

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, 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 23rd 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 23rd 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. 23rd St., Panama City, FL 32405

E-Statement Terms & Conditions

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. 23rd 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.