

First National Bank Northwest Florida Quick Balance Agreement & Disclosure

Agreement – This Agreement is a contract which establishes the rules which cover your quick balance access (quickly see your account balances without logging in on your mobile device) to your accounts at First National Bank Northwest Florida through your mobile device. By using the System, you accept all the terms and conditions of this Agreement. Please read it carefully.

This Agreement is also subject to applicable federal laws and the laws of the State of Florida (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (expressed or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach.

You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement. This Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions – As used in this Agreement, the words “we”, “our”, “us” and “Bank” mean First National Bank Northwest Florida. “You” and “your” refer to the accountholder authorized by the Bank to use the System under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through the System. “Account” or “accounts” means your accounts at the Bank. “System Services” means the services provided pursuant to this Agreement, including the Bill Payment Service. “Business days” means Monday through Friday. Holidays are not included.

Access – To use the System, you must have at least one deposit account at the Bank, access to Internet service, and a mobile device. Once we have received your signed Enrollment Form and verified your account information, we will send you an email confirmation of our acceptance of your enrollment. The System can be used to access only the Bank accounts which you have designated for access by the System in your Enrollment Form. You can add or delete any of your Bank accounts to/from this Agreement by completing a new Enrollment Form or contacting the Bank. Access to your accounts through the System will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

System Services – You can use the System to check the balance on your Bank accounts. One Quick Balance per device. First National Bank Northwest Florida is not responsible for the data costs. First National Bank Northwest Florida is not responsible for unauthorized access to balances through Quick Balance.

Agreement to Use Electronic Signatures

By checking the “I agree” button below you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

Hardware, Software and Operating System

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a tablet, or smart phone to use this Service. You must have a device that uses a mobile phone/tablet application developed for this Service if your mobile phone/tablet supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. You should consider using a lock screen to secure your mobile device. First National Bank Northwest Florida is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. First National Bank Northwest Florida is also not responsible for viruses or related problems associated with use of these online systems.