

**Great Florida Bank  
Internet Banking Terms and Conditions**

**I. Introduction**

**Overview**

This is the agreement for your Online Banking and Automated Bill Payment Service ("Agreement") and certain disclosures for electronic fund transfers. This Agreement governs the terms and conditions for your use of Online Banking and Bill Payment Services offered by Great Florida Bank.

In order for Online Banking Service to be available to you, you must request the service and the accounts that will be accessed and we must approve the service in connection with those accounts. This Agreement applies to all persons who are parties to the accounts. Your receipt of this Agreement does not mean that the services are activated for you. Please read this document carefully and print a copy for your records.

**Terms of Acceptance**

When you use our Services or you permit any other person or other entity to use our Services, you agree to the terms and conditions we have set out in this agreement and any instructional material, which we provide you regarding the Services. Your use of the Services may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to us. All electronic communications that meet these requirements will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You are responsible for selecting all hardware and software and your Internet provider, and for any defect or malfunction, including interruption of Internet service.

**Terms of Agreement**

This Agreement is in addition to any other agreements or disclosures between the customer and Great Florida Bank, including but not limited to the Bank's "Consumer Deposit Account Agreement & Disclosure", "Commercial Deposit Account & Disclosure", "Signature Card", and any change of terms notices governing your Checking and Savings Accounts. Please refer to these Agreements or Disclosures for more information regarding your accounts.

**Customer Authorization**

Further, you authorize the Bank and appropriate third parties to debit, transfer and process instructions initiated under your User ID. Great Florida Bank is entitled to act on instructions received through Great Florida Bank Online Banking and Bill Payment services under your User ID.

**Electronic Funds Transfer Act**

Some of the transactions permitted under this Agreement are governed by the Electronic Fund Transfer Act, and some of the terms and conditions of this Agreement are disclosures required by the Act. Business Account holders are not entitled to those rights provided to Consumers by the Electronic Fund Transfer Act. Therefore, the Electronic Fund Transfers Disclosure is not applicable to Business Accounts.

## II. Agreement Terminology and Definitions

**Online Banking** is the internet-based service providing access to your Bank account(s); the service this Agreement is providing.

**Online Account** means the eligible deposit or loan accounts owned by you, that you have listed on the "Application for Online Banking" for inclusion in the Online Banking and Bill Payment Service.

**ISP** refers to your Internet Service Provider.

**PC** means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account.

**Eligible Account** refers to the following personal or non-personal account types that may be linked: checking, savings, consumer loan (personal only), and time deposits.

**Consumer** is used to refer to a natural person who owns an Eligible Account with respect to which an Online Banking Service is requested primarily for personal, family or household purposes.

**Non-Personal** refers to business or commercial accounts that are used primarily for non-personal use.

**Authorized Representative** is used to refer to a person with authority of any kind with respect to an Eligible Account or Online Banking Transaction

**Customer** is defined as the individual utilizing the services of Online Banking.

**Account** is defined as the Online Account the Customer designates as their Primary Account for Online Banking to pay bills and have service charges deducted. Note: Transaction limitations applicable to savings and money market accounts addressed in the Agreement.

**Primary Account** see the definition of Account above.

**Time of day** reference is Eastern Standard Time (EST).

**Online Bill Payment Service** is an optional online service within Online Banking that enables the scheduling of single payments as well as recurring payments using a personal computer.

**Bill Payment Account** is the account indicated on the Bill Payment Service Application for posting of payment transactions generated electronically by the service.

**Block** is an Online Banking account status that prevents current and pending bill payment transactions from being made.

**Business Day** Our business days are Monday through Friday except Federal bank holidays.

**Insufficient Funds** means that the amount of funds in an account is less than the amount of an item or transaction being presented for payment or execution.

**Unavailable Funds** means that the amount of available funds in the account is less than the amount of an item or transaction being presented for payment or execution.

Online Services (**Services**) means that information, communication and transactions provided to you by us through any non-branch remote channel (excluding ATMs), including the web site [www.greatfloridabank.com](http://www.greatfloridabank.com)

**We, Us, or Bank** refers to Great Florida Bank which offers the Services and which holds the accounts accessed by the Services;

**You or Your** mean each person who has an interest in an account or other relationship, which is accessible through the Online Services and any person authorized such access. Online Services

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### III. Service Information

#### **Computer Requirements**

In order to provide user-friendly and an intuitive interface, several standards have been maintained in the areas of screen navigation, data-entry procedures, and button activation.

#### **Technical Specifications**

1. Browsers such as Mozilla Firefox 3.6, Safari 4 and 5, Google Chrome or Microsoft® Internet Explorer versions 7.0 and 8.0 are required in order to accommodate security requirements. In addition, Java Script and cookies must be enabled on the browser used.
2. User name must be 6 to 20 characters in length. It must be alpha numeric
3. Password must be 5 to 10 characters in length. It must be alpha numeric with at least one special character.
4. Email Addresses Requirement: Email addresses must contain a @ sign and a period (.). As an example: user@AOL.com.
5. Technical Assistance: If you experience any technical difficulties, contact Online Banking Customer Support at 1-866-322-5042 or send us a secured email with our [Contact Us](#) form.

#### **Account Access**

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must have an established United States address with Great Florida Bank to utilize Online Services. You must also have at least one Eligible personal deposit, account or one non-personal deposit account with us.

If you close your primary personal or non-personal checking account, your services will end and any unprocessed bill payment transactions will be cancelled.

#### **Access Codes**

During your enrollment for the Services, you are required to select your password and will be assigned: a User Name and a Customer Access Number. Additional numbers and words may be required depending on the type of service you selected. Use of these Access Codes, is the agreed security procedure to access the Services. You agree to keep these numbers, words and codes confidential to prevent unauthorized access to your accounts and to prevent unauthorized

use of the Services. For security purposes we recommend that you do not use the same Access Codes you use on other bank products.

#### **Available Services**

Depending upon the particular features and the Equipment you select you may be allowed access to the following Services by first entering your Access Codes:

- F. **Online Banking.** You may use Online Banking to access Account Information, Stop Payment, Check Reorder and to make Funds Transfers between Eligible accounts. Transfers made after 8:00pm Eastern Time on a business day will be processed on the next business day.
- G. **Check Images.** Check Images are only available for 60 calendar days.
- H. **Online Bill Pay.** You may use Online Bill Pay to make one-time, future-dated, and repeating payments from an Eligible account.
- I. **Bill Payments.** We recommend all bill payments be scheduled at least five business days in advance of the due date presented by the Payee. Bill payments scheduled before 8:00pm Eastern Time on a business day will be processed on that business day. Bill payments scheduled after 8:00pm Eastern Time will be processed on the following business day. If the Payment Date falls on a Sunday, or a Federal bank holiday the Payment Date will default to the next business day.

#### **Use of Services**

In addition to the terms, conditions and information provided in this Agreement, you agree to abide by the terms, conditions, and other limitations contained in the Disclosures provided at the account opening. You also agree to be bound by other express limitations and restrictions related to the Services provided under this Agreement and elsewhere on [greatfloridabank.com](http://greatfloridabank.com). Product descriptions provided on [greatfloridabank.com](http://greatfloridabank.com) are provided for your convenience only.

#### **Request for Stop Payment**

You may utilize Online Banking to initiate stop payment orders with respect to certain unpaid checks. Bank will use reasonable care in acting upon Principal's stop payment orders. However, you understand and agree that the Bank shall in no way be liable in the event that a check subject to a stop payment order is paid within 24 hours of when the order is submitted to Bank. The charge for each stop payment request will be the current charge for such service as set forth in the Bank's Schedule of Fees. You further understand and agree that each stop payment request will remain in force for a period of six months, at which time it will expire, and that any six month renewals (or portions thereof) shall be subject to normal related fees. Authorized Representative hereby agrees to hold Bank harmless for any stop payment amount as well as for expenses and costs incurred by Bank as a result of refusing payment of a check subject to a stop payment order. Additionally, Authorized Representative understands and agrees that Bank may disregard any stop payment order, or any renewal or withdrawal, that is not submitted by you or an authorized representative of the account or in such a manner as to afford Bank a reasonable opportunity to act on it. In addition to the above, authorized representative acknowledges and understands that any prior verbal stop payment orders communicated to Bank by Principal are not valid or recognized by Bank.

#### **Email**

Through the use of certain Equipment and/or Software, you can use electronic mail (email) to contact us about inquiries, maintenance and/or problem resolution issues. Email is not a secure method of communication over the Internet and we recommend you do not send confidential

information by email. If you would like a secure way to contact us, use the electronic forms provided inside the Online Banking Service Product

A valid email address is required to use Online Services. It is your responsibility to ensure we have a valid email address at all times. You can update your email address on the Internet by accessing your Online Banking Service and selecting user option, or by calling Online Banking Services at (866) 514-6900.

**Online Fees**

Once you are an enrolled user of the Services, you may be charged the applicable Monthly Fee and/or Usage Fee whether or not you use the Services

**Primary Account**

The Checking Account you designate at the time you enrolled for Online Banking will be the checking account from which all bills will be paid. Any other charges associated with the Service will also be deducted from the designated account.

**Fee Schedule**

You agree to pay any and all fees associated with these services and for other services utilized through Online Banking as outlined in the Bank's "Personal/Commercial Accounts Disclosures, Schedule of Fees & Internet Banking Terms and Conditions" for both Personal and Commercial accounts.

**Authorization of deduction**

You authorize us to deduct all applicable Online Banking and Bill Payment Service fees from your designated Checking Account. We may change or add fees for Online Banking Services at any time with 30 days prior written notice. Until such notice, fees in the appropriate Accounts Disclosures & Schedule of Fees will apply.

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**IV. Security**

a. **Password**

In order to maintain secure communications and reduce fraud, you agree to protect the security of your customer access number, password, public keys or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our Site and systems, if we reasonably believe your Access Codes have been or may be obtained or are being used or may be used by an unauthorized person(s)

b. **Password responsibility**

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

1. Do not give out your account information, Password, or User ID;
2. Do not, under any circumstance, disclose your password by telephone or to any one claiming to represent Great Florida Bank; Great Florida Bank employees do not need and should not ask for your password.
3. You are liable for all transactions made or authorized using your password. Great Florida Bank has no responsibility for establishing the identity of any person using your password. If, despite Great Florida Bank advice, you give your password to

anyone, you do so at your own risk since anyone to whom you give your Great Florida Bank Online Banking and Bill Payment Services password or other means of access will have full access to your accounts even if you attempt to limit that person's authority.

4. Do not leave your PC unattended while you are in the Bank's Online Banking Site.
5. Never leave your account information within range of others; and
6. Do not send privileged account information (account number, Password, etc.) in any public or general email system.

c. ***Lost or Stolen Password***

1. If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 1-866- 514-6900 between the hours of 8:30 a.m. EST to 5:30 p.m. EST, Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability.
2. If you believe your Password has been lost or stolen, please use the Password change features within the Online Banking section of the Web site to change your Password.

d. ***Session Timeout***

To prevent unauthorized access to the service, you are responsible to immediately end each Online Banking session by logging off the service. For security purposes, an automatic timeout will occur after a predetermined time. A customer initiated change to this timeout setting could lead to possible unauthorized access. Great Florida bank will not be held liable for account information obtained or transactions occurring due to such negligence.

e. ***Transaction Export***

The service provides a feature to export account transactions. All transactions upon export are leaving the secured environment of the service. It is your responsibility to safeguard your transactions once removed from Online Banking. Great Florida bank will not be liable for any unauthorized access to the transactions removed from the service.

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## V. Eligible Accounts

### ***Types of Accounts***

Eligible accounts include the following personal or non-personal account types that may be linked: checking, savings, consumer loan (personal only) and time deposits. Accessibility of Eligible accounts may vary based on the service(s)

### **Waiver of requirement for two or more signatures**

You agree that any requirement of verifying two or more signatures and/or dollar limits on any item, such as checks, will not apply to electronic or telephone transfers, including online bill payments, and we will have no liability when making these kinds of transfers without the requisite verification. This means that any person who is an authorized signer on your Eligible Account is authorized by you to individually make electronic or telephone transfers, including online bill

payments, even though that person's authority to transfer or withdraw funds from your account by some other means (e.g., by check) must be exercised jointly with one or more other persons. This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

***Eligible Account policies***

Each Eligible Account and Online Service will be subject to the following:

1. The terms or instructions appearing on a screen when using a Service.
2. Great Florida Bank rules, procedures and policies applicable to each Eligible Account and each Online Service;
3. The rules and regulations of any fund transfers system used in connection with an Online Service and applicable state and federal laws and regulations.
4. A personal or non-personal account that requires two or more signatures to make withdrawals, transfers or transactions may not be designated as an Eligible account.

***Joint Account Access - Authorized Use***

You hereby release Great Florida Bank from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account such person is one of the owners of the account. . A person who has been furnished your password is considered an authorized user, unless you have notified the bank that activity by that person is no longer allowed.

***Access liability***

You agree to indemnify Great Florida Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

There are two ways for joint account holders to enroll.

1. One holder of a joint account can enroll for the Online Service or
2. Both account holders may enroll separately and each will have his/her own password, and his/her own separate Online Banking Services Agreement. Each such joint account holder is subject to separate Online Banking Service fees as applicable.

***Commercial Accounts***

If you are a non-personal (commercial) account holder, any authorized user of your commercial accounts is authorized on such terms, conditions, and agreements as we may require to:

- a. Enter into this Agreement, as amended from time to time;
- b. Access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
- c. Use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future;

- d. Waive any requirement of more than one signature or dollar limit, if such a requirement exists, to electronic or telephone transfers, including online bill payments, and release Bank from liability when making such transfers or payments.

***Linked Eligible Accounts***

If you have more than one personal or non-personal account or other relationship with us we will "link" the relationships together with the primary personal or non-personal account unless you request certain personal or non-personal account not be linked. Non-personal checking account cannot be linked to a primary personal checking account without written authorization.

Accounts, which are "linked" under the Services, will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked account. Any non-linked account will not be accessible through the Service unless the accounts have a common owner and signer and written authorization is received.

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## **VI. Online Banking Service**

***Overview***

Within the Online Banking Service are several features: Account Summary, Transfer Funds, Account Export, Stop Payment, Scheduled Transfers, Bill Payment and others.

***Primary Account***

You select the accounts you would like to access through the Online Service. One of the selected accounts must be designated as the primary account. The primary account must be a Checking account. Once you have selected your primary account you may select additional accounts including checking, savings, consumer loan, and Equity line, time deposits. Accessibility of Eligible accounts may vary based on the service(s)

***Account Information***

You will have access to updated balance and transaction information for all Great Florida Bank deposit and loan accounts which you choose to include on the Online Banking service.

***Transfer Funds Overview***

This feature allows you to transfer funds between authorized accounts as required or schedule transfers. You may make one-time transfers, schedule future, or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts and money market accounts.

- a. We reserve the right to limit the frequency and dollar amount of transactions between your accounts for security reasons.
- b. Your ability to transfer funds between certain accounts may be limited by applicable Federal and State law, as stated in the "Deposit Account Agreement & Disclosures" and the "Money Transfer Authorization and Agreement".

***Transaction Limitations***

Because regulations require the Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

- a. Money Market and Savings account. Regulations limit these accounts to a maximum of six pre-authorized transfers including, but not limited to, automatic, wire, Internet, telephone, check, draft or debit card payment to a third party..

- b. The number of transfers or withdrawals made in person, by ATM, by mail or by messenger is not limited.

***Transfer Types Allowed***

- a. Transfer funds between your checking and/or savings accounts within the above transaction limitations.
- b. Transfer available funds from your Equity line accounts to your Primary Checking Account
- c. Pay bills directly from your checking account in the amounts and on the days you request.
- d. Transfer funds from your checking or savings accounts to your loan accounts within the above transaction limitations.
- e. Transfer funds from your revolving loan account to your checking or savings accounts.
- f. Transfers to pay loans through online banking shall be applied in the manner stated in the note for the loan.

**Electronic Email**

***Email Overview***

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

**NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the e-mail feature provided in our Online Banking site. Use this secure form to e-mail the Bank regarding inquiries about an electronic fund transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

**Additional Services**

New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

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**VII. Responsibilities**

**Bank's Responsibility**

- a. ***Transfer Funds***  
Bank's Responsibility for Processing Transactions. If we do not complete a transfer 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.

b. **Other Liabilities**

We are responsible for processing your instructions and requests. However, we will not be liable:

1. if you do not have sufficient or available funds in an Account to complete a transaction from that Account or if that Account has been closed;
2. if you have not properly followed the instructions on how to make a transfer or bill payment;
3. if you have not given us complete, correct and current instructions so that we can make a transfer or bill payment;
4. if you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due;
5. if we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt;
6. if withdrawals from any of your Accounts have been prohibited by a court order such a garnishment or other legal process;
7. if your computer or software is not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
8. if losses or delays in transmission of instructions arising from the use of any Access Service Provider or caused by any browser software;
9. if the US Postal service causes a delay; or
10. If circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, telecommunications outage, postal strikes, delays caused by payees, fires and floods.
11. This is not all-inclusive. You should refer to your Deposit Agreement and other Disclosures for other exceptions to our liability.

c. **Customers Responsibilities**

1. You are responsible for all transfers and bill payments you authorized using Online Banking. If you permit other persons to use your password to perform transactions, you are responsible for any transaction they authorized from your account.
  2. You should notify the Bank immediately if you believe any of your accounts have been accessed, your password has been accessed or your password has been used without your permission. Contacting the Bank right away will help reduce possible losses.
  3. There may be other exceptions to your liability as stated in the Deposit Account Agreement & Disclosures or the Electronic Funds transfer Disclosure provided by law.
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## VIII. General Provisions

This Agreement shall be governed by the laws of the State of Florida and, where applicable, by Federal law.

a. **Term**

This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

b. **Termination for Cause**

We may immediately terminate your electronic banking privileges (including the Online Bill Payment Service) without notice to you under the following circumstances:

1. You do not pay any fee required by this Agreement when due or
2. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason, as the above cause for termination is not all-inclusive.

c. **Termination for Convenience.**

- d. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). You may notify the Bank by one of the following methods:

1. By sending a secure e-mail with our [Contact Us](#) form.
2. By calling 1-866-514-6900
3. By writing a letter and sending it to the following address:

Great Florida Bank,  
Attn: eBanking Department  
15050 NW 79 Ct Suite 200  
Miami Lakes, FL 33016

4. Or giving it to a Customer Service Representative at any of the Bank's locations.

e. **Inactive Account**

If you discontinue using Online Banking for 6 consecutive months, we reserve the right to delete your Online Banking user name and password from the system.

The termination of your Online Banking access will not affect your deposit or loan accounts.

f. **Termination of Transactions**

If you terminate Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we

will make no further transfers of payments from your Accounts, including any transfers or payments you have previously authorized.

However, you must cancel any automatic recurring payments on line prior to termination, otherwise we will continue to make such payments.

If we terminate your use of Online Banking, we reserve the right to make no further transfers or payments from your Account, including any transactions you have previously authorized.

g. **Severability**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.

h. **Changes**

We may change this Agreement at any time. Changes to this Agreement will be effective immediately after we make them, unless applicable law requires us give you advance notification. Those changes will be effective immediately after advance notice has been issued or upon the date stated in such notice, as required by applicable law.

A copy of the agreement can be printed from our website or you may obtain a copy of any current Agreement by calling us at 1- (866) 514-6900 or by writing to:

Great Florida Bank  
Operations Department  
15050 NW 79 Ct Suite 200  
Miami Lakes, FL 33016

i. **Statements**

We will mail or deliver to you periodic statements for your accounts as provided in the Deposit Account Agreement & Disclosures. In addition to reflecting your other account activity, your statements will include any transfer or bill payments you authorized using Online Banking. It is your responsibility to notify us immediately if you detect an error on your periodic statement.

j. **Click-Through Consent**

You understand and agree that when you click on an "I agree" or similarly worded entry field, your agreement or consent will be legally binding and enforceable as the legal equivalent of a handwritten signature.

k. **Assignment**

We can assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or duties to anyone else.

l. **Notices**

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

m. **Disclosure of Information**

As described below, we will disclose information to third parties about you and your Accounts:

1. When we have entered into an agreement to have another party process these services in order for us to provide you with Online Banking services. We will provide this party with information about your linked Accounts, your Online Banking and Bill Payment Service transactions and your electronic mail messages in order to carry out your instructions.
2. Where it is necessary for completing transfers and bill payments.
3. In order to verify the existence and condition of a Payment Account for a payee or holder of a check issued by Online Banking.
4. In order to comply with laws, government agency rules or order, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
5. At our discretion, we may disclose to affiliated companies information about your Accounts and transactions that you have made to or from your Accounts.
6. If we close your account because it has been maintained in an unsatisfactory manner.
7. If you give us your written permission, or
8. For any legitimate business need.

n. ***Error Resolution Notice***

In case of errors or questions about transactions, fund transfers and bill payments contact:

1. Online Banking Service

Call **1-866- 514-6900**

Or

Write to:  
Great Florida Bank  
Attn: eBanking Department  
15050 NW 79 Ct Suite 200  
Miami Lakes, FL 33016

2. Bill Payment Service

Call **1-800-823-7555**

Or

Write to:  
Metavante Data Services  
P.O. Box 3252  
Milwaukee, WI 53201-3252

## **IX. Electronic Fund Transfer Provision for Consumers**

a. ***Applicability***

These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.

b. ***EFT Liability***

The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

1. You must report an unauthorized EFT, which appears on your periodic statement, no later than 60 calendar days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-calendar day period. You may also be liable for the amounts as described in sections 1 and 2 above.
2. If the report is made orally, we will require that you send the complaint or question in writing within 10 banking business days. We will notify you with the results of the investigation within 10 banking business days and will correct any error promptly. If more time is needed, however, we may take up to 45 calendar days to investigate a complaint or question. If this occurs, we will credit your account within 10 banking business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 banking business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 banking business days (instead of 10) and 90 calendar days (instead of 45). If it is determined that no error occurred, a written explanation will be sent to you within three (3) banking business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
3. You may notify the Bank by telephone, writing, or by email using the e-mail feature provided in our Online Banking site. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.

### ***Telephone Numbers and Addresses Contact Information***

In case of errors or questions regarding an Online Banking or Bill Payment transaction, call 1-866-514-6900 or write us at: Great Florida Bank, Attn: eBanking Department, 15050 NW 79 Ct Miami Lakes, FL 33016

We must hear from you at the telephone number or address, listed above, no later than 60 calendar days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information
3. The amount in dollars of the suspected error and date on which it occurred.

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## **FinanceWorks & Debit Rewards Offers -- End User License Agreement**

In addition to the above content, if you decide to use either FinanceWorks or the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

### **I. License Grant and Restrictions**

You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Debit Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Debit Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Debit Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

### **II. Ownership**

The Service and Debit Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

### **III. Your Information and Account Data With Us**

You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Debit Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Debit Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Debit Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

### **IV. Your Information and Account Data With Other Financial Institutions**

Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have

selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

#### **V. Use, Storage and Access**

We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

#### **VI. Third Party Services**

In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

#### **VII. Third Party Websites**

The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not

and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

## VIII. **Export Restrictions**

You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

## IX. **Debit Rewards Offers**

If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

### ***Debit Rewards***

You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

### ***Debit Rewards Offers Account***

You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

1. Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
2. The rewards information that we provide to you, which is provided "as is" and "as available".
3. (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
4. Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

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## **Bill Payment Service**

### **I. Description of Service**

The Bill Payment Service permits you to use your Internet-enabled PC to direct payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be the same as your Primary Account. Through the Bill Payment Service, you can pay bills from your Primary Account to businesses or individuals.

#### **a. Bill Payments**

You may also use the Service to pay bills if you choose the Bill Payment Service. Unless the context clearly requires otherwise, all references to the "Service" herein also refer to the Bill Payment Service as long as you subscribe to the Bill Payment Service. With the Bill Payment Service, you may: (i) make current, future, or recurring payments to certain companies or individuals you select; and (ii) make current, future, or recurring payments directly to your loan or credit accounts with us. You may make bill payments in any amount greater than or equal to \$1.00 and less than \$9,999.99. You may not exceed the daily limit of \$19,999.99. A credit review is required upon any request to increase limits greater than defined above. Bill payments should not be made to pay taxes or child support, maintenance, alimony or other court-ordered obligations.

#### **b. Payment Account**

When you sign up for the Bill Payment Service, you must designate a checking account with us as the account from which bill payments should be made (the "Payment Account").

c. **Payees**

You may designate payees through the Bill Payment Service. You must provide sufficient information about each Payee as requested from time to time to properly direct a payment to that Payee and permit the Payee to identify the correct account to credit with your payment. This information may include, without limitation, the name and address of the Payee and your Payee account number. The Payee must have a United States payment address that can be verified in the ordinary course of business. Occasionally a Payee may choose not to participate in the Bill Payment Service or may require additional information before accepting payments. While we work with these Payees to encourage them to accept an electronic or check bill payment through the Bill Payment Service, the Payee may not accept such bill payments or may not be able to process bill payments in a timely manner. In that event, we may decline to make future payments to this Payee and a notice will be sent to you.

d. The date that you request a bill payment is the "Initiation Date". The date that an electronic fund transfer is made from the Payment Account or a check is drawn on the Payment Account to make the bill payment is the "Transaction Date".

e. Authorization: When you schedule a bill payment using the Bill Payment Service, you authorize us to follow the payment instructions and transfer funds from your Payment Account with us to the Payee. We may refuse to act on your instruction if sufficient funds, including funds available under any overdraft plan, are not available in your Payment Account on the date you want us to process your payment (the "Transaction Date"). We reserve the right to refuse to make any bill payment.

II. **Scheduling Payments**

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Sunday, or Federal holiday), funds must be available in your Bill Payment Account the following business day (e.g. Monday). After funds are withdrawn from your Bill Payment Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or semi-monthly intervals.

b. **Today Payments**

You may schedule the Transaction Date of a bill payment to be the first Business Day after the Initiation Date by designating the bill payment as a "Today Payment". You must have sufficient available funds in the Payment Account on the Initiation Date. Today Payments may be changed or canceled only during the course of the online session during which the bill payment is requested.

c. **Future Payments.** You may schedule the Transaction Date of a bill payment to be a future date within 365 days of the Initiation Date by designating the bill payment as a "Future Payment". You must have sufficient available funds in the Payment Account as of the Business Day immediately preceding the Transaction Date. Future Payments may be changed or canceled online until 10:00 p.m. Eastern Standard Time (EST) of the Business Day before the Transaction Date.

d. **Recurring Payments**

You may schedule a bill payment to be automatically initiated in a fixed amount on the same Transaction Date every month by designating the bill payment as a "Recurring Payment". The date on which a bill payment is scheduled to be

initiated is referred to below as the "Recurring Payment Date". If the Recurring Payment Date is a date that does not exist in a certain month, the bill payment will be initiated on the last Business Day of the month.

For example,

1. If you schedule a bill payment for the 30th of each month, the bill payment for the month of February will be initiated on or before the 28th of February. If the Recurring Payment Date falls on a day other than a Business Day in any month, the bill payment will be initiated on the next Business Day.
2. If you schedule a check to be issued on the 15th of each month, and the 15th is a Saturday or Sunday of that month, a check will be issued on the first Business Day after the 15th. Thus, the actual Transaction Date for any month may not be the Recurring Payment Date. Recurring Payments may be changed or canceled online until 10:00 p.m. Eastern Standard Time (EST) of the Business Day before the Transaction Date.

### III. **No Duty to Monitor Payments**

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur for any of the following reasons:

1. Insufficient funds in your Bill Payment Account to make the payment on the processing date.
2. Delays in mail delivery.
3. Changes to the payee's address or account number unless we've been advised of the change in advance.
4. The failure of any payee to correctly account for or credit the payment in a timely manner.
5. Any other circumstances beyond the control of the Bank.
6. If you do not follow time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the payee. However, the Bank will work with the payee on your behalf to reverse any late fees or charges on payments received late, but sent in accordance to the instruction of this agreement.

### IV. **Payment Processing Times**

#### ***Bill Payment Scheduling Rules***

1. The Bill Payment processor processes payments on all days excluding Sundays and Federal Reserve Board recognized holidays.
2. In cases where a payment gets scheduled on a Sunday (this can potentially happen on a recurring payment), the payment is processed on the day before (Saturday). If you happen to be

setting up the payment on this particular Saturday, the bill payment will be processed on the next banking business day.

3. If the bill payment falls on a Federal Reserve Board holiday, the payment is processed on the following banking business day.
4. Weekly recurring payments may not be scheduled on Saturdays.

V. **NSF Bill Payment**

If your Bill Payment Account does not have sufficient funds to make a payment as of the date the payment is debited to your account, the Bill Payment Service will automatically block future Bill Payment Service until the account has sufficient funds to make the payment.

1. The Bank will attempt to notify you by email or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment.
2. In all cases, you are responsible for either contacting Online Banking Customer Support at 1-866-322-5042 or Metavante Data Services, Customer Care at 1-800-823-7555 to either make alternate arrangements for the payment or reschedule the payment through the Service.
3. In the case of recurring payments, only the payment currently scheduled will be impacted. Recurring payments scheduled for future dates will not be affected.

VI. **Cancel or Change Payment Instructions**

1. A payment may be edited or deleted anytime before the payment is processed. For stop payment requests initiated after processing, you must contact the Bill Payment processor Customer Support at 1-800-823-7555
2. Payments remitted electronically cannot be stopped.

VII. **No Signature Required**

When any payment or other online Service generates items to be charged to your account, you agree that we may debit your Bill Payment account without requiring your signature on the item, and without prior notice to you.

When using Online Banking to pay bills, payment may be in the form of a paper draft. You agree that we may debit your designated Checking Account to pay paper drafts that you have not signed. Use of your Online Banking password is your signature authorization.

VIII. **Multiple Person Bill Payment Accounts**

If more than one person has access to a Bill Payment account, each person may individually enroll in the Bill Payment service.

1. Each enrolled person needs a unique password but may choose to use the same payee list.

2. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment account.
3. However, any enrolled person may terminate the Bill Payment service, which will terminate the service for all enrolled persons on that Bill Payment account.

**IX. Disclaimer of Warranties**

NEITHER THE BANK NOR ANY SERVICE PROVIDER MAKES ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY APPLICABLE LAW.

**X. Termination of Bill Payment Service**

1. If you have the Bill Payment Service and do not schedule or process a payment via the Online Bill Payment Service for six (6) consecutive months, Great Florida Bank may terminate your Bill Payment Service.
2. If you close your current Payment Account, you must notify us and designate a new deposit account that will replace the Payment Account within five (5) banking business days or Great Florida Bank may terminate your Online Bill Payment service.

**XI. Service Charge**

No fees apply for the service; however, additionally, charges for other transactions and optional services (e.g., non-sufficient funds or stop payment fees) are specified in Great Florida Bank's Schedule of Fees & Charges.

Great Florida Bank reserves the right to change the fees for Bill Pay & Presentment at anytime with sufficient notice to the customer. 30 day notice shall be presumed at sufficient notice.