

FIRST NATIONAL BANK NORTHWEST FLORIDA

MOBILE BANKING SERVICES END USER AGREEMENT

Effective September 1, 2017

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.fnbwfl.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 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. FBNWFL 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 FBNWFL 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 FBNWFL 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 FBNWFL

You may use the Mobile Banking Service to transfer funds between Eligible Accounts with FBNWFL. 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 FBNWFL 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** FBNWFL 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 FNBNWFL for deposit into an Eligible Account for collection thereafter by FNBNWFL. 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. FNBNWFL 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, FNBNWFL may in its sole discretion accept or refuse the deposit. If at any time FNBNWFL accepts a Mobile Deposit that exceeds your Deposit Limits, FNBNWFL is under no obligation to do so in the future. FNBNWFL may at any time in its sole discretion raise or lower your Deposit Limits without notice.

Deposit Processing. Generally, a Mobile Deposit received by FNBNWFL 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 FNBNWFL 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. FNBNWFL 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@fnbnwfl.bank.

11. PAYMENT TO A FNBNWFL LOAN ACCOUNT

You may use the Mobile Banking Service to make a payment to your FNBNWFL loan account using the downloaded First National mobile application. You may make a payment to the loan account from your FNBNWFL 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 FNBNWFL, 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 FNBNWFL, 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.