

## ONLINE BANKING AGREEMENT AND DISCLOSURE FOR CONSUMER CLIENTS

With Online Banking you may access your accounts 24 hours a day through our web site, [www.fnbnwfl.com](http://www.fnbnwfl.com), by entering your User ID and Password. You may transfer funds from; checking to checking, checking to savings, savings to checking, and savings to savings. You may make payments from checking or savings accounts to loan accounts with our bank. You may get information about: the account balance and other information on checking, money market, loan, savings accounts, and certificates of deposit.

**Limitations on frequency of transfers** - In addition to those limitations on transfers elsewhere described in your account documentation material, if any, the following limitations apply: Transfers from a savings account or money market account to another account or to third parties by preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per statement cycle.

**Periodic Statements** - You will get a monthly account statement from us for your checking accounts. You will get a monthly statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly. Once you enroll in Electronic Statements via Online Banking you will no longer receive a paper statement.

**Bill Pay** - This is your Bill Paying agreement with First National Bank Northwest Florida. You may use First National Bank Northwest Florida bill paying service to direct First National Bank Northwest Florida to make payments from your designated checking (account) to the Merchants you choose in accordance with this agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures, and other documents governing your Account.

"You" or "Your" means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. "Merchant" means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

**How to Set-Up Merchants/Payments** - Complete a Bill Paying enrollment form and list the checking accounts you would like to use for bill payment.

**The Bill Paying Process** - The Financial Institution will process payments on the business day (generally Monday through Friday, except holidays) you designate the bill to be processed, provided the payment request is received prior to the cut-off time set by the Financial Institution, which is currently 12:00 p.m. CENTRAL TIME. Bill requests received after the business day cut-off-time, or at

any time on a non-business day will be processed on the next business day. The Financial Institution reserves the right to change the cut-off time by giving you notice if it changes. Recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment being processed on the next business day.

**Timing** - YOU MUST ALLOW AT LEAST FIVE (5) BUSINESS DAYS FOR EACH BILL PAYMENT TO REACH THE MERCHANT. You agree to have available and collected funds on deposit in the Account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Financial Institution, The Financial Institution reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Financial Institution has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligation on demand. You further agree the Financial Institution, at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations. Any Bill Payment can be changed or canceled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

**Notice Of Your Rights And Liabilities** - You are solely responsible for controlling the safekeeping of, and access to, LOGON ID and PASSWORD. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify the Financial Institution and arrange to change your PASSWORD. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. The Financial Institution is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill Payment. The Financial Institution is not liable for any failure to make a Bill Payment if you fail to promptly notify the Financial Institution after you learn that you have not received credit from a merchant for a Bill Payment. The Financial Institution is not liable for any act, failure to act, or delay in acting if it is caused, in whole or part, by any cause beyond the Financial Institution's reasonable control. The Financial Institution is not responsible if a Bill Payment can't be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant.

**Liability for unauthorized transfers:** Tell us AT ONCE if you believe your password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way to keep your possible losses down. Call us at (850) 769-3207, or write to us at: First National Bank Northwest Florida Bank, 101 East 23<sup>rd</sup> Street, Panama City, FL 32405. You could lose the money in your account (plus the maximum line of credit). If we are notified within two (2) business days of discovering the loss, theft, or unauthorized use, you could lose a maximum of \$50.00. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Logon ID and Password, and we can prove that we could have stopped someone from using your password without your permission, if you had told us, you could lose as much as \$500.00. Also, if your statement shows any unauthorized transfer, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

**Business Days:** Our regular business days are Monday through Friday. Excluding Federal Holidays.

**Liability for failure to make transfer:** 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. However, there are some exceptions. We will not be liable, for instance; If, through no fault of ours, you do not have enough money in your account to make a transfer; If you have an overdraft line and the transfer would go over the credit limit; If circumstances beyond our control, such as fire, prevent the transfer, despite reasonable precautions that we have taken.

**Errors or Questions:** In case of Errors or Questions About Your Electronic Transfers/Transactions, telephone us at (850) 769-3207, write to us at 101 East 23<sup>rd</sup> Street, Panama City, FL 32405 as soon as you can, if you think your statement or receipt is wrong or if you need more information about the transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Tell us your name and account number (if any). Describe the error or the transfer/ transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we require that you send us your complaint or question in writing within ten (10) business days. If the Bank does not receive your written question or complaint within ten (10) business days, the Bank may not provisionally credit your account.

The Bank will tell you the results of our investigation within ten (10) business days after we hear from you. If the Bank has made an error, we will correct it promptly. If we take longer than ten (10) business days, we will provisionally credit your account. We may take up to forty-five (45) days (or ninety (90) days if the transaction occurred at a point of sale location outside the United States) to investigate your complaint or question. If you believe an error has occurred within the first thirty (30) days of opening your account the bank has twenty (20) business days to resolve the alleged error or before a provisional credit is made to your account. The bank may take up to ninety (90) days to complete the investigation.

If we decide that there was no error, we will reverse our credit and send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our Investigation. If an error did occur, we will correct the error, including crediting interest or refunding charges and provide an oral or written report of the correction to you within one day of determining the error.

**Amendment and Termination:** The Financial Institution has the right to change this Agreement at any time by notice mailed to you at the last address shown for the account on the Financial

Institution's records, by posting notices in Financial Institution's branches, or otherwise permitted by law.

The Financial Institution has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to the Financial Institution. The Financial Institution is not responsible for any fixed payment made before the Financial Institution has a responsible opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

### **First National Bank Northwest Florida**

101 E. 23<sup>rd</sup> St., Panama City, FL 32405

### ***E-Statement Terms & Conditions – Consumer & Commercial***

This Agreement explains the terms and conditions governing the First National Bank Northwest Florida Electronic Statements. By using the Service, you agree to the following terms and conditions. This Agreement will be governed by and interpreted in accordance with Federal laws and regulations, or to the extent there is no applicable Federal law or regulation, by the laws of the State of Florida. By accepting below or otherwise using the Service, you agree to use the Service only for bona fide and lawful purpose permitted under this Agreement. This agreement applies only to the accounts I have authorized to be accessed via this agreement.

### **Terms and Conditions:**

Upon enrollment and approval, periodic account statements will be provided electronically. You may request paper copies by contacting your local branch.

You will be notified by e-mail that your electronic statement is available online. You must login to your internet banking account to view the electronic statement.

You agree to keep us informed of any change in your e-mail address by advising us in writing at the address provided above or by an internet banking secure message.

You may withdraw your consent for electronic statements by sending written notice to: First National Bank Northwest Florida Attn: Customer Service, 101 E. 23<sup>rd</sup> St, Panama City, Florida 32405 or by

contacting our main branch at (850) 769-3207. Upon withdrawal the account statements will be sent in paper form to your address of record. Following termination of the electronic statements by either party, a new enrollment agreement will be required to reinstate this service.

You further agree to indemnify and hold us harmless from and against any and all loss, cost, damage, liability, or exposure (including reasonable attorney's fees) that we or you may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such e-mail or electronic delivery of statement. You shall bear the entire risk for unauthorized use thereof whether or not you are negligent.

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT STATEMENT:**

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address shown on the face of the statement as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights. In your letter, give us the following information: (1.) Your name and account number. (2.) The dollar amount of the suspected error. (3.) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take action to collect the amount you question.

#### **IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFER ITEMS:**

If you need more information about an electronic transfer appearing on the statement, or if you think your statement is wrong, please telephone or write us as soon as possible at the phone number or address designated on the front of the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared. (1.) Tell us your name and account number. (2.) Describe the error or 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 us to complete our investigation.

#### **CONSENT TO USE OF ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES – Consumer & Commercial**

In connection with our relationship with you, we are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We need your consent in order to provide you this information electronically instead. We also need your general consent to use electronic records and signatures in our relationship with you. Please read the information below carefully and thoroughly before you consent.

In this Consent, the words "we," "us," and "our" mean First National Bank Northwest Florida (FNBWFL). The words "you" and "your" mean the person giving consent. "Online Service" means each and every service we offer that you apply for, enroll in, agree to, use, administer or access using the Internet, a website, email, messaging services (including text messaging) and/or software applications (including applications for mobile or hand-held devices), either now or in the future. "Communications" means each disclosure, notice, agreement, undertaking, fee schedule, statement, record, document or other information we provide to you or that you sign or submit or agree to at our request. "FNBWFL Product" means each account, product or service (including each Online Service) we offer that you own, apply for, enroll in, agree to, use, administer or access, either now or in the future.

## **YOUR CONSENT**

Your consent applies to all Communications between you and us in connection with a FNBWFL Product. We may also use electronic signatures and obtain them from you on any Communication. The Communications that we provide to you in electronic form may be delivered to you in a variety of ways, including by way of example and not limitation, either (1) via email or text message, (2) via posting to a website, software application, or other electronic location, (3) by your accessing a website that we will designate in an email, text message or other electronic notice we send to you at the time the information is available, or (4) as otherwise described in the *First National Bank Northwest Florida Online Agreement & Disclosures - Consumer & Business* and in any other agreements we may have with you from time to time. We may establish security procedures you will have to follow to access the Communications.

We may always, in our sole discretion, provide you with any Communications on paper, even if you have authorized electronic delivery. Sometimes the law, or one or more of our agreements with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we tell you how to deliver the notice to us electronically.

## **HOW TO REQUEST PAPER COPIES**

After you have provided your consent to receive Communications electronically, you may request, at any time and at no charge to you, a paper copy of any Communications we provided or made available to you electronically. To request delivery of paper copies from us of the Communications previously provided to you electronically, please contact any FNBWFL Customer Service Representative. In most cases, you will have the ability to download copies of the Communications to your computer and/or print copies of the Communications from your computer or the secure website if you have a printer connected to your computer. We encourage you to download or print for your records a copy of all electronic Communications, as well as this Consent and any other document that is important to you.

## **HOW TO WITHDRAW YOUR CONSENT; CONSEQUENCES OF WITHDRAWING YOUR CONSENT; TERMINATION OR CHANGES**

After you have given your consent to receive Communications from us electronically, you may change your mind, at any time and for any reason, and tell us that thereafter you wish to receive

Communications only in paper format. However, if you withdraw your consent, you may not be able to access or use some or all of the FNBWFL Products, or experience delays in the time required to complete certain actions in connection with a FNBWFL Product. To withdraw your consent, notify any FNBWFL Customer Service Representative or contact us at the telephone number on any Communication.

Once you have withdrawn your consent, we will no longer provide you Communications electronically. Thereafter, if you wish to receive Communications in electronic format, you must provide your consent again. We will not charge you any fee if you chose to withdraw your consent to receive Communications electronically; however, we may charge additional fees for certain FNBWFL Products. Please review the applicable agreement and/or fee schedule for any fees that may apply.

We reserve the right, in our sole discretion, to discontinue the provision of electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

### **HOW TO ADVISE US OF YOUR NEW EMAIL ADDRESS**

You must keep your email address current with us. To change the email address where we should send Communications electronically to you, log in to your FNBWFL Online Banking Service, choose Alerts on the left side of the screen under Account Services and then click on the email address appearing in the middle of the screen, or contact any FNBWFL Customer Service Representative.

### **MINIMUM REQUIRED HARDWARE AND SOFTWARE**

To receive and review electronic Communications, you must have access to:

1. an active email address;
2. a Current Version (defined below) of a web browser, such as Microsoft Internet Explorer, Microsoft Edge, Google Chrome, Apple Safari or Mozilla Firefox, to access the Internet;
3. a connection to the Internet;
4. a Current Version of a program that accurately reads and displays PDF files; and
5. a computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

In some cases, you may also need a specific brand or type of device that can support a Current Version of a particular software application, including an application intended for particular mobile or handheld devices.

By "Current Version," we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your web browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your web browser is not properly configured, we will provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. Continuing to use electronic Communications and signatures after receiving notice of the change is reaffirmation of your consent. All trademarks are the property of their respective owners.

## **MOBILE BANKING SERVICES END USER AGREEMENT –**

### **Consumer & Commercial**

This Mobile Banking Services End User Agreement ("Agreement") governs your use of the Mobile Banking Services (defined below) provided to you by First National Bank Northwest Florida, a national banking association ("First National Bank" or "FNBWFL").

#### **1. GENERAL**

For purposes of this Agreement, Mobile Banking Service means collectively the features and financial services that FNBWFL makes available, and to which you have access, using a wireless device such as a cell phone, smartphone, personal digital assistant or tablet computer ("Wireless Device") in connection with an established FNBWFL deposit or loan account enabled for the Online Banking Service and Mobile Banking Service ("Eligible Account"). The Mobile Banking Service is accessible by means of the downloadable FNBWFL Mobile Banking Application (Mobile App), with certain services also available through a mobile browser or by SMS text.

Your use of the Mobile Banking Service is subject to this Agreement and to the following, all of which are considered part of this Agreement:

- The *First National Bank Northwest Florida Online Banking Agreement & Disclosure-including Consumer or Business*;
- The *First National Bank Northwest Florida Mobile Deposit User Agreement*;
- The *First National Bank Northwest Florida Remote Account Transfer Service Agreement*;
- The *First National Bank Northwest Florida SMS Text Message Alert System Agreement*;
- The *First National Bank Northwest Florida Consent to Use of Electronic Communications and Electronic Signatures*,
- The Terms and Conditions of Use for the FNBWFL website, [www.fbnwfl.bank](http://www.fbnwfl.bank) (the "Website");
- The terms or instructions appearing on the Website and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Service;
- FNBWFL's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Service or any Eligible Account;
- Current rules and regulations, if any, of any funds transfer system or payment system used in connection with an Eligible Account; and
- State and federal laws and regulations, as applicable.

In addition, each Eligible Account will continue to be subject to any separate agreement applicable to such Eligible Account, including, but not limited to, the FNBWFL Account Agreement and Disclosures, applicable Fee Schedule, Consumer or Business Electronic Fund Transfer Agreement



and Disclosures, as applicable, and any amendments thereto. If this Agreement conflicts with a separate agreement to which an Eligible Account is subject, this Agreement will control and take precedence unless this Agreement expressly states otherwise.

The terms “**we**”, “**us**”, and “**our**” refer to First National Bank Northwest Florida (FNBWFL). The terms “**you**”, “**he**” and “**your**” refer to the customer of FNBWFL who is entering into this Mobile Banking Agreement. (“**You**”, “**he**” and “**Your**” also means any person who downloads Mobile Banking Software to his personal Mobile Device in order to conduct Mobile Banking in a FNBWFL customer’s account, e.g. an agent of a customer using a personal Mobile Device. Such person represents and warrants to FNBWFL that he is authorized by FNBWFL’s customer to download and use the Mobile Banking Software on the customer’s behalf.)

FNBWFL reserves the right to amend the terms and conditions of the Mobile Banking Service described in this Agreement from time to time. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

## 2. FEATURES AND SERVICES AVAILABLE

The following features and financial services may be accessed using the Mobile Banking Service, subject to the terms of this Agreement:

- Locate a FNBWFL banking office or ATM;
- View Quick Balance, Eligible Account balance, and recent transactions;
- View Statements and Item Images;
- Transfer funds between Eligible Accounts with FNBWFL;
- Transfer funds between Eligible Accounts with FNBWFL and External Accounts with other financial institutions (Remote Account Transfer) also known as interbank transfers;
- Make bill payments-use Picture Pay to load new payees-view payment history;
- Deposit checks using FNBWFL Mobile Deposit;
- Manage Cards-Activate or Register Cards-Edit, Delete, Block Cards-Setup Alerts
- Make a payment to a FNBWFL loan account.

FNBWFL reserves the right, at its discretion, to add, modify, or discontinue the Mobile Banking Service or any of the Mobile Banking Service features and financial services, and to add or delete the types of accounts that may be Eligible Accounts. Notice of such changes will be provided as required by law or regulation.

## 3. HARDWARE AND SOFTWARE REQUIREMENTS

The term “**Mobile Banking**” means a suite of services that we make available, enabling you to conduct banking transactions with us by using your Mobile Device. “**Mobile Device**” means a cellular telephone or similar wireless communications device (1) that is installed with the software permitted by us (“**Mobile Banking software**”) that you have downloaded in order to conduct Mobile Banking transactions, or (2) that is capable of conducting Mobile Banking transactions by using other protocols we may choose to permit (e.g., Wireless Application Protocol (WAP) or text (SMS)

messaging). We reserve the right to change the Mobile Banking Software and other protocols that we allow for Mobile Banking at any time without prior notice.

To access Mobile Banking service and functions, your Mobile Device must be Internet enabled and connected to the Internet through your mobile communications service provider. You must be enrolled in both our Online Banking service and our Mobile Banking service. You must enroll the particular Mobile Device(s) that you wish to use with Mobile Banking. You are responsible for providing your own Mobile Device that supports 256-bit encryption and for obtaining your own mobile communications service provider. Minimum Cell Phone Operating System Requirements: iPhone Version 10 or Android Version 4 – Third Party Cookies and JavaScript must be enabled and a current version of Adobe Acrobat Reader DC installed. If you wish to use “**Picture Pay**” then your Mobile Device must have a camera (see the Bill Pay section for more information).

Mobile Banking users must download, install and use certain software systems and programs developed by us, our licensors or other third-parties. We are not responsible for any damage to your Mobile Device resulting from those activities, and you will be engaging in those activities at your own risk. Your mobile communications service provider may charge you for Internet-related use and for text (SMS) messages, so please see your mobile carrier for further details about its charges. You are responsible for all fees and charges that you may incur to any mobile communications service provider or any other third parties while using Mobile Banking.

Your Mobile Device may become subject to unauthorized tracking, “hacking” or other manipulation by spyware, viruses, or other malicious code (“malware”). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. We highly recommend some form of Mobile Security Software be installed on your Mobile Device.

#### **4. LICENSE AND USE OF THE DOWNLOADABLE FNBNWFL MOBILE BANKING APP**

*Ownership.* You acknowledge and agree that a third party provider or licensor to FNBNWFL (“Licensor”) is the owner of all right, title and interest in and to the downloaded software used to access the Mobile Banking Services from FNBNWFL and the computer programs contained therein as well as any accompanying user documentation and all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the “Software”).

*License.* Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard copy documentation, technical support, telephone assistance, or updates to the Software.

*Restrictions.* You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

*U.S. Government Restricted Rights.* The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

*Content and Services.* Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

*Updates:* You agree the provisions of this agreement will govern any updates that replace and/or supplement the original Mobile Banking Software, unless such update is accompanied by a separate license in which case the terms of that license will govern.

## 5. TOUCH ID/FACE ID

We may offer the option to log into the Mobile Banking Service using Touch ID/Face ID. If you have enabled the Touch ID/Face ID on your device, you can turn this feature on or off when prompted or through the Mobile Banking Service Settings. You can also disable the Touch ID/Face ID at any time through your device's IOS Settings under the Touch ID/Face ID and Passcode section. FNBWFL does not have access to your fingerprint information.

You acknowledge that by enabling Touch ID/Face ID, you will allow anyone who has fingerprints stored on your device to access your account on the FNBWFL Mobile Banking Service. We caution you against storing fingerprints of others on your device. If you do, you are solely responsible for any activity initiated. Please make sure the individuals who have fingerprints stored on your device should be authorized to access the personal information available through the FNBWFL Mobile Banking Service. For information on how Apple or Android use and store your fingerprint and Keychain data, please see their Privacy Policy

## 6. FUNDS TRANSFERS BETWEEN ELIGIBLE ACCOUNTS WITH FNBWFL

You may use the Mobile Banking Service to transfer funds between Eligible Accounts with FNBWFL. Funds transfers made using the Mobile Banking Service are single transfers but may also be scheduled in advance or established to occur on a recurring basis. Transfers initiated during normal business hours will normally post the same business day. For additional information, please refer to the *First National Bank Northwest Florida Online Banking Agreement & Disclosure-Consumer & Business*.

## 7. FUNDS TRANSFER BETWEEN ELIGIBLE ACCOUNTS WITH FNBWFL AND EXTERNAL ACCOUNTS WITH OTHER FINANCIAL INSTITUTIONS (INTERBANK OR REMOTE ACCOUNT TRANSFER)

You may use the Mobile Banking Service to schedule interbank (**Remote Account Transfers**) transfers between accounts set up through the Online Banking Service. This allows you to link **your** FNBWFL Eligible Accounts to **your** external accounts at other financial institutions for making online fund transfers for a maximum of \$500.00 per day for Consumer and a maximum of \$2,500.00 Commercial. There is a fee of \$2.00 per transaction for either Consumer or Commercial. We reserve the right to modify the limitation on the dollar amount(s) and/or number of transfers that you transmit through Online Banking or Mobile Banking Services from time to time.

Government regulations require that you prove access to **your** external account. You may do so electronically whereby two sub-dollar amounts will be deposited and you verify those amounts through Online Banking or Mobile Banking Services. By using the Online Banking or Mobile Banking Services to perform interbank (Remote Account Transfers), you are affirming your ownership of the External Account.

Interbank or Remote Account Transfers are actually processed as ACH (Automated Clearing House) transactions. Transfers initiated prior to 3 PM on a business day will normally post on the next business day. However, please allow two business days for processing of all Remote Account Transfers.

For additional information, please refer to the *First National Bank Northwest Florida Remote Account Transfer Service Agreement* and the *First National Bank Northwest Florida Online Banking Agreement & Disclosure-Consumer & Business*.

## 8. BILL PAYMENTS

You may use the Mobile Banking Service to schedule a one-time bill payment to a payee that you have previously established in Online Banking Service to receive bill payments. Bill payments may also be scheduled in advance or established to occur on a recurring basis. Bill Payments are limited to a maximum of \$5000.00 per day Electronic Payment and \$10,000.00 per day Paper Payment.

There are no fees for Standard Electronic, Next Day Electronic or Standard Paper Payments. If you choose to expedite your payments: Same Day Electronic fee or Overnight Mail Paper Payments fee of \$25.95 per transaction. We reserve the right to modify the limitation on the dollar amount(s) and/or number of transfer that you transmit through Online Banking or Mobile Banking Services from time to time.

You may use the Mobile Banking Service **Picture Pay** to take a photo with your mobile device camera of a vendor statement to load bill payee information. Please verify all payee information in the Online Banking Service via a computer prior to scheduling the first bill payment within the Mobile Banking Service.

For additional information, please refer to the *First National Bank Northwest Florida Online Banking Agreement & Disclosure-Consumer & Business*.

## 9. MOBILE CHECK DEPOSITS

You may use the Mobile Banking Service to make check deposits "Mobile Deposits" to an Eligible Account using a supported Wireless Device. Mobile Deposit enables you to photograph the front and back of an original paper check ("Original Check") and electronically submit the check images ("Check Images") and associated deposit information to FNBWFL for deposit into an Eligible Account for collection thereafter by FNBWFL. Use of Mobile Deposit is subject to the *First National Bank Northwest Florida Mobile Deposit User Agreement* including the following terms and conditions:

**Deposit Limits.** FNBWFL reserves the right to limit the frequency and dollar amount of deposits submitted through Mobile Deposit and may establish such limits for you ("Deposit Limits"). If you exceed your Deposit Limits, FNBWFL may in its sole discretion accept or refuse the deposit. If at any time FNBWFL accepts a Mobile Deposit that exceeds your Deposit Limits, FNBWFL is under no obligation to do so in the future. FNBWFL may at any time in its sole discretion raise or lower your Deposit Limits without notice.

**Deposit Processing.** Generally, a Mobile Deposit received by FNBWFL prior to 3:00 P.M. Central Time (CT) is processed on the Business Day of receipt. For purposes of this Agreement, Business Day means any day other than Saturdays, Sundays, and state or federal holidays when FNBWFL is closed to the public. Any Mobile Deposit received after 3:00 P.M. CT on a Business Day or on a day other than a Business Day will be processed the next Business Day. FNBWFL will

acknowledge your deposit submission and will notify you if a Mobile Deposit cannot be accepted for deposit. Acknowledgment that a Mobile Deposit has been successfully submitted does not mean that the Mobile Deposit can be processed and credited to your Eligible Account.

*Confirmation.* FNBWFL will send you an email to confirm that your Mobile Deposit is being processed. FNBWFL will send an email notice to you if your deposit is rejected in whole or in part. You may verify the amount of the Mobile Deposit credited to your account by reviewing your statement online or by calling FNBWFL at (850) 769-3207.

*Delayed Availability.* FNBWFL reserves the right to delay the availability of funds deposited through Mobile Deposit in accordance with FNBWFL's published Funds Availability Policy. You will be notified of any delay in the availability of funds as required by law or regulation.

*Permissible Deposits.* You may use Mobile Deposit to photograph only Original Checks payable to and properly endorsed by you, drawn on financial institutions in the United States with a valid ABA/Routing Number and denominated in U.S. Dollars, and intended for deposit by you to your designated Eligible Account with FNBWFL. All item endorsements must contain the words "For Mobile Deposit Only." All other items may be deposited by alternate methods such as in person or by regular postal mail deposit.

*Ineligible Check Images.* FNBWFL is not obligated to accept for deposit any Check Images that FNBWFL in its sole discretion determines to be ineligible for Mobile Deposit. Ineligible items include, without limitation:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable jointly using "and", checks payable jointly using "or" may be deposited into an account in the name of all payees.
- Checks previously converted to a substitute check or image replacement documents, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks that are illegible or with unreadable bank routing and account information.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at FNBWFL or any other financial institution.

You acknowledge and agree that even if FNBWFL does not identify a Check Image as ineligible, the Check Image may be returned to FNBWFL because, among other reasons, the Check Image or any substitute check created from the Check Image is deemed ineligible by the financial institution upon which it is drawn or any intermediate collecting financial institution. FNBWFL's failure to identify a Check Image you transmit to FNBWFL as ineligible shall not relieve you or limit your obligations with respect to the Original Check.

*Destruction of Original Checks.* You agree to fully destroy each Original Check within sixty (60) days following receipt and crediting of your Mobile Deposit or as FNBWFL may otherwise instruct. Prior to destruction you shall maintain each Original Check in a secure location. You are responsible if an Original Check is misused or redeposited following submission through Mobile Deposit.

*Representations and Warranties.* You make the following representations and warranties:

- You shall only transmit eligible items.
- You shall not transmit duplicate items.
- All information you provide to FNBWFL is accurate and true.
- You shall destroy Original Checks as stated above.
- You shall comply with this Agreement and all applicable rules, laws, and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You shall not alter any Original Check or Check Image and shall review the Check Images to ensure that they accurately represent all of the information on the front and the back of the Original Check, as applicable, at the time you photographed it.
- You shall not submit to FNBWFL or to any other person or entity for deposit, for check cashing, or credit any Original Check if Check Images of the Original Check have already been accepted for deposit into your Eligible Account, or if the Original Check was previously accepted by any other person or entity for deposit.
- You shall not deposit into your Eligible Account with FNBWFL or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Mobile Deposit to FNBWFL, unless following receipt of your submission, FNBWFL notifies you that the Check Images are ineligible for Mobile Deposit or any substitute check created from the Original Check is refused by the financial institution upon which it is drawn. You shall not re-deposit or re-present the original item.
- You shall indemnify, defend, and hold FNBWFL and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Images, substitute check, or Original Check processed through Mobile Deposit as described above.
- You shall use Mobile Deposit only for your use in accordance with the terms of this Agreement. You shall not make Mobile Deposit available or transfer your rights to use Mobile Deposit for the benefit of any third party.

*Limitation of Liability.* FNBWFL's ability to provide Mobile Deposit is conditioned upon the availability of the wireless or computer services and systems used in transmitting your requests and FNBWFL's response. FNBWFL shall not be liable or responsible for any loss or damage incurred due to the failure or interruption of Mobile Deposit, wireless or computer services, or systems, resulting from the act or omission of any third party or other causes not reasonably within FNBWFL's control.

*Business Accounts.* By using Mobile Deposit to access an Eligible Account that is a business account, you are responsible for any unauthorized use of Mobile Deposit and any loss or damages incurred due to the unauthorized access to your business accounts. If any person authorized access through Mobile Deposit to conduct transactions on any business account is no longer authorized, it is your responsibility to notify FNBWFL. FNBWFL shall not be liable or responsible to you for any transactions conducted on a business account by any person whose authority to conduct transactions is no longer in effect until FNBWFL is expressly notified.

*Fees and Charges.* All fees and charges related to any Account you access with Mobile Deposit as stated in the Fee Schedule applicable for the Eligible Account will remain in effect when using Mobile Deposit.

## **10. LOST OR STOLEN MOBILE DEVICE OR PASSWORD; UNAUTHORIZED TRANSACTIONS**

If you believe your Mobile Device, user name (UserID), password, or other approved access device has been lost or stolen, or that someone has transferred or may transfer funds from your account without your authorization, contact us **AT ONCE** at (877) 602-6935 or (850) 769-3207 OR via email to: [bookkeeping@fbnwfl.bank](mailto:bookkeeping@fbnwfl.bank).

## **11. PAYMENT TO A FBNWFL LOAN ACCOUNT**

You may use the Mobile Banking Service to make a payment to your FBNWFL loan account using the downloaded First National mobile application. You may make a payment to the loan account from your FBNWFL checking or savings account. Loan payments may be scheduled as a one-time payment but may also be scheduled in advance or established to occur on a recurring basis. Payments submitted by 3:00 p.m. CT on a Business Day will be processed that Business Day and will be reflected in the loan account the next Business Day.

## **12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

YOU AGREE THAT THE SOFTWARE AND THE MOBILE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SOFTWARE AND THE MOBILE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NO WARRANTY IS PROVIDED THAT THE SOFTWARE OR THE MOBILE BANKING SERVICE (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE FREE FROM DEFECTS, ERRORS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE OR THE MOBILE BANKING SERVICE WILL BE UNINTERRUPTED, TIMELY, OR SECURE, (III) THAT THE RESULTS OBTAINED FROM THE SOFTWARE OR THE MOBILE BANKING SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) THAT ANY ERRORS OR DEFECTS IN THE SOFTWARE OR MOBILE BANKING SERVICE WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FBNWFL, LICENSOR, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR THE MOBILE BANKING SERVICE OR FOR ANY LOSS OF DATA, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. YOUR USE OF THE SOFTWARE AND THE MOBILE BANKING SERVICE, AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE OR THE MOBILE BANKING SERVICE, IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE. IN ANY CASE, LIABILITY OF FBNWFL, LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THIS SECTION ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE SOFTWARE OR THE MOBILE BANKING SERVICE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR YOUR USE OF THE SOFTWARE OR THE MOBILE BANKING SERVICE.

## **13. MISCELLANEOUS**

This Agreement will be governed by and construed in accordance with the laws of the state of Florida, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language.

## **MOBILE DEPOSIT USER AGREEMENT –**

### **CONSUMER & COMMERCIAL**

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of First National Bank Northwest Florida 's Mobile Deposit services that First National Bank Northwest Florida ("bank", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with First National Bank Northwest Florida (FNBWFL), as applicable to your FNBWFL account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement and/or Mobile Banking Agreement.

1. **Services.** FNBWFL's Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to FNBWFL or our designated processor.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, FNBWFL reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.



3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
  
4. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by FBNWFL. See [www.fbnwfl.com](http://www.fbnwfl.com) for current specifications. FBNWFL is not responsible for any third-party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.
  
5. **Fees.** You will not be charged a fee by FBNWFL for our general mobile banking services; however, you may be charged a fee when using the P2P service if requesting the funds be expedited. Any fee that is charged will be disclosed prior to your deposit. FBNWFL may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize FBNWFL to deduct such fees from the same bank account as your mobile deposit. You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.
  
6. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to FBNWFL is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
  - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
  - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
  - Checks payable jointly using "and", checks payable jointly using "or" may be deposited into an account in the name of all payees.
  - Checks previously converted to a substitute check, as defined in Reg. CC.
  - Checks drawn on a financial institution located outside the United States.
  - Checks that are remotely created checks, as defined in Reg. CC.
  - Checks not payable in United States currency.
  - Checks dated more than 6 months prior to the date of deposit.

- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
  - Checks with any endorsement on the back other than that specified in this agreement.
  - Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
  - Checks that have previously been deposited or negotiated in any way via any method at FBNWFL or any other financial institution.
7. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For mobile deposit" or as otherwise instructed by FBNWFL. You agree to follow any and all other procedures and instructions for use of the Services as FBNWFL may establish from time to time.
8. **Receipt of Items.** We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from FBNWFL that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.
9. **Availability of Funds.** Checks deposited via the Service by the Bank's stated 5:00 p.m. CT deadline will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.
10. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from FBNWFL that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to FBNWFL.
11. **Deposit Limits.** We reserve the right to and may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of

these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times.

12. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in FNBWFL's sole discretion subject to the agreements governing your account.
  
13. **Errors.** You agree to notify FNBWFL of any suspected errors regarding items deposited through the Services immediately, and in no event later than 60 days after the applicable FNBWFL account statement is sent. Unless you notify FNBWFL within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against FNBWFL for such alleged error.
  
14. **Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. FNBWFL bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
  
15. **Image Quality.** The image of an item transmitted to FNBWFL using the Services must be legible, as determined in the sole discretion of FNBWFL. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by FNBWFL, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
  
16. **User Warranties and Indemnification.** You warrant to FNBWFL that:
  - You shall only transmit eligible items.
  - You shall not transmit duplicate items.
  - All information you provide to FNBWFL is accurate and true.
  - You shall destroy Original Checks as stated above.
  - You shall comply with this Agreement and all applicable rules, laws, and regulations.
  - You are not aware of any factor which may impair the collectability of the item.
  - You shall not alter any Original Check or Check Image and shall review the Check Images to ensure that they accurately represent all of the information on the front and the back of the Original Check, as applicable, at the time you photographed it.
  - You shall not submit to FNBWFL or to any other person or entity for deposit, for check cashing, or credit any Original Check if Check Images of the Original Check have already been accepted for deposit into your Eligible Account, or if the Original Check was previously accepted by any other person or entity for deposit.

- You shall not deposit into your Eligible Account with FNBWFL or any other deposit taking institution, or otherwise negotiate or transfer to anyone, any Original Check that you submitted as a Mobile Deposit to FNBWFL, unless following receipt of your submission, FNBWFL notifies you that the Check Images are ineligible for Mobile Deposit or any substitute check created from the Original Check is refused by the financial institution upon which it is drawn. You shall not re-deposit or re-present the original item.
- You shall indemnify, defend, and hold FNBWFL and its agents from and against all liability, damage and loss arising from any claims, suits, or demands, brought by third parties with respect to any Check Images, substitute check, or Original Check processed through Mobile Deposit as described above.
- You shall use Mobile Deposit only for your use in accordance with the terms of this Agreement. You shall not make Mobile Deposit available or transfer your rights to use Mobile Deposit for the benefit of any third party.

17. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

18. **Termination.** We may terminate this Agreement at any time, for any reason, and without notice. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your account agreement or any other agreement with us.

19. **Enforceability.** We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

20. **Ownership & License.** You agree that FNBWFL retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to FNBWFL's business interest, or (iii) to FNBWFL's actual or potential economic disadvantage in any aspect. You may use the Services only in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

21. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

22. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF FBNWFL HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

## **REMOTE ACCOUNT TRANSFER SERVICE AGREEMENT –**

### **CONSUMER & COMMERCIAL**

IMPORTANT: THE AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH FIRST NATIONAL BANK NORTHWEST FLORIDA (FBNWFL) MAY FROM TIME TO TIME REQUEST A TRANSFER OF FUNDS IN YOUR FBNWFL ACCOUNT(S) TO AN ACCOUNT YOU OWN AT ANOTHER FINANCIAL INSTITUTION OR A TRANSFER FROM THAT ACCOUNT TO YOUR FBNWFL ACCOUNT. FBNWFL RESERVES THE RIGHT TO PROVIDE INFORMATION AND NOTICES ABOUT THE REMOTE ACCOUNT TRANSFER SERVICE TO YOU BY NON-ELECTRONIC MEANS. THIS AGREEMENT ALSO INCORPORATES ANY OTHER TERMS AND CONDITIONS PROVIDED SEPARATELY WITH YOUR DEPOSIT ACCOUNT AGREEMENT AS WELL AS THE TERM OF ANY DISCLOSURES YOU MAY HAVE RECEIVED. THESE TERMS AND CONDITIONS AFFECT YOUR RIGHTS, YOU SHOULD READ THEM CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.

## **Scope of Agreement -**

This Agreement covers all funds transfers using the Remote Account Transfer service initiated by you from time to time through FNBNWFL Online or Mobile Banking.

## **Definitions -**

(a)"ACH Network" Automated Clearing House Network means the funds transfer system, governed by the NACHA Rules, which provides funds transfer services to participating financial institutions.

(b)"Business Day" means Monday through Friday, excluding Federal/Bank holidays.

(c)"Eligible FNBNWFL Account" means my FNBNWFL deposit account (checking/savings) that is eligible to be used with the Remote Account Transfer service and is enrolled in the service.

(d)"Verified Account", "Third Party Account" means an account that I own at another financial institution located in the United States that is enrolled in the Remote Account Transfer service.

(e)"FNBNWFL" means First National Bank Northwest Florida.

(f)"Bank" means any other financial institution.

(g)"I", "me", "my", "you" or "your" refers to the owner of the eligible FNBNWFL account.

(h)"We", "our", or "us" refers to First National Bank Northwest Florida.

(i)"Online Banking", "Online Banking Service" includes Mobile Banking.

## **Description of Service -**

The Remote Account Transfer service enables me to request a transfer of funds: (1) from my Eligible FNBNWFL Account to a Verified Account (I hold at another financial institution); or (2) from a Verified Account to my Eligible FNBNWFL Account. FNBNWFL generally uses the ACH Network to execute my Remote Account Transfer requests, but other methods of transfer may also be used. All requests must be made through the FNBNWFL's Online Banking system and are subject to the terms of my Online Banking Agreement, this Agreement, each as in effect from time to time, other agreements and applicable laws and regulations.

## **Authorization to Transfer Funds Using the Remote Account Transfer Service -**

I hereby represent and warrant to FNBNWFL that I own each Eligible FNBNWFL Account, Verified Account and have full right and authority to all the funds on deposit therein. In addition, I authorize FNBNWFL to execute and charge my Eligible FNBNWFL Account(s) for any Remote Account Transfer request to a Verified Account and from a Verified Account to my Eligible FNBNWFL

Account, including any related fee, subject to any applicable limit as to dollar amount, time delays to complete transfers when my Remote Account Transfer requests are made in accordance with the procedures established by FNBWFL. I understand and acknowledge that FNBWFL has no obligation to execute any request for a transfer using Remote Account Transfer that is not initiated in accordance with such procedures.

I further acknowledge that the acceptance and processing of a Remote Account Transfer request is subject to the terms and conditions stated in this Agreement, as amended from time to time. This authorization shall remain in full force and effect until I have informed FNBWFL in writing that I have revoked my authorization and FNBWFL has had a reasonable opportunity to act on it.

FIRST NATIONAL BANK NORTHWEST FLORIDA

BOOKKEEPING DEPARTMENT

101 EAST 23<sup>RD</sup> STREET

PANAMA CITY FL 32405-4501

**Information Relied Upon by FNBWFL -**

I acknowledge and agree that FNBWFL is relying upon the information I provide in originating a Remote Account Transfer on my behalf. Any errors in the information, including incorrect or inconsistent account names and numbers or the ABA number or name of the financial institution holding my Verified Account are my responsibility. Although I represent and warrant to the FNBWFL that I am the owner of each Verified Account and describe it to FNBWFL by name and account number (or any other number), I understand and agree that if Remote Account Transfer instructions identify a Verified Account by name and account number, the relevant financial institution may execute those instructions by reference to the account number only, even if such number does not correspond to the name. I understand that financial institutions holding my Verified Accounts may not investigate discrepancies between names and numbers. In addition, I agree that FNBWFL has no responsibility to investigate discrepancies between names and account numbers.

**Limited Power of Attorney -**

I ACKNOWLEDGE AND AGREE THAT WHEN FNBWFL ORIGINATES A REQUEST FOR A TRANSFER USING THE REMOTE ACCOUNT TRANSFER SERVICE, FNBWFL IS ACTING AS MY AGENT. I AGREE TO INDEMNIFY AND HOLD HARMLESS FNBWFL AS MY AGENT UNDER THIS LIMITED POWER OF ATTORNEY.

**Security Procedures -**

I agree that FNBWFL will initiate a funds transfer request for me only after I access my Eligible FNBWFL Account(s) through its Online Banking Service using the established login credentials. I acknowledge and agree that FNBWFL has established commercially-reasonable security procedures for the Remote Account Transfer service. I understand that the security procedures are designed to authenticate my identity before accepting a request for a Remote Account Transfer and not to detect errors in the content of my instruction.

#### **Verification of Accounts at Other Financial Institution -**

After agreeing to this Agreement and providing any additional information requested, I may enroll accounts that I hold at other financial institutions (each, a "Third Party Account") in the Remote Account Transfer service. I hereby authorize FNBWFL to verify a Third Party Account by the following means: Confirmation of Trial Deposits. I authorize FNBWFL to verify my Third Party Account through the use of a trial transfer, in which two low value payments (less than \$1.00) will be credited to the account and a debit transfer totaling the two credits will be completed. I will be required to enter the three amounts to complete the verification process. Once the verification process is successful, each Third Party Account will become a Verified Account.

#### **Limits on Remote Account Transfers -**

<b>Daily</b>	<b>Consumer \$500.00</b>	<b>Commercial \$2,500.00</b>
<b>Monthly*</b>	<b>Consumer \$15,000.00</b>	<b>Commercial \$75,000.00</b>

\*For purposes of the "monthly" transfer limits, a month means the thirty (30) calendar days immediately prior to the date on which a Remote Account Transfer request is executed (i.e., originated) by FNBWFL.

#### **Service Fees and Charges -**

I understand and agree that I am responsible for paying all fees associated with my use of the Remote Account Transfer Service. I authorize FNBWFL to charge my Eligible FNBWFL Account (or any other of my accounts at FNBWFL) for any service fees and charges applicable to transfers requested through the Remote Account Transfer Service in accordance with FNBWFL's Fee Schedule in effect at the time I make a Remote Account Transfer request. At this time, the service is provided free with Online Banking and a fee of \$2.00 per transfer. However, FNBWFL reserves the right to change the fees charged for the use of the Remote Account Transfer Service. Any future fees for access or use of the Remote Account Transfer Service will be disclosed prior to initiating a remote transfer, and will be found on FNBWFL's Fee Schedule located at [www.FNBWFL.org](http://www.FNBWFL.org).



### **Execution of a Request for a Remote Account Transfer -**

My request for a Remote Account Transfer will be executed on the current Business Day so long as it is initiated by the cutoff time of 3:00 p.m. CT. If my request for a Remote Account Transfer is received by FBNWFL on a day that is not a Business Day or on a Business Day after the established cut-off hour, FBNWFL will not process my request until the next Business Day.

### **Actions Taken Upon an Unsuccessful Remote Account Transfer -**

If the funds transfer fails FBNWFL will notify me by e-mail so that I may contact the financial institution where my Verified Account is held in order to understand the reason for such failure.

### **Rejection of a Remote Account Transfer Request -**

FBNWFL reserves the right to reject my funds transfer request. FBNWFL may reject my request if the dollar value of one or more of my transfer requests exceed my daily or monthly transfer limit (as more fully described above), if I have insufficient available funds in my Eligible FBNWFL Account for the amount of the Remote Account Transfer, plus any applicable fee, if my request is incomplete or unclear, if FBNWFL identifies a security risk related to a requested transfer or if FBNWFL is unable to fulfill my request for any other reason. I understand and agree that if FBNWFL rejects a request for a Remote Account Transfer for one or more of the reasons set forth above, I will be informed of the rejection during my online session or by e-mail as soon thereafter as FBNWFL has determined to reject the request.

### **Cancellations, Amendments or Recalls of a Remote Account Transfer Request -**

I may cancel or amend a funds transfer request only if FBNWFL receives my request prior to the execution of the funds transfer request and at a time that provides FBNWFL with a reasonable opportunity to act upon that request. FBNWFL shall not be liable to me for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of my funds transfer request.

### **Transfers Subject to the Rules of the Third Party Accounts -**

Additionally, all funds transfers are also subject to the rules and regulations governing the relevant Third Party Accounts. I agree not to request any Remote Account Transfers from or to Verified Accounts that are not allowed under the rules or regulations applicable to such accounts.

### **Delays, Non-Execution of Funds Transfer Request -**

I agree that FBNWFL shall not be responsible for any delay, failure to execute, or incorrect execution of my funds transfer request due to circumstances beyond FBNWFL's reasonable control - including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of my funds transfer request to the financial institution or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or acts or omissions of any intermediary bank or beneficiary bank.

FBNWFL MAKES NO WARRANTIES, EXPRESS OR IMPLIED - INCLUDING THE FAILURE OF ANY INTERMEDIARY BANK OR BENEFICIARY BANK TO CREDIT MY BENEFICIARY WITH THE AMOUNT OF THE FUNDS TRANSFER AFTER RECEIPT OF SAME WITH RESPECT TO ANY MATTER.

#### **Unauthorized Remote Account Transfers -**

I understand that if I think that someone else has learned my access credentials for online banking or an unauthorized Remote Account Transfer or other type of online transaction has been made from one of my accounts, I must notify FBNWFL immediately by telephone at (850) 769-3207 or Toll Free (877) 602-6935, or if I am unable to telephone FBNWFL, in writing to: FIRST NATIONAL BANK NORTHWEST FLORIDA, BOOKKEEPING DEPARTMENT, 101 EAST 23<sup>RD</sup> STREET, PANAMA CITY FL 32405-4501. By providing such prompt notice, I may limit my personal liability for unauthorized transfers, as more fully described in the "Unauthorized Transactions" section of the Electronic Funds Transfer Agreement and Disclosure.

#### **Significance of E-Mail Notices about the Remote Account Transfer Service -**

I agree that all e-mail notices sent to me regarding status of my Remote Account Transfer requests are simply service messages and will not constitute a transaction receipt or an official bank record with respect to a Remote Account Transfer. I acknowledge and agree that these notices will be sent to the e-mail address contained within the Online Banking Service I provide during my enrollment in the service, even if I have informed FBNWFL separately in the past (or choose to do so in the future) to not send me marketing messages at that same e-mail address.

#### **Means of Transfer -**

I understand that FBNWFL uses a variety of banking channels and facilities to make funds transfers, but will ordinarily use the ACH Network. FBNWFL may choose any reasonable means that FBNWFL considers suitable to complete a transfer that I request using the Remote Account Transfer service. I authorize FBNWFL to choose the means they deem suitable to cause each of my Remote Account Transfer requests to be completed successfully. These other choices include banking channels, electronic means, funds transfer systems, regular or express mail, courier, telecommunications services, intermediary banks and other organizations. I agree to be bound by the rules and regulations that govern any applicable funds transfer systems, including, but not limited to, the ACH Network, NACHA, Federal Reserve System and Clearing House Interbank Payment System (CHIPS).

**Currency of Funds Transfer -**

The Remote Account Transfer Service is available for funds transfers to Verified Accounts in the United States only and are made in U.S. dollars only.

**No Unlawful or Prohibited Use -**

As a condition of using the Remote Account Transfer service, I warrant to FNBWFL that I will not use the Remote Account Transfer service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. I further warrant and represent that I will not use the Remote Account Transfer service in any manner that could damage, disable, overburden, or impair the Remote Account Transfer service or interfere with any other party's use and enjoyment of such service. I may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Remote Account Transfer service. I agree that these warranties and representations will remain in full force and effect even if this Agreement terminates for any reason.

**Service Changes and Discontinuation -**

FNBWFL may modify or discontinue the Remote Account Transfer service, with or without notice, without liability to me at any time. FNBWFL reserves the right, subject to applicable law and regulation, to terminate my right to use the Remote Account Transfer service at any time and for any reason, including, without limitation, if FNBWFL, in its sole judgment, believes I have engaged in conduct or activities that violate any of the terms of this Agreement or, if I provide FNBWFL with false or misleading information or interfere with other users or in the administration of the Remote Account Transfer service.

**Proprietary Rights -**

I acknowledge and agree that FNBWFL and its agents own all rights in and to the Remote Account Transfer service. I am permitted to use the Remote Account Transfer service only as expressly authorized by this Agreement. I may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile the technology for the Remote Account Transfer service or any other services or technology.

**Indemnity -**

In consideration of the Agreement by FNBWFL to act upon my request to make an Remote Account transfer in the manner provided in this Agreement, I agree to indemnify and hold FNBWFL, its directors, officers, employees and agents harmless from and against any and all claims, suits, judgments, executions, liabilities, losses, damages, costs, and expenses - including reasonable attorney's fees - in connection with or arising out of your acting upon Remote Account Transfer instructions pursuant to this Agreement. This indemnity shall not be effective to relieve and indemnify FNBWFL against its gross negligence, bad faith, or willful misconduct.

**Claims; Limitation of Liability; No Warranty -**

I agree that within thirty (30) days after I receive notification that my Remote Account transfer request has been executed, I will tell FNBWFL of any errors, delays, or other problems related to my request. If my funds transfer request is delayed or erroneously executed as a result of the FNBWFL's error, FNBWFL's sole obligation to me is to pay or refund such amounts as may be required by applicable law. Any claim for interest payable by FNBWFL shall be at the FNBWFL's published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made. In any event, if I fail to notify FNBWFL of any claim concerning my funds transfer request within one (1) year from the date that I receive notification that my request has been executed, any claim by me shall be barred under applicable law.

I AGREE THAT FNBWFL SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) MY GRANTING FNBWFL AUTHORITY TO VERIFY A THIRD PARTY ACCOUNT; (2) YOUR DEBIT AND/OR CREDIT OF A VERIFIED ACCOUNT OR YOUR INABILITY TO DEBIT AND/OR CREDIT SUCH ACCOUNT(S) IN ACCORDANCE WITH MY REMOTE ACCOUNT TRANSFER INSTRUCTIONS; (3) ANY INACCURATE OR INCOMPLETE INFORMATION RECEIVED FROM ANOTHER FINANCIAL INSTITUTION IN CONNECTION WITH VERIFYING A THIRD PARTY ACCOUNT OR EXECUTING A TRANSFER WITH A VERIFIED ACCOUNT; (4) ANY CHARGES IMPOSED BY THE FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT; AND (5) ANY TRANSFER LIMITATIONS SET BY A FINANCIAL INSTITUTION HOLDING A VERIFIED ACCOUNT. IN NO EVENT SHALL FNBWFL BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING IN CONNECTION WITH MY REMOTE ACCOUNT TRANSFER REQUEST.

EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, FNBWFL, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. FNBWFL MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE REMOTE ACCOUNT TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE REMOTE ACCOUNT TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY FNBWFL FROM ANY FINANCIAL INSTITUTION HOLDING ANY VERIFIED ACCOUNT OR THAT THE REMOTE ACCOUNT TRANSFER SERVICE WILL MEET ANY REQUIREMENTS OF ANY USER, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

**Amendments -**

I agree that FBNWFL reserves the right to change the terms and conditions of this Agreement as required by law or FBNWFL policy. Unless otherwise required by law, FBNWFL may amend this Agreement without prior notice to me. If FBNWFL chooses to notify me of an amendment or is required to do so by law, FBNWFL may ask me to agree to an amended version of this Agreement electronically, or mail or deliver a separate notice, statement message or electronic message to me at the last address FBNWFL has on file for me.

**Governing Law -**

This Agreement shall be governed by the laws of the state of Florida and federal law, as applicable.

**Electronic Consent and Acceptance of Terms and Conditions -**

In order to enroll to use the Remote Account Transfer service, I consent to receive and accept the terms and conditions of the User Agreement for Remote Account Transfer Service, and any amendments to it, electronically. In the event any change to this Agreement requires prior notice to me, FBNWFL will notify me by e-mail, at the public e-mail address I have provided for notices pertaining to this service, of the new or different terms and conditions or will provide me with a link within such e-mail where I may view the new or different terms and conditions on a web site.

I understand and agree that FBNWFL reserves the right to provide any such notices to me in printed form. A record of each funds transfer request will be made available to me electronically at the time each Remote Account Transfer is requested and in summary form as part of the periodic statement for my Eligible FBNWFL Account to or Bank from which the transfer is requested. I may withdraw my consent to having this information provided to me electronically by contacting FBNWFL by telephone at (850) 769-3207 or (877) 602-6935, however, by doing so I understand that I will terminate my right to use the Remote Account Transfer service. Withdrawing my consent in this manner will not prevent me from re-enrolling for the Remote Account Transfer service.

**Required Equipment -**

In order to use the Remote Account Transfer service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. I understand that I can also obtain a printed copy of this Agreement by calling (850) 769-3207 or (877) 602-6935.

## **SHAZAM BRELLA Terms of Use Agreement – Consumer & Commercial**

This SHAZAM BRELLA Terms of use Agreement ("Agreement") sets forth the terms and conditions that apply to your enrollment in the SHAZAM BRELLA mobile banking application (the 'service') offered through First National Bank Northwest Florida ('we,' "our," "us"). You agree to be bound by the terms and conditions of this Agreement as may be amended from time to time.

### 1. Acceptance of Terms.

By clicking "I Agree" when you enroll in the service or by using the service, you agree to be bound by the terms and conditions of this Agreement. By agreeing to the terms and conditions of this Agreement, you represent that you have the capacity to be legally bound by it.

### 2. Description of the Service.

The service is a mobile banking application available for iPhone and Android devices, as well as other tablet devices and via an internet browser, which is tied to your debit card with us. We have set the features and functions of the service that will be available to our customers. The service will provide you with access to account balance information, and transaction alerts as managed by you, via e-mail, for the following transactions: transactions over a defined dollar amount set by you; international transactions; mail, internet or telephone transactions; or suspicious activity. The service may also provide the ability to send and receive funds through your debit card that you enroll in the service. The features and functions of the service, and the steps to be taken by you to manage the alert settings and the other features and functions of the Service, may be described further in any user guide or user manual that may be available as part of the service. Any user manual or user guide is not a part of this Agreement.

### 3. Alerts.

We may from time to time provide you with automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes made online to your account, such as a change to your registration information. Voluntary account alerts may be turned on by default as part of the service. They may then be customized, deactivated, or reactivated by you. We may add new alerts from time-to-time, or cease to provide certain alerts at any time and in our sole discretion, and without notice to you. All alerts will be sent by email to the e-mail address you have provided. You are responsible for updating your profile with any change in your email address. Changes to your e-mail address will apply to all of your alerts. We reserve the right to

discontinue sending alerts to any email address you have provided if any email or emails to the address are rejected or we have any other issues or concerns regarding any email address, and without notice to you.

#### 4. Relationship.

This Agreement and your account relationship is solely with us, and the service is being provided solely by us. No agreement, account or other relationship with any of our service providers (including ITS, Inc., SHAZAM, Inc. or ITS Bank) is established by this Agreement or by your use of the service. All compliance, disclosure and account servicing with respect to this Agreement, the service and all transactions or actions effectuated through or under the service is solely our responsibility.

#### 5. Account Information.

You represent that you are the legal owner of the accounts and financial and other information which you access via the service. By submitting information, data, passwords, usernames, PINS, other log-in information, materials and other content to us and our service providers through the service, you are representing that you have the right to submit such information and you are perpetually licensing that content to us and our service providers and permitting us and our service providers to use and store the content for the purpose of providing you the service and as otherwise permitted or required by law, rule or regulation. You expressly authorize us and our service providers to access your account and other information.

#### 6. Information.

You are responsible for the accuracy and completeness of all information and data provided or input by you (including all account information, email addresses, funds transfer amounts and the recipients of funds), as well as for maintaining the confidentiality of any user name and password that allows you access to the service. By providing us with your e-mail address, you agree to receive all alerts or other notices by email to that e-mail address.

It is your responsibility to update or change your email address as necessary by updating your profile. we reserve the right to discontinue sending alerts or other information or notices to, or to not effectuate any funds transfers or other transactions associated with, any email address and related debit card if any email or emails to the address are rejected or we have any other issues or concerns regarding any email address, and without notice to you. Notices by email may be provided in the format selected by us or through a link to the appropriate page on our website, accessible through any standard, commercially available internet browser.

You also acknowledge and agree that we may share your name, email address and other information with any person that you engage in a transaction with pursuant to the service, including in connection with your receipt or payment of funds through the service.

Alerts may also contain some information about you or your accounts. Depending upon which alerts you select, information such as account balance may be included.

Account information, including your name and email address, will also be provided to the other party to any funds transfer transactions. Anyone with access to your cell phone or e-mail will be able to view the content of these alerts and your transaction information. It is your responsibility to maintain the security of your cell phone and e-mail.

#### 7. Your use of the service.

Your right to use the service is personal to you and is not transferable or assignable by you to any other person or entity. In order for us to provide the service to you, you must keep your email address and other profile and registration information current and accurate. Your access to the service may be interrupted from time to time for various reasons, including but not limited to equipment malfunction, periodic updating, maintenance or repair, or other actions that we or our service providers may elect to take in our sole discretion. You shall not use the service, or allow the use of the service, for any illegal purpose or in a way that violates any foreign, federal, state or local law, rule, regulation, ordinance or order.

#### 8. License.

Subject to your compliance with this Agreement, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sublicensable and non-assignable license to download, install and use the software associated with the service on your wireless device within the United States and its territories. In the event that you obtain a new or different wireless device, you will be required to download and install the software associated with the service to that new or different wireless device and to delete the software associated with the service from your wireless device that has been replaced. This license shall be deemed immediately revoked and terminated upon any termination of the service or this Agreement, your noncompliance with this Agreement, your deletion of the software from your wireless device, or upon our written notice to you at any time, with or without cause. In the event the license is revoked or terminated for any reason, you shall promptly delete the software associated with the service from your wireless device. We and our service providers reserve all rights not expressly granted to you in this Agreement.

#### 9. Charges for the service.



You shall pay for the service in accordance with our current fee schedule as amended by us from time to time, in our sole discretion. Any change in the fee schedule shall be effective at the time determined by us. You authorize us to automatically charge your account for all such fees incurred in connection with the service. In the future, we may, in our sole discretion, but we have no obligation to, add to or enhance the features of the service. By using such added or enhanced features, you agree to pay for such service in accordance with the then current fee schedule.

#### 10. Intellectual Property Rights; Proprietary Rights.

The service, including its content, software, images, logos and other material, are protected under both United States and other applicable copyright and trademark laws and other laws. The service and the content of the service either belongs to or is licensed to us or our service providers. We grant you the right to use the service subject to and upon the terms of this Agreement. You may use the Service only for your own personal, internal and non-commercial use only. Any distribution, reprint, or electronic reproduction of the Service or any content related to the service, in whole or in part, for any purpose is expressly prohibited. You shall not, nor attempt to, reverse engineer, reverse compile, decipher or disassemble any software or technology comprising or related to the Service.

#### 11. Disclaimer of Representations and warranties.

The service is provided on an "as is" basis, and we make no express representations or warranties, and we hereby disclaim and exclude in entirety any and all implied warranties, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose or noninfringement, regarding the service and all other matters whatsoever. Your use of the service is at your own risk.

You acknowledge that the service could include inaccuracies, and we do not represent or warrant the timeliness, reliability, completeness or accuracy of the service or any alerts, funds or other transactions or other actions, or that the service or any alerts, funds or other transactions or other actions are free of errors, viruses or other potentially damaging content.

We shall attempt to preserve the confidentiality of your account data and other personal information in accordance with applicable law. We shall not be liable for inadvertent disclosure of your account data or other personal information if, without limitation, it is caused by non-authorized intrusion or hacking or by your failure to maintain proper security of your account data or other personal information.

#### 12. Disclaimer.

You understand and agree that any alerts provided to you through the service or any funds or other transactions or other actions to be made through or under the service may be delayed or prevented by a variety of factors, and that we neither guarantee the delivery nor the accuracy of the content of any alert, funds or other transaction or other action. We may also cease to provide or allow any types of alerts, funds or other transactions or other actions at any time, and in our sole discretion. We shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert, funds or other transaction or other action, for any errors in the content of any alert, funds or other transaction or other action, or for any actions taken or not taken by you or by any other person in reliance on any alert, funds or other transaction or other action.

### 13. Limitation on Liability.

In no event shall we or our parent, subsidiaries, affiliates, employees, agents, customers, vendors, suppliers or service providers be responsible or liable for any losses, damages, costs, expenses or other amounts, including but not limited to, direct, indirect, incidental, special, consequential, punitive or other damages, or for any other liabilities, in any way arising or resulting from your use of or inability to use the service, any omissions, errors, defects or viruses in the service, failure of performance of the Service or otherwise from the service, and whether in an action in contract, tort (including but not limited to negligence), or otherwise, and even if we have been advised or knew of the possibility of such damages.

Without limiting the generality of the foregoing, we shall not be liable for loss of funds, loss of business, loss of goodwill, loss of use, lost profits, lost data or other intangibles. Further, our total liability to you under this Agreement and under any theory, including breach of contract, negligence or other tort, shall in no event exceed the total amount of the payments made by you to us, if any, during the last 12 months under this Agreement.

### 14. Indemnification.

You shall indemnify, defend and hold us and our affiliates and service providers harmless from and against any and all suits, actions, proceedings, claims, counterclaims, demands, allegations, assertions, liabilities, damages, losses, expenses and costs, including but not limited to attorneys' fees and court costs, and other amounts, in any way caused by or arising from your use of the service, any other person's use of the service through you (including to receive funds from you or to send you any funds), your violation of this Agreement, your violation of any foreign, federal, state or local law, rule, regulation, ordinance or order, or your infringement of any intellectual property or other right of anyone. This Section survives any termination of this Agreement. Our service providers may enforce this section, either independently or jointly with us.

### 15. Termination of Enrollment.

You may cancel your enrollment in the service by removing all of your debit cards from the service. The deletion of the application from your wireless device will not in itself cancel your

enrollment in the service. If you have questions about cancelling your enrollment in the service, you can call us at 877-602-6935.

We reserve the right to change or cancel any or all of the service at any time without notice. We may also cancel or suspend your access to the service at any time without notice and for any reason, including but not limited to your non-use of the service for such period of time as is determined by us. Your enrollment in the service shall also automatically terminate, without notice, in the event our right to offer and provide the service is lost or terminated, for whatever reason.

You agree that we will not be liable to you or anyone else for any modification, suspension, cancellation or discontinuation of any or all of the service, for whatever reason. The termination of this Agreement, for whatever reason, will not affect any of your liability under this Agreement, including, without limitation, under sections 9 and 14.

#### 16. Amendments to the Agreement.

We may amend or restate this Agreement from time to time, in our sole discretion, including adding new or different terms or conditions. Any such amendments or restatements will be posted on our website. You shall be deemed to have accepted and agreed to any such amendments or restatements by your use of the Service subsequent to the posting of the amendments or restatements.

#### 17. Governing Law and Jurisdiction.

This Agreement and your relationship with us pursuant to this Agreement shall be governed and controlled by the laws of the state of Florida, but without regard to its conflict or choice of laws provisions. Any dispute with us arising under or related to this Agreement or the Service shall be resolved exclusively by the small claims court of Panama City within the county of Bay, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case we may seek such relief in any court with jurisdiction.

In the event of a dispute in which the amount in controversy is not within the jurisdictional limits of, and is not filed in, a small claims court, either of us may elect to arbitrate such dispute in accordance with the commercial Arbitration Rules of the American Arbitration Association. If these rules are not available, you and we may use a mutually agreeable comparable substitute arbitration procedure. Arbitration can only decide our or your dispute and cannot consolidate or join claims of other persons who may have similar claims. There shall be no authority or right for any disputes to be arbitrated on a class-action basis. If you or we choose arbitration, neither of us shall have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration.

These arbitration provisions shall survive closure of your account and termination of all business with us.

#### 18. Severability.

If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of this Agreement will be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement will remain in full force and effect.

#### 19. No change in our Rules.

Nothing in this Agreement is intended to, or does, amend, modify or otherwise change or alter any of our operating or other rules or regulations that otherwise apply to any transactions or actions effectuated under or through the service, including all rules or regulations applicable from time to time to funds transfers. You are responsible for complying with all of those rules and regulations.

#### 20. Entire Agreement.

This Agreement constitutes the entire agreement between you and us with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

### SMS TEXT MESSAGE ALERT SYSTEM AGREEMENT –

#### CONSUMER & COMMERCIAL

This agreement describes SMS Text Message Alerts offered as part of the electronic banking services provided in conjunction with Online Banking, Mobile Banking, and/or Debit Cards of First National Bank Northwest Florida (FNBWFL). This agreement supplements and incorporates any other terms and conditions provided separately with your deposit account agreement as well as the terms of any disclosures you may have received. You should read this agreement carefully and keep a copy for your records.

At FNBWFL, we take every precaution to keep your accounts secure. Protecting your debit card from fraud requires constant monitoring to detect any unusual or suspicious activity. We have two ways of contacting you whenever a potentially fraudulent activity occurs-by phone or SMS text message. This is a real time text message alert system to verify that an unusual transaction is not fraud. If potentially fraudulent transactions are taking place, we will quickly contact you to avoid future fraudulent transactions.

The SHAZAM Fraud Alert system is an automated system operating 24/7 which will telephone the primary telephone number associated with the account. Your mobile telephone number should be

the primary telephone number. You will be given a telephone number to call the automated fraud system to either confirm or deny transaction activity. If you do not have a cell phone on file, please update or confirm your mobile number in online banking “change address” or by visiting your local branch or calling our Customer Service Representatives at 1-850-769-3207.

Within the Mobile Banking App you have the ability to manage cards, please review the *FNBWFL Mobile Banking Services and User Agreement*. This is an additional way to monitor your card activity.

This SMS text feature will allow you to easily confirm if a transaction was authorized. You will be able to simply respond with “Yes” or “No”.

## **WHAT WE MONITOR**

Your card transactions are monitored for purchases outside your normal purchasing patterns, unusual timeframes and geographical locations, or purchase patterns that are consistent with previously identified fraud trends.

## **HOW WE CONTACT YOU**

How we contact you will depend on whether the phone numbers we have on file are landlines or mobile devices. If a mobile phone number exists, you will receive a SMS text message. Otherwise, a voice message is sent.

The valid numbers that will appear on your caller ID:

- Telephone Call: 1-855-219-5399
- Text Message: 72718

You may want to add these numbers to your contacts to ensure any message you receive is from the FNBWFL SHAZAM Fraud Department.

## **RECEIVING A TEXT MESSAGE**

- The text message from SHAZAM FraudAlert will arrive from a 5-digit code (72718) and contain last four numbers of card, merchant name and dollar amount of the transaction.
- Texts will be sent within 5 minutes of a suspicious transaction occurring 24/7. If we are not able to reach you, your card may be temporarily blocked until we can speak with you.
- You will be asked to reply with “Yes” if you authorized the transaction. You will receive a confirming text message and can continue to use your card with confidence.

- A “No” reply means you have not authorized the transaction. You will receive a confirming text message and you will be asked to contact a fraud specialist to protect your account. You should call immediately.
- Do not reply to the text message with any personal or confidential card information.
- To opt-out of FBNWFL Text Fraud Alerts, reply STOP to the message. An unsubscribe message will not be sent confirming the cancellation, and no more fraud alert text messages will be sent.

While this service is free, normal message and data rates may apply.

Below are sample text messages:

### **SAMPLE MESSAGES**

- Text from FBNWFL – 72718:
  - Free MSG: SHAZAM FraudAlert **18552195399**: Did you use card 1234 at Grocery Store #12 for 22.95? If valid, reply YES, if not NO. STOP to OptOut of Fraud Alerts.
- If YES reply received:
  - Free MSG: Thank you for confirming this activity, your account is safe for continued use. **18552195399**, reply STOP to OptOut of Fraud Alerts.
- If NO reply received:
  - Free MSG: SHAZAM FraudAlert **18552195399**: Your response has placed a block on the card. Call us immediately at **18552195399** avail 24/7. reply STOP to OptOut of Fraud Alerts.

**PLEASE RESPOND TO SMS TEXT MESSAGES CAREFULLY – IF YOU APPROVE FRAUDULENT ACTIVITY (BY RESPONDING “YES” TO A TEXT MESSAGE OR CONFIRMING VIA TELEPHONE WITH THE AUTOMATED SYSTEM), THEN YOU ARE RESPONSIBLE FOR ALL SUBSEQUENT FRAUDULENT ACTIVITY.**

### **ENROLLMENT**

Enrollment is automatic with the activation of your debit card. If you have a mobile (cell) phone number on file, you will receive a notification via text whenever a potentially fraudulent transaction occurs. If you wish to OptOut, simply reply STOP. If you do not have a mobile (cell) phone on file, please update or confirm your mobile number in online banking “change address” or by visiting your local branch or calling our Customer Service Representatives at 1-850-769-3207.

*Remember: FBNWFL will never call, text, or email you requesting your personal information, including card numbers, passwords, or PIN. If you receive a suspicious phone call or email asking for your personal or confidential information – do not respond. Immediately contact Customer Service Representatives at 1-850-769-3207, 1-850-234-8326, or local law enforcement.*

## Consent and Agreement -

By clicking on the "I Agree" button below, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the Remote Account Transfer service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and Fee Schedule and agree to be bound by the terms and conditions contained therein. Because enrollment for the Remote Account Transfer service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. FNBNWFL reserves the right to provide information and notices about the Remote Account Transfer service to me by non-electronic means.

## Common Features – Consumer & Commercial

### Fees & Transaction Limitations

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

The following services are not available to non-customers unless otherwise indicated.

Account Activity Printout-Snap-Shot Statement	\$3.00 per account
Account Balancing Fee	\$25.00 per hour (1 hour minimum)
Account Closing Fee	\$20.00 within 180 days
ACH File Origination-	\$5.00 per file
Commercial Customers Only	Plus \$.15 each transaction
ACH Return Item	\$10.00 each
Account Research	\$25.00 per hour (1 hour minimum) Plus photocopying fees
Automatic Funds Transfer-	\$5.00 per transfer
Between Accounts at FNBNWFL	
Bank to Bank (B2B) – Remote Account Transfer	\$2.00 per transfer
Transfer between your accounts at different financial institutions	

BillPay or Person to Person (P2P) – Regular Delivery Payment	Free
Same Day Electronic Payment Option	\$5.95 per payment
Expedited Paper Payment Delivery Option	\$25.95 per payment
Canadian/Foreign Item Processing Fee	\$25.00 per item
Cashier’s Checks	\$5.00 each
Chargeback Item Fee-Returned Deposited Item	\$4.00 per item
Check Cashing (On-Us Checks)	Free for customers
Check Printing	(fee depends on style and quantity of check ordered)
Coin Processing	\$2.00 per \$100.00, \$2.00 minimum
Counter Checks/Temporary Checks/Deposit Tickets -	\$3.00 per 12
Until Check Order Received	
Debit Card Replacement	\$5.00 per card
Dormant Account Charge	\$10.00 per month
An account is dormant if for one year from the date of last activity or date of last contact, whichever is greater, no withdrawals or deposits, other than credited interest, have been made to the account and we have received no communication or contact from you about the account or any of your accounts. A deposit or savings account is dormant after one (1) year and a Certificate of Deposit (CD) accounts become dormant after four (4) years.	
Fax	
Customer	Free
Non-Customer	\$2.00 per page
Legal Process Fee:	
Writs, Levies, Garnishments, etc.	\$75.00 per notice
MICR Reject Fee	\$.25 per item
Night Drop-	
Locking Bag	\$30.00 each
Zipper Bag	\$5.00 each
Notary Service	



Customer	Free
Non-Customer	\$10.00 per signature
NSF – Insufficient Funds (Returned) The NSF (insufficient funds) fee is charged when we return a check or other item drawn on your account against insufficient funds.	\$30.00 per item.
Overdraft Fee (Paid) The Overdraft fee is charged when we pay a check or other item drawn on your account against insufficient funds.*Overdraft and NSF charges apply to overdrafts created by check, in person withdrawals, or other electronic means, as applicable.	\$30.00 per item with a maximum of 5 charged per day.
Photocopy	\$3.00 per page
Photocopying Image Statements	\$3.00 per Statement
Return/Undeliverable Mail Fee	\$3.00 per month/cycle
SAFE DEPOSIT BOXES	
3 X 5	\$30.00 per year
3 X 10	\$45.00 per year
5 X 10	\$65.00 per year
10 X 10	\$115.00 per year
Lost Key Replacement	\$10.00 per key
Drilling Fee	Actual Vendor Cost

#### Statements

Electronic Statements – Online Banking	Free
Paper Statements	\$3.00 per Statement Cycle
Stop Payment	\$30.00

(Stop payment cutoff time is 10:00 a.m. CT on the next banking day on which we receive the check)

Telephone Transfers	\$5.00
---------------------	--------

Wire Transfers – Domestic

Incoming \$10.00

Outgoing \$15.00

Wire Transfer Trace – Domestic \$20.00

Wire Transfers – International \$10.00

Incoming \$15.00

Outgoing \$15.00 plus correspondent bank fee

Wire Transfer Trace – International \$75.00

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**First National Bank Northwest Florida**

**Online Banking Agreement and Disclosure for Commercial Clients**

This First National Bank Northwest Florida (Online Banking) Online Banking Agreement and Disclosure for Business Clients (this "Agreement") governs the First National Bank Northwest Florida Online Banking Service (the "Service"). For the purpose of this Agreement, "Client," "You," and "Your" shall refer to each person who has an interest in an account or other relationship which is accessible through the Service (including without limitation each party to this Agreement designated as "Client" on the Business Registration Form or as "Client Affiliate" on any addendum hereto), and any person authorized such access. "We," "Our," "Us," or "Bank" shall refer to First National Bank Northwest Florida. All references to time of day in this Agreement shall be Central Standard Time or Daylight Savings Time when in effect in the Central Time zone.

Definitions:

*Business Registration Form* – The First National Bank Northwest Florida Online Business Registration Form attached hereto and incorporated into this Agreement by this reference as Exhibit A.

*Business Account* - An account used exclusively by a business entity for business purposes, including an individual doing business as a sole proprietorship. A business account may not be used by a consumer or for any consumer purposes.

*Business Day* - Every day is a business day, except Saturdays, Sundays, and certain federal holidays. You may access the Service 24 hours a day, seven days a week. From time-to-time Bank may perform regular maintenance on our systems or equipment that may result in interrupted service. We will attempt to provide notification in advance of any possible interruption of service.

*Users* – Each Individual authorized to access the service will require a USERID and email address (See Exhibit C). Non-Customers will require a Non-Customer CIS form completion.

#### 1. **Service Vendor**

The Service consists of information and transaction online services provided under the product name Online Banking by First National Bank Northwest Florida. When you use the Service or you permit any other person to use the Service, you agree to the terms and conditions we have set out in this Agreement and any instructional material which we provide you regarding the Service. Your use of the Service 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. A third-party vendor (“Vendor”) as selected by Bank provides the Service, and both Vendor and Service are subject to change from time to time without notice to Client. Client agrees and stipulates that Vendor is an independent contractor providing software and data transmission services and is not the agent of Bank or any Client. Neither Bank nor Vendor is responsible for the actions or omissions of the other.

-

#### 1. **Equipment and Technical Requirements**

It is your responsibility to acquire the software and equipment necessary to use the Service. To access the Service and to perform transactions, you must have Internet access, a web browser, and 128-bit encryption. Also recommended is a modem speed of 28.8 or higher. The speed at which you actually connect to the Internet may vary. Recommended Windows browsers include Microsoft Internet Explorer (IE) Version 7.0 or higher and Firefox Version 3 and higher. The recommended Mac browser is Safari Version 1.0 or higher. Online Banking service requires that Java scripting be enabled on your browser. If you need to make any changes to your existing browser settings, you will receive a message regarding this before you log-on to the service. In order to open and view E-Statement(s), you must have Adobe Acrobat Reader® version 6.0 or higher. In addition, you will need e-mail access and you may need at least 1MB of free space to receive your E-Statement(s). Client acknowledges that access to the Service and the availability of services hereunder is at all times conditioned upon the availability of the computer services, software and system used to communicate Client's instructions and Bank's responses.

**BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED OR SUFFERED BY CLIENT AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY FAILURE, INTERRUPTION, SUSPENSION OR TERMINATION OF SUCH SERVICES OR SYSTEM FOR WHATEVER REASON, INCLUDING BUT NOT LIMITED TO THE ACTS OR OMISSIONS OF THE SERVICE OWNER OR ANY THIRD PARTY.**

1. **Representations and Warranties**

Client represents and warrants to Bank that:

(a) Client has the corporate, partnership, or if a sole proprietorship, individual power and authority to enter into and perform this Agreement;

(b) Client has obtained the appropriate authorizations from each person or entity owning or holding an account identified to the Bank for access through the Service; and

(c) Client has the authority to give to Bank the instructions described in this Agreement.

1. **Use of Online Banking**

-

This Agreement is subject to such rules and procedures as Bank may establish and disseminate from time to time, including but not limited to, rules and procedures regarding security. Bank will rely upon the information Client furnishes to Vendor and/or Bank.

NEITHER BANK NOR VENDOR SHALL HAVE ANY OBLIGATION TO DISCOVER, AND SHALL NOT BE LIABLE TO CLIENT FOR ANY ERRORS MADE BY CLIENT, INCLUDING, BUT NOT LIMITED TO, ERRORS MADE IN IDENTIFYING ANY ACCOUNT OR PERSON, ERRORS IN THE AMOUNT OF ANY TRANSFER, DUPLICATE TRANSFER ORDERS ISSUED BY CLIENT AND ERRORS IN THE INFORMATION CLIENT FURNISHES TO VENDOR AND/OR BANK.

#### 1. **Standard of Care**

The Bank will exercise ordinary care and act in good faith in connection with providing the Service to you. The Bank does not warrant or represent that the Service will operate uninterrupted or that the Service will be error free. The Bank will use reasonable commercial efforts under the circumstances to contract with third parties as required for the products and services on which the Service is dependent including, but not limited to, communication carriers, network service providers, equipment manufacturers and their associated hardware and software providers. Bank will be deemed to have exercised ordinary care if its action or failure to act has been in conformity with Bank's prescribed procedures and such procedures do not vary unreasonably from general banking uses and practices not disapproved by any provision of any rule, statute, regulation, or government policy to which Bank is subject.

#### 1. **Liability of Bank**

#### **Generally.**

Bank shall be responsible only for performing the services expressly provided for in this Agreement, and shall not be liable, except as provided by applicable law, for any error or delay so long as Bank has acted in accordance with the terms and conditions hereof. Bank shall not be liable for any decision, made in good faith, to reject or not to process any transfer for any reason, including, but not limited to, if Client is in breach of any obligations hereunder, or if Bank reasonably believes there is (or Bank has actual notice of) the commencement of any proceeding by or against Client involving bankruptcy, reorganization, receivership, insolvency, or any other insolvency law or laws providing for the relief of debtors.

## **Compensation and Limitation of Liability.**

**IN NO EVENT SHALL BANK OR VENDOR BE LIABLE TO CLIENT FOR INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INDIRECT LOSS OR DAMAGES, LOST PROFITS, OR THE LIKE, EVEN IF BANK OR VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Failure of Client to notify Bank in writing of any discrepancies within sixty (60) calendar days of receipt of mailing or delivery of statement or confirmation shall preclude Client from asserting any discrepancy, error, or lack of authority against Bank, and shall relieve Bank of any liability for any transfers reflected in the statement or confirmation and for any future erroneous transfers that could have reasonably been avoided had Client notified Bank within said sixty (60) day period. Subject to the foregoing and except as otherwise provided herein, as a condition precedent to any liability of Bank, Client must notify Bank in writing of any alleged breach of this Agreement, or other occurrence purportedly giving rise to liability of the Bank, as promptly as is reasonably possible, but in no event later than sixty (60) calendar days following the day on which such alleged breach or occurrence was or could reasonably have been discovered by Client.

BANK SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS OF CLIENT OR ITS AGENTS OR OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, VENDOR, ANY FEDERAL RESERVE BANK, ANY COURIER SERVICE, THE NATIONAL AUTOMATED CLEARINGHOUSE ASSOCIATION (NACHA), ANY TRANSMISSION OR COMMUNICATIONS FACILITY, OR ANY OTHER PARTY INVOLVED WITH PROCESSING OF ANY ENTRY, AND NO SUCH THIRD PARTY SHALL BE DEEMED BANK'S AGENT.

Subject to the limitations herein, unless otherwise required by applicable law, any damages or other compensation due Client resulting from Bank's performance hereunder shall be limited to the Fees received by Bank during the six (6) month period preceding the date which the claim first occurred. If the Agreement has been in effect for less than six (6) months preceding such date, then compensation shall be limited to the amount of such Fees during such number of preceding months as this Agreement has been in effect. Bank's liability may be further limited as stated in Bank's other agreements with you.

## **Force Majeure.**

Notwithstanding any other provisions of this Agreement, Bank will not be held liable for any loss, expense, error or delay, including, but not limited to, any delay or inability to provide access to the Service, or in its ability to perform the transactions necessary to comply with Client's instructions, caused by accidents, strikes, flood, fire, war, riot, electrical or mechanical failures, software defects,

acts or omissions of Client, Vendor, or any other third party, including but not limited to, acts or omissions of any telephone or telecommunications carrier, legal constraints, acts of God or any other causes or conditions that are beyond Bank's reasonable control.

## **Warranty Disclaimer.**

**NEITHER BANK NOR VENDOR MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, CONCERNING PRODUCTS OR SERVICES OF BANK OR VENDOR (INCLUDING, WITHOUT LIMITATION, THE SERVICE), INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

### **1. Indemnification**

Client will, and agrees to, at all times, defend, indemnify and hold Bank, its parent and other affiliates, and the employees, shareholders, officers, directors, associates, representatives and agents of Bank, its parent and other affiliates, harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, costs, expenses, and attorneys' fees (including those fees allocable to Bank's in-house counsel), settlements, judgments or recoveries arising out of or relating, directly or indirectly, to Client's use of the Service, Client's negligence, Client's failure to comply with applicable law, including without limitation any willful misconduct, criminal misconduct or fraud, or Client's failure to comply with the terms of this Agreement.

### **1. Disclosure of Information; Confidentiality and Security**

The circumstances under which we will disclose information about you or your accounts, has been separately disclosed to you in our Privacy Policy and in other disclosures which have been provided directly to you. Our Privacy Policy may change from time to time and is always available on-line and at our banking locations.

EXCEPT AS SET FORTH HEREIN, BANK WILL NOT BE LIABLE FOR ANY LOSS SUFFERED BY CLIENT AS A RESULT, DIRECTLY OR INDIRECTLY, OF ANY UNAUTHORIZED PERSON GAINING ACCESS TO OR OTHERWISE MAKING USE OF THE SERVICE.

Client understands that all passwords, user IDs, inquiry IDs, and any other security codes (collectively, the "Codes") provided by Bank to Client in connection with the Service are confidential.

Client agrees to safeguard the Codes at all times and to establish and maintain procedures to ensure their confidentiality. Client agrees not to disclose the Codes to any person or entity, except Client's authorized personnel. Client shall notify Bank immediately if the confidentiality of any of the Codes is breached. Client may contact Bank by calling 850.769.3207 (Toll Free at 877.602.6935) or email by clicking the Message button within the service or by writing Bank at the following address:

First National Bank Northwest Florida

Attn: Online Banking,

101 East 23<sup>rd</sup> Street,

Panama City, Florida 32405-4501

The security of the Codes depends on Client's maintaining the security of the Codes and limiting access to the Service to Client's authorized personnel. Anything that permits any other party, besides Bank and Client's authorized personnel, to learn the Codes and enables the outside party to input information on the Service destroys the safeguard of the Codes and the protection of the Service. Client acknowledges and agrees that it has sole responsibility for the security of the Codes and access to the Service, and agrees to hold Bank harmless for complying with all instructions received from Client through the Service.

You will be asked to change your password upon the first access to the Service.

USE OF A PASSWORD BY YOU OR BY ANY OTHER PERSON WITH YOUR AUTHORIZATION SHALL BE CONSIDERED THE SAME AS YOUR WRITTEN SIGNATURE AUTHORIZING US TO COMPLETE ANY TRANSACTION OR REQUEST COMMUNICATED THROUGH THE SERVICE.

If the confidentiality of a password is compromised, you are responsible for changing the password so as to deny access to the Service. If you furnish a user ID and password to another person, you are liable for all subsequent transactions. You agree that these security procedures are commercially reasonable and are designed to authenticate your transactions.

1. **Client Accounts, Affiliated Company Accounts and Consumer Accounts**



Client will have access through the Service to the accounts Client identifies to Bank on the Business Registration Form (or as identified in accordance with other procedures specified by Bank) as accounts to be accessed through the Service (“Identified Accounts”). The Identified Accounts may consist of accounts owned by more than one person or entity.

Client may, in accordance with procedures Bank specifies, request that an affiliate of Client (“Client Affiliate”) be added to the Service in order to provide Client and Client Affiliate access to accounts owned by Client or Client Affiliate. Any such Client Affiliate will be required to become a party to this Agreement and execute such agreements and authorizations and other documentation specified by Bank. For purposes of this Agreement, each Client Affiliate will be deemed a “Client” and, accordingly, all references to “Client” in this Agreement will be deemed to collectively refer to Client and Client Affiliate. Also, for purposes of this Agreement, all accounts identified by each Client Affiliate will be deemed “Identified Accounts.”

Client acknowledges that each user of the Service will have the ability to obtain information concerning Client and the Identified Accounts and to issue payment, withdrawal and transfer instructions, and to otherwise conduct transactions affecting the Identified Accounts, subject to the terms of this Agreement. Client agrees and acknowledges that users of the Service may include persons other than Client’s employees, officers, directors, owners or other affiliates. If Client has requested access to a consumer (non-business) account on the Service, Client acknowledges that a copy of the First National Bank Northwest Florida – Terms and Conditions Agreement & Electronic Funds Transfer Disclosure has been delivered to each consumer who has such an account listed. Client may amend the accounts listed as Identified Accounts by submitting to Bank an amendment request in accordance with procedures specified by Bank.

#### 1. Amendments

Client agrees that Bank may amend this Agreement at any time upon ten (10) days prior written notice to Client. Any such amendment shall become effective after such ten (10) day period, unless Client terminates this Agreement prior to such effective date.

#### 1. Transactions

##### **Transfers.**

Client agrees to be bound by, and settle for all transfer requests, and the information contained therein, received through the Service. Client agrees to maintain sufficient available funds in the

account to be debited at the time a transfer request is made until settlement. Client authorizes Bank to charge the designated account for the transfer request. Client agrees that Bank has the right to charge any other accounts maintained by Client with Bank or any affiliate of Bank that are not designated as authorized accounts if Bank accepts the transfer request and the designated account does not have a sufficient available balance. If Client requests a funds transfer and identifies an account or a person by account number, or by name and account number, Client agrees that payment of the transfer shall be made on the basis of the account number, even if the account number provided identifies a person different from the intended recipient.

### **Internal Transfers.**

If Client has selected internal transfer ability, Client will have the ability to transfer funds: (1) between checking and savings accounts, and (2) to loan accounts, maintained with Bank for which Client has selected such internal transfer ability ("Internal Transfers"). For Internal Transfers to be processed on the business day of the request, the request must be sent to Bank through the Service no later than 5:00 p.m. CT. If the request is sent to Bank after the deadline, Bank will process the request the following business day, unless funds are not available. Your ability to initiate Internal Transfers between accounts may be limited by federal law or by the terms of your general account agreement with us (i.e., the Terms and Conditions account agreement governing your accounts).

Internal Transfers from deposit accounts that are Savings or Money Market Deposit Accounts are limited as required by federal regulation to no more than six (6) pre-authorized transfers in any specified period. The specified period for Savings and Money Market Deposit Accounts is the calendar month. Internal Transfers utilizing the Service are considered pre-authorized transfers and must comply with the six (6) per month limitation. Your account must have sufficient funds in order for transfers to be completed. You cannot post-date a transfer.

### **Bill Payment.**

If Client has activated the Bill Pay feature, funds will be taken out of the account designated on the "effective date" as indicated by Client. For Bill Pay transactions to be processed on the same business day as the request, the request must be sent to Bank through the Service no later than 12:00 p.m. CT (NOON). If the request is sent to Bank after the deadline, Bank will process the request the following business day, unless funds are not available. Your account must have sufficient available funds in order for Bill Pay transactions to be completed. If a Bill Payment transaction is not processed because there are not sufficient available funds in the account, Bank is not responsible for the failure of this transaction.

You must allow sufficient time for the payee to receive the bill payment before the due date the payee provides you. If you do not allow sufficient time for a bill payment, you assume full responsibility for all late fees, finance charges and any other actions initiated by the payee against you. In many cases, bill payments are electronically delivered to the payee, and are typically received within two (2) business days after the "effective date." However, some payees do not accept electronic payments; therefore, a check will be mailed, which may typically take five to seven (5-7) business days after the "effective date" to process and deliver. Note: In order for your bill payment feature to remain in an active status, you must pay a bill at least once every two (2) months.

**BANK IS RESPONSIBLE ONLY FOR EXERCISING REASONABLE AND ORDINARY CARE IN MAKING BILL PAYMENTS UPON YOUR AUTHORIZATION AND FOR SENDING OR MAILING A BILL PAYMENT TO THE DESIGNATED PAYEE BASED ON THE CIRCUMSTANCES AS ABOVE OUTLINED. THE BANK IS NOT LIABLE IN ANY WAY FOR DAMAGES YOU INCUR IF:**

- **THERE ARE NOT SUFFICIENT AVAILABLE FUNDS IN YOUR ACCOUNT(S) TO MAKE THE BILL PAYMENTS OR TRANSFERS;**
- **THE ESTIMATED TIME OF DELIVERY TO THE PAYEE IS INACCURATE;**
- **THERE ARE DELAYS IN MAIL DELIVERY;**
- **THERE ARE PAYEE CHANGES OF ADDRESS OR ACCOUNT NUMBER;**
- **THE PAYEE FAILS TO APPLY THE PAYMENT IN A TIMELY MANNER;**
- **CIRCUMSTANCES OCCUR WHICH ARE BEYOND BANK'S REASONABLE CONTROL OR ANY CIRCUMSTANCE IF ATTRIBUTABLE, IN WHOLE OR IN PART, TO YOU OR TO THIRD PARTIES.**

#### 1. Other Features

#### **E-Documents.**

The delivery of E-Documents, which is the electronic delivery of e-notices, e-statements and any notices, disclosures, promotional materials, newsletters and other such items regarding your products and services, which normally may be included with the paper versions of your documents, through your Online Banking Service. Once you consent and agree to the terms and conditions contained in the agreement, which is available via the Online Banking Service, you are able to receive the electronic delivery of certain E-Documents for eligible accounts, as may be determined by the Bank in its sole discretion from time to time, allowing you to replace your mailed (paper) documents with an electronic version (PDF) you can view, save to your computer or print at your convenience. You will also have the option to receive check images with your electronic statement. The *First National Bank Northwest Florida Consent to Use of Electronic Communication and Electronic Signatures* is available through the Online Banking Service and details all information as it pertains to this feature of the Banking Service.

1. **General**

**Notices.**

Except where this Agreement specifically authorizes telephone notice, all notices under this Agreement shall be written, and shall be delivered in person, by United States mail, or via e-mail. Notice shall be deemed to be given at the time of hand delivery or at the time e-mail is sent or three (3) calendar days after the date on which it is post-marked if delivered via U.S. Mail. All notices to Client shall be delivered to any mailing address or e-mail address that Client provides Bank.

Notices to Bank may be sent by electronic mail by clicking the Message button within online banking or mailed to the following address:

First National Bank Northwest Florida

Attn: Online Banking,

101 East 23<sup>rd</sup> Street,

Panama City, Florida 32405-4501

**Headings.**

The headings used in this Agreement are for convenience only and will not be used in construing the provisions hereof.

**Entire Agreement.**

Your use of the Online Banking Service is subject to this Agreement and to the following, all of which are considered part of this Agreement:

- The *First National Bank Northwest Florida Mobile Banking Services End User Agreement*;
- The *First National Bank Northwest Florida Mobile Deposit User Agreement*;
- The *First National Bank Northwest Florida Remote Account Transfer Service Agreement*;
- The *First National Bank Northwest Florida SMS Text Message Alert System Agreement*;
- The *First National Bank Northwest Florida Consent to Use of Electronic Communications and Electronic Signatures*,
- The Terms and Conditions of Use for the FNBNWFL website, [www.fnbnwfl.bank](http://www.fnbnwfl.bank) (the "Website");
- The terms or instructions appearing on the Website and elsewhere when enrolling for, activating, accessing, or using the Mobile Banking Service;
- FNBNWFL's rules, procedures and policies, as amended from time to time, that apply to the Mobile Banking Service or any Eligible Account;
- Current rules and regulations, if any, of any funds transfer system or payment system used in connection with an Eligible Account; and
- State and federal laws and regulations, as applicable.

In addition, each Eligible Account will continue to be subject to any separate agreement applicable to such Eligible Account, including, but not limited to, the FNBNWFL Account Agreement and Disclosures (i.e. the Terms and Conditions account agreement governing your account(s)), applicable Fee Schedule, Cash Management, ACH or Wire Transfer Agreement, Consumer or Business Electronic Fund Transfer Agreement and Disclosures, as applicable, Consumer or Business Funds Availability Agreement and Disclosures, as applicable, and any amendments thereto. If this Agreement conflicts with a separate agreement to which an Eligible Account is subject, this Agreement will control and take precedence unless this Agreement expressly states otherwise.

### **Assignment.**

This Agreement will inure to the benefit of and be binding upon both parties, their successors and assigns. Client may not assign this Agreement without the prior written consent of Bank. Nothing in this Agreement limits or restricts the right of Bank to effect an assignment of this Agreement in any manner, including, but not limited to, assignment by merger, reorganization, sale of corporate assets or other corporate change.

### **Governing Law; Jurisdiction and Attorneys' Fees.**

Except as governed by federal law, regulation, rule or government policy and applicable funds transfer rules, as varied by this Agreement, this Agreement is subject to, and shall be governed by and interpreted in accordance with, the laws of the State of Florida, without regard to such state's rules regarding conflict of laws and without regard to your state of residence. The venue for all litigation relating directly or indirectly to this Agreement shall be in a court of appropriate jurisdiction in Panama City, Florida. The successful party in any such action will be entitled to recover from the unsuccessful party, in addition to any other relief to which it may be entitled, reasonable attorney's fees (which may be or include the allocable cost of in-house counsel), and costs incurred by it in

prosecuting or defending such action, which will be included as a part of any judgment rendered in such action.

### **Severability; No Waiver.**

If any provision of this Agreement, or part of a provision, is held to be invalid, illegal, void or unenforceable, the remainder of this Agreement, or other parts of such provision, will not be affected thereby. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future rule, statute, regulation, or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such rule, statute, regulation or policy, and Bank shall incur no liability to Client as a result of such violation or amendment. If on any occasion Bank fails to enforce any of its rights hereunder, such failure shall not be deemed a waiver of said rights on any other occasion.

### **1. Fees and Charges; Minimum Balances; Bank Right of Hold and Setoff**

Client agrees to pay Bank the fees ("Fees") specified in the First National Bank Northwest Florida Pricing Schedule for Business Clients, attached hereto and incorporated into this Agreement by this reference as Exhibit B. Bank may amend Fees, from time to time, upon ten (10) days prior written notice to Client. Bank is authorized to debit Fees from any account maintained by Client with Bank or any affiliate of Bank. In addition, Bank may use any other remedies to which Bank may be entitled, including, but not limited to, the right to terminate this Agreement. In addition to such Fees, Client will pay all sales, use, or other taxes applicable to this Agreement or to the Service, excluding taxes based on the net income of Bank. Client will also be responsible for the costs of any communication lines or any data processing or services payable to third parties. Bank may in its sole discretion require a minimum balance to be maintained in any account maintained by Client with Bank or any affiliate of Bank, in such amount as determined, from time to time, by Bank. Client agrees that Bank may, in its sole discretion, debit or place a hold on funds in any account (whether general or special, individual or joint, business or personal) maintained by Client with Bank or any affiliate of Bank, for payment of any obligation (whether direct or indirect, absolute or contingent, due or to become due) of Client under this Agreement, and that Bank may setoff against any amount it owes to Client, in order to obtain payment of Client's obligations under this Agreement.

### **1. Term and Termination**

This Agreement will remain in effect until terminated by either party. Except as otherwise provided herein, either party may terminate this Agreement and any service provided hereunder, at any time upon giving at least ten (10) days prior written notice of termination to the other party. In addition to

any accrued Fees owing on the date of termination, Client shall pay Bank the Fees for any transactions that occur after termination should any transactions have been scheduled prior to the date of termination. The terms, provisions, representations and warranties contained in this Agreement which by their sense and context are intended to survive the performance hereunder, including but not limited to Paragraph C (Representations and Warranties), Paragraph F (Liability of Bank), Paragraph G (Indemnification), Paragraph M (General), and Paragraph N (Fees and Charges; Minimum Balances; Bank Right of Hold and Setoff) this Paragraph O (Term and Termination), shall survive the completion of performance and termination of this Agreement. Bank may terminate your Service privileges without notice to you if you do not pay any Fee(s).