that The Geo. D. Warthen Bank nor any third party service providers engaged by The Geo. D. Warthen Bank to perform any of the services connected with The Geo. D. Warthen Bank's Online Banking shall be responsible for any damages, loss, property damage or bodily injury, incurred as a result of your using or attempting to use The Geo. D. Warthen Bank's Online Service, whether caused by the equipment, software, Internet browser providers such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Internet Explorer browser), Internet access providers or on-line service providers or an agent or subcontractor of any of the foregoing. Nor shall The Geo. D. Warthen Bank or any third party service providers engaged by The Geo. D. Warthen Bank be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, The Geo. D. Warthen Bank's Online Banking or Internet browser or access software, or from the unavailability of The Geo. D. Warthen Bank's Online Banking or for any errors in information provided through that service.

CHARGES AND FEES

Customer Service requests for which you may be charged by The Geo. D. Warthen Bank include:

(1) Ordering copies of checks, copies of statements or other requests made through the 'Send a Request' option. These service requests are subject to The Geo. D. Warthen Bank's normal service charges that were disclosed at account opening and in any subsequent editions of oUr amendments to your Schedule of Fees brochure. Please refer to the latest version of your Schedule of Fees & Disclosure document and any applicable amendments.

(2) Transfers of funds using The Geo. D. Warthen Bank's Online Banking are free except as follows:
   (a) If you have a Money Market Account and/or a Savings Account, the number of transactions that you are allowed during a monthly statement cycle is limited. Transfers through The Geo. D. Warthen Bank's Online Banking are counted, and if you exceed the total number of authorized transactions for those accounts, your account will be charged as stated above. (TRANSACTIONS WITH ONLINE BANKING)
   (b) If a transfer from a deposit account draws funds from an overdraft line of credit, or you directly make a transfer from your line of credit, you may be charged a fee for each advance, as stated in your line of credit agreement.

ENTIRE AGREEMENT

This Agreement, as it may be amended from time to time, contains the entire understanding between you and The Geo. D. Warthen Bank concerning The Geo. D. Warthen Bank's online service, and supersedes any verbal conversations, other communications, and previous agreements, if any.

GOVERNING LAW

This Agreement is governed by the laws of Georgia and applicable federal law.

YOUR AGREEMENT TO THESE TERMS AND CONDITIONS

Your registration for The Geo. D. Warthen Bank's Online Banking confirms (1) your agreement to be bound by all the terms and conditions of this Agreement; and (2) your acknowledgment that you received and understand the terms of this Agreement.