

Terms and Conditions Agreement

Online Services Agreement

1. General

This Online Services Agreement ("Agreement") for accessing your 1st Franklin Financial Corporation loan account(s) via the Internet explains the terms and conditions governing 1st Franklin Online Services and other financial services offered through 1st Franklin (collectively, "Online Services") and contains the disclosures and other information required by the Electronic Funds Transfer Act, as implemented by Regulation E (15 U.S.C. 1693 et. Seq., 12 C.F.R., Part 205) or other applicable laws. By using Online Services you agree to abide by the terms and conditions of this Agreement. This Agreement is governed by and interpreted in accordance with federal law and regulation, and to the extent there is no applicable federal law or regulation, by the laws of the State of Georgia. The words "our," "we," "us," and "1st Franklin," refer to 1st Franklin Financial Corporation. The words "you," "your," and "yours" means each person in whose name the loan account(s) with 1st Franklin is maintained or who exercises ownership interest in such loan account(s).

Online Services is a consumer electronic financial service provided by 1st Franklin. You must have a 1st Franklin loan account and access to a personal computer to use 1st Franklin's Online Services. Online Services allows you to review your loan account(s) histories, make loan payments, change account descriptions, and review Electronic Statements. Online Services is voluntary. You do not have to use Online Services to get a loan from us.

By using Online Services as described below, you agree to be bound by the terms and conditions contained in this Agreement. If you choose to allow others to access your loan account(s) through Online Services, then you are responsible for their actions or activities. Online Services transactions are additionally governed by any other separate agreement(s) you may have with 1st Franklin, including but not limited to, the loan agreement and related documents that you signed and/or were given to you at your loan closing(s).

2. Protecting Your Account

Notify us at once if you believe another person has improperly obtained your Online Services password. Also notify us if you suspect any fraudulent activity on your account. You may notify us by contacting your [1st Franklin office](#) . If you prefer, you may also notify us in writing or visit us in person.

A. Your Liability

You agree to call us immediately if you believe that an unauthorized person obtains or has obtained access to your Online Services password or if there has been fraudulent activity on your account.

If you believe your bank account information has been lost or stolen, you must contact your bank directly. We cannot close, cancel, or put a hold on your bank account for you. If this happens, you must also Stop your Payments as described in paragraph 4 below. After that, you will have to continue making your payments on time or set up a new EFT Authorization for your new bank account by filling in all applicable information on the Make a Payment tab.

B. Preventing Misuse

It is extremely important that you take an active role in the prevention of any wrongful use of your account. If you find that your records do not agree with ours, you must immediately contact your [1st Franklin office](#).

Protect your Online Services password - The password that you use to gain access to Online Services should be kept confidential at all times. For your protection we recommend that you change your Online Services password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your password may have been lost or stolen, or that an unauthorized EFT was made, notify your [1st Franklin office](#) at once.

3. Balance Inquiries and Payments

You may use Online Services to check the balance of your loan account(s) and to make payments to your loan account(s) selected for Online Services. In order to initiate one of these payments, called an "Electronic Funds Transfer" or "EFT" transaction, you must first use your password to obtain access to Online Services. The balance shown on your loan account(s) may include payments still subject to verification by us. The balance shown also may differ from your records because it may not include payments in progress. If you have questions about your balance, please call your local [1st Franklin office](#).

4. Electronic Funds Transfers (EFTs)

You may also use Online Services to authorize us, in advance, to initiate an EFT once or at automatically recurring intervals (such as monthly). This system is called "Preauthorized EFT", and will allow us to regularly take money out of your bank account to make loan payments WITHOUT GETTING YOUR APPROVAL BEFORE EACH WITHDRAWAL. By setting up preauthorized EFTs, you are giving us permission to deduct the money from your bank account at the interval(s), such as monthly, that you set up.

To participate in our Preauthorized EFT program, you must agree to these terms and conditions and you must complete the EFT Authorization by filling in all applicable information on the Make a Payment tab.

You now agree that 1st Franklin and its service providers will not be held responsible for any loss resulting from the use of the Preauthorized EFT's that you set up, except as required by law.

5. Your Right to Stop Payments

You may stop a future payment you have authorized. To do so, you must notify us at least three (3) business days before the payment is scheduled to be made. You can stop your payment in any of three ways: (1) Call us at your [1st Franklin office](#) and ask us to stop the payment, or (2) Write to us at the [following address](#) (remember that we must receive your letter as least three (3) business days before the scheduled payment); or (3) By using Online Services.

If you stop any one payment, all future Preauthorized EFT payments will be stopped. To restart your Preauthorized EFT payments, you must create a new EFT Authorization by filling in all applicable information on the Make a Payment tab.

If you close, put a hold on, or cancel the bank account from which we are taking Preauthorized EFTs, it is your responsibility to notify us prior to any more scheduled payments, or to STOP the Preauthorized EFTs that you first set up, and create a new EFT Authorization with your new bank account by filling in all applicable information on the Make a Payment tab.

6. Receipts and Statements

You have the right to receive receipts for your Online Services EFT payments. You may receive a receipt from your Online Services account by printing the Confirmation screen you will view after completing your

payment transaction, OR you may receive a receipt by regular mail. To receive a receipt by mail, you will need to contact your [1st Franklin branch office](#) and request that a receipt be sent to you.

You have the right to receive periodic statements of your account. To receive one or more statements of your account by mail, you will need to select "Paper Statements". To receive one or more statements of your account electronically, you will need to select "Electronic Statements".

7. Accessing Your 1st Franklin Financial Account(s)

A. System Requirements

To access your loan account(s) through Online Services, you must have an eligible 1st Franklin loan account, enroll in Online Services by agreeing to this Online Services Agreement, and have an Online Services password. In addition, you must have the required Internet secure browser software as defined by 1st Franklin. You agree that you are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Online Services. You also agree that you are solely responsible for installing appropriate software, including but not limited to, anti-virus software, anti-spyware, and firewalls on your computer hardware to prevent key logging and/or other intrusions that may allow a third party to unlawfully view activity on your computer.

The minimum browser requirements to access Online Services are: a browser with 128-bit encryption, cookies and JavaScript must be enabled; Microsoft Internet Explorer 5.0 or higher, Netscape Navigator 4.7 or higher; Mozilla Firefox 1.0.6 or higher; or Apple Safari 1.1 or higher.

If you choose to receive your statements electronically, Netscape Navigator 7.1 and Microsoft Internet Explorer 7.0, with the latest service packs, are recommended to take full advantage of the system. In addition, you must have Adobe Acrobat Reader 6.0 or higher, to view your E-Statements.

B. Fees

There are no monthly or transaction fees for accessing your loan account(s) or making loan payments.

8. Terms and Conditions

The first time you access your 1st Franklin loan account(s) through Online Services, it will confirm to us your agreement to be bound by all of the terms and conditions of this Agreement and will acknowledge your receipt and understanding of this disclosure. **IF YOU DON'T AGREE WITH THIS TERMS AND CONDITIONS AGREEMENT, DO NOT USE ONLINE SERVICES.**

A. Your Online Services Access Password

To use Online Services, you must set up a password. You are responsible for the safekeeping of your password. You agree not to disclose or otherwise make available your password to anyone not authorized to sign on to your account, and you agree to change your password when third parties are no longer authorized to access or utilize your Online Services account. We recommend that you change your password regularly. Do not use numbers for your password that are easily associated with you, such as your telephone number, address or birth date. You authorize 1st Franklin to act on instructions received under your password. You agree that you are responsible for keeping your password, loan account number(s) and other account data confidential at all times.

B. Our Liability

Except as specifically provided for in this Agreement or where the law requires a different standard, you agree that neither 1st Franklin nor 1st Franklin's Service Providers shall be responsible for any loss, property damage or bodily injury, whether caused by 1st Franklin, equipment, software, or 1st Franklin's Service Providers or any agent or subcontractor of any of the foregoing. Nor shall 1st Franklin or 1st Franklin's Service Providers be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way from the installation, use or maintenance of the equipment, software or Internet browser or access software. If, however, you timely and properly advised us (see "Your Right to Stop Payments" above) to Stop a Preauthorized EFT, and we made the payment causing you to incur any bank charges or fees, then we are liable to you for all damages directly caused by our error, including any NSF fees you were charged as the result of our error. Simply notify us at your [1st Franklin branch office](#) and have documentation to prove any damages you sustained.

C. Changes to Fees or Other Terms

We reserve the right to change any term or condition described in this Agreement at any time. If a change would result in any fees or charges, increased liability for you, fewer types of available EFTs, or stricter limitation on the frequency or dollar amounts of payments, we will mail to your address shown on our records or deliver to you electronically written notice of such change(s) at least twenty-one (21) days before the effective change(s) in any such terms or conditions, unless prior notice is excused by law or an immediate change is necessary to maintain the security of our system. If such an immediate change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with written or electronic notice no more than thirty (30) days after making the change permanent. If you maintain your Online Services after the effective date of the change, then you are indicating your agreement with accepting the changes. Changes to fees applicable to specific loan account(s) are governed by the loan agreement and related documents that you signed and/or were given to you at your loan closing(s). You agree that 1st Franklin may deliver via electronic communication any future notices and information as may be required by law or regulation (collectively, "Notices") to be provided to you pertaining to the Online Services and this Agreement. We may deliver future Notices electronically by posting such Notices or a link to such Notices on our web site or by sending such Notices to the e-mail address that you have provided to us. YOU AGREE TO PROMPTLY NOTIFY US OF ANY CHANGE IN YOUR E-MAIL ADDRESS.

D. New Services

1st Franklin may, from time to time, offer and introduce new Online Services features. 1st Franklin will notify you of the existence of these new products and services. By using these services when they become available, you agree to be bound by any rules, which will be communicated to you, concerning these services.

E. Payment Limitations

1st Franklin reserves the right to terminate this Agreement and your access to Online Services in whole or in part, at any time without prior notice. You agree to be responsible for any telephone, DSL, and/or Internet charges incurred for accessing your account through Online Services. Finally, you agree to be bound by the terms, conditions, rules and regulations of any funds transfer system to which 1st Franklin belongs, as well as all applicable state and federal laws.

F. Other General Terms

1st Franklin reserves the right to terminate this Agreement and your access to Online Services in whole or in part, at any time without prior notice. You agree to be responsible for any telephone, DSL, and/or Internet charges incurred for accessing your account through Online Services. Finally, you agree to be

bound by the terms, conditions, rules and regulations of any funds transfer system to which 1st Franklin belongs, as well as all applicable state and federal laws.

9. Other Information

A. Business Days/Hours of Operation

Payments made on Monday through Friday between the hours of 7:00 a.m. - 10:00 p.m. ET and Saturday 7:00 a.m. - 6:00 p.m. ET, will be applied to your loan(s) that day, except when we are closed for one of the following holidays: New Year's Day, MLK Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, or Christmas Day. Any payments made after these hours, or on a holiday, will be applied to your loan(s) on the next business day. You will not receive credit for Online Services payments until the payments are APPLIED to your account.

B. Equipment

We are not responsible for any loss, damage or injury resulting from an interruption in your electrical power or telephone service; the disconnecting of your telephone line by your local telephone company or from deficiencies in your line quality; or any defect or malfunction of your computer, modem, or telephone line. We are not responsible for any services relating to your computer other than those specified in this Agreement. If any equipment failure occurs in any way relating to your computer, modem, or telephone line, 1st Franklin is not responsible. After making a payment on your loan account(s), we recommend that you follow up to verify that the payment was made and posted to your loan account(s).

C. Business Days/Hours of Operation

If you want to contact someone in one of our loan offices, our business days and hours are Monday, Tuesday, Thursday and Friday, 8:30 a.m. to 5:30 p.m. and on Wednesday from 8:30 a.m. to 1:30 p.m., except when we are closed for one of the following holidays: New Year's Day, MLK Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, or Christmas Day. Online Services is available 24 hours a day, seven days a week, except during times of periodic maintenance.

10. Error Resolution Notice

In case of error or questions about your electronic transactions (EFTs), please contact your [1st Franklin office](#). Contact us as soon as possible if you think your statement contains an error or if you need more information about a payment listed on the statement. We must hear from you no later than 60 days after we send you the FIRST statement in which the problem or error appeared.

1. Tell us your name and loan account number(s).
2. Describe the error or the payment you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if your loan account has been open for 30 days or less) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer or transaction involved a loan account opened for 30 days or less) to investigate your complaint or question. In this case, we will credit your loan account within 10 business days (20 business days if your loan account has been open for 30 days or less) for the amount you think is in error. If we find no error, then

we will give you a written explanation of our findings and, if applicable, charge your account for the amount we previously credited to your account.

If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your loan account as described above. We will inform you of the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that support our investigation.

If you feel that your error has not been resolved for any reason or that your resolution was unsatisfactory, please call our Corporate Office at 1-800-282-0709 (GA Only) or 1-800-700-7943 (Outside GA) and ask for Branch Administration.

11. Authorization To Charge Accounts

If you pay by Electronic Funds Transfer, and the EFT is not paid or is returned unpaid for any reason other than an error by 1st Franklin personnel, then you agree that we can reverse the payment and charge your account the amount that was unpaid. In addition, you agree that we may charge your account an NSF (non-sufficient funds) charge as agreed in your Loan Agreement. You also agree to make the unpaid or returned payment as soon as non-payment is brought to your attention, and you agree to pay the NSF charge. You authorize 1st Franklin to charge your account if we or you made any errors in processing your EFT transaction(s) so that the proper amount of the charge was not requested or paid by your account. In no event can we deduct more from your account than you authorized. Note that you agree and understand that we can stop or terminate your right to use Online Services for payments on your account(s) at any time and without notice to you, for any reason. Finally, you agree that if you paid more than the amount then due on your loan(s), and the mistake caused you to incur other charges (such as NSF fees because you paid us \$1,000 instead of \$100 as you intended), then 1st Franklin's liability to you is limited to refunding the amount that you overpaid in error and that 1st Franklin will not reimburse you for other charges or fees that you incur as a result of your mistake.