

LEGACY ONLINE SERVICE AGREEMENT

I. GENERAL DESCRIPTION OF AGREEMENT

A. What the Legacy Online Service Agreement Covers

The Legacy Online Service Agreement (“Agreement”) between you and Legacy Bank of Florida (the "Bank") governs the use of Legacy Online Banking (Legacy Online). These online services permit Legacy Bank clients (consumers, sole proprietors, and other business customers) to perform a number of banking functions on accounts linked to the online service through the use of a personal computer or mobile device.

The purpose of this Agreement is to inform you of your rights under Regulation E and the Electronic Fund Transfer Act, if applicable, as well as the features, functionality and appropriate uses of Legacy Online services.

B. Accepting the Agreement

When you use any of the Legacy Online services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement.

C. Relation to Other Agreements

Your use of the Legacy Online services may also be affected by the agreements between us for your deposit, loan, and other linked accounts. When you link an account to Legacy Online services, you do not change the agreements you already have with us for that account. For example, when you use Legacy Online services to access a line of credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the line of credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions, which might impact your use of an account with Legacy Online services.

If a discrepancy or inconsistency is determined to exist between the terms of this Agreement and terms of your other agreements with us, then this Agreement shall control with respect to the Legacy Online services, but only to the extent necessary to address the discrepancy or inconsistency.

D. Limitation of Service

We have the right to revoke or refuse access to, or terminate Legacy Online services at any time, without cause or notice. If we do, you understand that any scheduled transactions will not be made. You will be denied the use of Legacy Online services if you do not enter the correct logon information. There is a limit on the number of failed logon attempts and your access to Legacy Online will be suspended if you exceed these limits. In addition, if you do not log in to Legacy Online for a period of 6 months your Legacy Online access will be suspended. You may contact your Legacy Bank branch for instructions on re-activating your access.

E. Electronic Communication

As provided more fully in the Electronic Disclosure and Consent, which you agreed to concurrently with your enrollment in Legacy Online, you agree to receive this Agreement and any and all disclosures or notices required by applicable law or regulation, and all other communication electronically to the email address you designate. You also agree that we may respond to any

communication you send to us with an electronic communication regardless of whether your original communication to us was in an electronic communication.

II. LEGACY ONLINE SERVICES

A. Legacy Online for Consumers and Businesses:

To use Legacy Online you must have:

- An Internet access device with service through an Internet service provider
- Supported Internet Browser
- An Online Access ID and Online Password

(Refer to Section VII of this Agreement for a listing of hardware and software requirements)

To use Legacy Online through a mobile device, you must have:

- Either an iPhone running iOS 6.0 or greater or a smart phone running Android 2.3 or greater
- Downloaded our mobile application
- Logged into Legacy Online using a personal computer before using our mobile banking application

You may use Legacy Online to:

- View current balance information for your linked Legacy Bank checking and money market deposit accounts, CD and IRA accounts, as well as lines of credit, or other types of loans.
- View account statements for up to 12 months (after initial sign up to Legacy Online) for your linked Legacy Bank checking or money market deposit accounts.
- Review transactions for up to 24 months (after initial sign up to Legacy Online) for your linked Legacy Bank checking or money market deposit accounts.
- Transfer funds to your linked Legacy Bank checking or money market deposit accounts from your linked Legacy Bank checking or money market deposit accounts.
- Transfer funds as a payment to your linked Legacy Bank line of credit, installment loan or other loan from your linked Legacy Bank checking or money market deposit account.
- Schedule future-dated or recurring transfers to your linked Legacy Bank checking or money market deposit accounts from your linked Legacy Bank checking or money market deposit accounts.

Some of the above services may not be available on all accounts.

Note: If you access Legacy Online through Personal Financial Management (PFM) software (i.e. Quicken, QuickBooks, Microsoft Money, etc.) or another indirect service, all of the features of Legacy Online may not be available. To access all of the features and services offered by Legacy Online, sign on directly through our web site at www.legacybankfl.com.

B. Bill Payment Service

If you choose to add the optional Bill Payment Service, provided through CheckFree, in addition to the Legacy Online features listed above you may also:

- Make one-time or recurring payments online from your eligible linked checking accounts to companies or individuals (Payees) you select.

- Use the e-Bills feature to:
 - Receive bills from participating Payees.
 - View Payee bill summary and bill detail information.

In addition to this Agreement, if you choose to use the Bill Payment Service you will be prompted to agree to the Bill Payment Terms of Service upon enrollment. The Bill Payment Service is not available with Heritage Money Market, Commercial Money Market, Legacy Money Market and IOLTA accounts.

C. External Transfer Service

If you choose to use the External Transfer Service in addition to the Legacy Online features listed above you may also:

- Transfer funds between your linked Legacy Bank checking or money market accounts and accounts in your name at other U.S. financial institutions.
- Transfer funds from accounts in your name at other U.S. financial institutions as payment to your linked Legacy Bank loan.

III. DESCRIPTION OF SERVICES

A. Internal Transfers: Processing of Transfer Requests Between Your Legacy Bank Accounts

- Transfers can be made to your linked Legacy Bank checking and money market deposit accounts from your linked Legacy Bank checking and money market deposit accounts.
- Transfers can be made as payments to your linked Legacy Bank line of credit, installment loan, or other loan account from your linked Legacy Bank checking and money market deposit accounts.
- The completion of a transfer is subject to the availability of sufficient funds at time of final processing. If you do not have enough available funds, you may incur a fee for paying or returning your overdraft. Please refer to the applicable deposit account agreement and fee schedule for details.
- Transfers may be scheduled for the same day or a date in the future. Transfers entered before the cut-off time of 4:30 p.m. Eastern Time (ET) on a bank business day are processed on that bank business day. Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day. Scheduled transfers will occur on the day you specify as the transfer date. Same day transfers submitted from a Legacy Bank deposit account (checking or money market) or line of credit are immediately reflected in your available balance for that account. All transfers from a deposit account are reflected on your statement with the business date/day they were processed.

B. Bill Payment Service

- Payments can be scheduled from Legacy Bank checking accounts **excluding** Heritage Money Market, Commercial Money Market, Legacy Money Market and IOLTA accounts.
- Payments can be entered as a one-time transaction up to a year in advance or as recurring transactions.
- Scheduled recurring payments that fall on a weekend or a non-bank business day will be processed on the prior bank business day.
- Payments you make through Legacy Online using Bill Pay are processed in one of three ways:
 - *Electronic Transmission*: Most payments are made by electronic transmission.
 - *Consolidated Check*: These payments are made with a check to your designated Payee. When more than one customer schedules a payment to the same Payee (i.e. Water Department) on the same date (a frequent occurrence), CheckFree may originate an electronic debit to your account and issue a consolidated check to the Payee, with an accompanying paper list which includes each customer by name, their account number to be credited and the amount of their payment.
 - *Draft Check*: these payments are made with a check drawn off your Legacy Bank account. CheckFree will issue a check from your Legacy Bank account to the Payee. If a draft check is issued the account will be debited when the Payee processes the check and the check clears your account.
- Scheduling Bill Payments
 - When you enter a payment, enter the date that you want the payment to be processed. The payment amount will be debited from the account that you designate in one of two ways: if the payment is to be made electronically the amount will be debited on the scheduled payment date. If a check is issued, the amount will be debited when the check actually clears your account.
 - To assure sufficient time for Payees to receive and process the payment, you should allow at least 5 business days between the business date you schedule for the payment to be initiated and the payment due date. Legacy Bank will not be responsible for any late fees, finance charges, or other action taken by the Payee.

Refer to your Bill Payment Terms of Service for additional information.

C. External Transfers: Processing of Transfer Requests between Your Legacy Bank Accounts and Accounts in your Name at Other Financial Institutions.

- Transfers can be made to or from your linked Legacy Bank checking or money market accounts and accounts in your name at other U.S. financial institutions.
- Transfers can be made from accounts in your name at other U.S. financial institutions as payment to your linked Legacy Bank loan.
- Schedule one-time or recurring transfers between your linked Legacy Bank checking or money market accounts and accounts in your name at other U.S. financial institutions.
- Transfers will be processed in up to three bank business days. Funds will be debited from your Legacy Bank account on the business day you direct us to initiate processing the transfer and

will typically be credited to the account in your name at the other U.S. financial institution in one to three business days after the transfer is initiated.

IV. OTHER TERMS AND CONDITIONS

A. Monthly Service Charges

- *Legacy Online Service.* There is no monthly service charge for accessing your linked account with the Legacy Online service.
- *Legacy Online with Bill Pay Service:* There is no monthly service charge for paying and receiving bills via Legacy Online. Charges may apply if you use the expedited payment option.
- *Legacy Online with External Transfer Service:* There is no monthly service charge for External Transfer Service through Legacy Online. Refer to Section VI. C. for incoming and outgoing external transfer activity fees.

B. Other Charges

Please refer to our Schedule of Fees for a complete listing of Legacy Bank fees and charges. You should note that depending on how you access Legacy Online, you might incur charges for:

- Normal account fees and service charges.
- Any Internet Service Provider fees or wireless carrier fees.
- Purchase of software programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Legacy Online services from a money market account may result in an excess transaction fee. See the Your Deposit Account disclosure for details.
- A fee for paying or returning overdrafts may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.

C. Service Hours

Legacy Online services are available 365 days per year and 24 hours per day, except during system maintenance and upgrades. When this occurs, a message should be displayed on-line when you sign on to Legacy Online.

D. Business Days

For Legacy Online services, our business days are Monday through Friday, excluding bank holidays. To have an internal transfer processed on the same business day, we must receive your instructions before the cut-off time specified in Section III, paragraph A. Refer to Section VI.B. for external transfer cut-off times.

E. Termination of Your Legacy Online Service

Your Legacy Online services remain in effect until they are terminated by you or Legacy Bank. You may cancel your services at any time by notifying us of your intent to cancel in writing, through Legacy Online secure email, or by calling Legacy Bank at 561-544-8400. This cancellation applies to your Legacy Online services and does not terminate your Legacy Bank accounts. You may terminate any of the supplemental services without terminating this Agreement as long as you do not cancel Legacy Online.

Upon termination of Legacy Online by either you or Legacy Bank, we reserve the right to make no further payments or transfers from your accounts pursuant to this Agreement, including payments or transfers you have previously authorized. We recommend that you cancel any scheduled payments or

transfers prior to notifying us that you are discontinuing the service. If you terminate your Legacy Online services, you authorize the Bank to continue making payments or transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice.

We may terminate your use of Legacy Online services, in whole or in part, at any time and for any reason without prior notice. We will try to notify you in advance, but are not obligated to do so. Your access to Legacy Online will be terminated automatically if your linked account is closed, or access to your linked account is restricted, for any reason.

Termination will not affect your liability or obligation under this Agreement for transactions we have processed on your behalf.

F. Joint Accounts

When your Legacy Online service is linked to one or more joint accounts, we may act on the verbal, written, or electronic instructions of any authorized signer regarding your service. Each person on a joint account will be liable for all transactions that are made on that account by all other joint account holders of the account. It is your responsibility to notify us if a signer should no longer be given access to the joint account through the Legacy Online services. Notices sent to the address of one account owner are binding on all account owners.

G. Amendments or Changes to Agreement

We reserve the right, from time to time, to amend, add or delete the terms this Agreement or change the features or services offered by Legacy Online, in our sole discretion. In instances where such changes will have an adverse impact upon you or we are otherwise required by applicable law or regulation, we will send you written or electronic notice about the change at least thirty (30) calendar days prior to the effective date of any such change. If however, the change is made for security purposes, the change will be implemented without any notice to you. If any such required advance notice is returned to us as undeliverable because of a change in your address which you have not notified us about in writing or any other reason which is not our fault, the changes described in that notice are still binding on you.

If you do not agree to the changes, you may terminate this Agreement in accordance with the terms of the Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain or use Legacy Online services after the date on which the changes became effective.

H. Transfer Limitations from Money Market Deposit and Savings Accounts

Federal regulations limit the number of certain electronic fund transfers – including Legacy Online service transactions – from both personal and business money market deposit accounts and savings accounts. Transfers from money market deposit accounts to another account or to third parties by preauthorized, automatic, telephone or computer transfer or by check or similar order to third parties are limited to six (6) per monthly statement cycle. Each transfer or payment through Legacy Online services from your money market deposit account is counted as one of the six (6) limited transfers you are permitted each statement period. These payments and transfers are added together with transfers you make outside of the service, such as telephone transfers, check and point of sale transactions, for calculating the six transfer limitation. (For information on these limitations, including fees for exceeding transaction limits on money market accounts, see the Your Deposit Account disclosures.)

I. Transfers/Payment Authorizations and Sufficient Available Funds

- You authorize Legacy Bank to withdraw, debit or charge the necessary funds from your Legacy Bank Accounts and any accounts in your name at another financial institution (Third-party Accounts) in order to complete all of your designated transfers and payments.
- You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal.
- The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted, if enough funds to complete the transfer or payment are not available, we may either i) complete the transaction and overdraw the account or ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft or similar fee. If you schedule a transfer from a Third-party Account maintained at another financial institution and there are insufficient funds in that account, you may be charged a fee by that financial institution.
- At our option, we may make a further attempt to process the transfer request.
- Legacy Bank is under no obligation to inform you if it does not complete a transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the transfer or payment within Legacy Online,

J. Disclosure of Account Information

We may disclose information to third parties about you or your transactions in the following instances:

- When it's necessary for completing transfers or bill payments, or to investigate or resolve a problem related to a transfer or payment
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with a government agency or court orders, or in connection with fraud prevention or an investigation
- If you give us your permission

For more information about our privacy practices and a link to our Privacy Policy go to our website at <https://legacybankfl.com/privacy>.

K. Reporting Unauthorized Transactions

Call us at 561-544-8400 (or your Legacy Bank branch) during regular banking hours. You may also write us at:

Legacy Bank of Florida
2300 Glades Road, Suite 140 West
Boca Raton, FL 33431

V. ADDITIONAL PROVISIONS

A. Electronic Fund Transfers Disclosures

This Agreement supplements other Electronic Fund Transfer disclosures that you received at the time you opened your deposit account with us and any subsequent updates to those disclosures. Please refer to Your Deposit Account Agreement for additional information regarding "Electronic Fund

Transfers – Your Rights and Responsibilities”. Copies of these disclosures are available at any Legacy Bank location.

In Case of Errors or Questions About your Electronic Transactions

Call us at 561-544-8400 (or your Legacy Bank branch) during regular banking hours. You may also write us at:

Legacy Bank of Florida
2300 Glades Road, Suite 140 West
Boca Raton, FL 33431

Contact us **immediately** if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Legacy Online Password
- Someone has transferred or may transfer money from your account without your permission
- Bill payment transactions have been made without your permission

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require you to send us your complaint or question in writing or via email within ten (10) business days. When you contact us, please provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The name of the Payee if the transaction in question is a payment
- A description of the transaction about which you are unsure

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 business days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your letter in 10 business days, we reserve the right not to provisionally credit your account.

If we conclude there was no error, we will send you a written explanation within three (3) business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

Your Liability for Online Banking Transactions

Tell us AT ONCE if you believe your Legacy Online Access ID or Password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us IMMEDIATELY at 561-544-8400. The unauthorized use of your Legacy Online services could cause you to lose all of your money in your accounts (including the balance in your overdraft protection account or maximum overdraft line of credit).

If you tell us within two (2) business days after you discover your Access ID or Password has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your Access ID or Password if you had told us, you could be liable for as much as \$500.00.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction has been mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Legacy Online Access ID and Password, you are authorizing that person to use your Legacy Online service, and you are responsible for all transactions that person performs while using your online service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Legacy Online session and close your browser to ensure confidentiality.

Our Liability for Failure to Complete Transactions

If we do not complete a transaction 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 and damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you don't have enough available funds in your account to cover the transaction or transfer
- If a legal order directs us to prohibit withdrawals from the account
- If your account has been frozen
- If Legacy Online services weren't working properly, and you knew about the malfunction when you started the transaction or transfer
- If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer, despite reasonable precautions we've taken
- If there are postal delays or processing delays by the Payee
- There may be other exceptions not specifically mentioned

Note: The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

Preauthorized Payments

If you have told us in advance to make recurring transfers from your accounts, you can stop any of these payments by contacting us at least three (3) business days before the transfer is scheduled by calling us at 561-544-8400 (or your Legacy Bank branch) during regular banking hours. You may also write us at:

Legacy Bank of Florida
2300 Glades Road, Suite 140 West
Boca Raton, FL 33431

If you contact us by phone, we may also require the request to be confirmed in writing and received by us within fourteen (14) days after you contact us by phone. You must tell us the exact amount of the payment you have stopped as well as other identifying information which we will request.

B. Acknowledgement of Reasonable Security Procedures

By using Legacy Online, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

Internet Security

Access IDs and Passwords - One of the main security features protecting the Legacy Online service is the unique combination of your Access Identification Code (Access ID) and Password. During the enrollment process, you will be asked to select a unique Access ID, and then choose a Password that will be used to gain access to the service. You determine your own Access ID and Password, which is encrypted in our database. Neither the Bank nor its Service Providers have access to your Password information. Legacy Online service will automatically deactivate your account after three unsuccessful login attempts within a 24-hour time frame. You may reset your Password online or you may contact the Bank for assistance.

NEITHER THIS INSTITUTION NOR ITS SERVICE PROVIDERS WILL CONTACT YOU VIA TELEPHONE OR EMAIL REQUESTING PERSONAL INFORMATION, YOUR ACCESS ID, OR YOUR PASSWORD. IF YOU ARE CONTACTED BY ANYONE REQUESTING THIS INFORMATION, PLEASE CONTACT US IMMEDIATELY.

Access ID and Password Criteria

The Legacy Online Access ID must be a minimum of 6 characters which can be alpha, numeric or a combination thereof. The Password must be at least 8 characters and contain at least 1 uppercase and 1 lowercase letter and 1 number. Special characters are optional but recommended to create a stronger Password. Passwords expire every 3 months.

Because your Password is used to access your accounts, you should treat it as you would any other sensitive personal data.

- You should carefully select a Password that is hard to guess.
- You should not use words based on your name, address or other personal information.
- A special character should be used to increase security.
- Keep your Password safe.
- Memorize your Password and do **NOT** write it down.
- You should also change your Password occasionally (you will be required to change your Password every 3 months).
- A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from the “Options” menu after you log into Legacy Online.

Your Password Responsibilities

When you accept the terms and conditions of this Agreement, you agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for all transfers and Bill Payments you authorize using Legacy Online. If you permit other persons to use Legacy Online, your Password, or other means to access your account, you are responsible for any transactions they authorize.

If you believe that your Password or other means to access your account has been lost or stolen or that someone may attempt to use Legacy Online without your consent or has transferred money without your permission, you must notify us at once by calling 561-544-8400 during customer service hours. You can also contact your Legacy Bank branch.

IF YOU OR YOUR AUTHORIZED USERS DISCLOSE YOUR PASSWORD TO ANYONE, AND/OR IF YOU ALLOW SOMEONE TO USE YOUR PASSWORD TO ACCESS YOUR ACCOUNTS, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM (E.G., SUCH AS WHEN YOU PROVIDE THIS INFORMATION TO A JOINT ACCOUNT HOLDER, AN EMPLOYEE, AND/OR AN AGGREGATION SERVICE PROVIDER).

Additional Security Guidelines:

- All Authorized Users should sign-off after every Legacy Online session; however, online sessions will automatically end after ten (10) minutes of inactivity. This is to protect you in case you accidentally leave your computer unattended after you log-in.
- The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing Legacy Online on a public computer.
- Routinely scan your computer, servers, and electronic media using reliable virus detection and anti-spyware products. Undetected or un-repaired viruses or spyware may affect the performance of your computer, corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit sensitive data to another third party or transmit a virus to other computers.
- Use a firewall product (hardware and/or software).
- Keep your computer's operating system and browser fully patched for critical security issues. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

In addition to the security features described above, there may be other security related notices posted on our website or within Legacy Online from time-to-time. It is your responsibility to read all security notices.

Additional Provision Applicable to Business Accounts

Protecting Your Access ID and Password - You agree that we may send notices and other communications, including Password confirmations, to the current address shown in our records whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that the Bank will not be responsible or liable to you in any way if

information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your Access ID and Password secure and strictly confidential providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your Password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new Password if you believe your Password may have become known to an unauthorized person. **Legacy Bank will have no liability to you for any unauthorized payment or transfer made using your Access ID and Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.** We may suspend or cancel your Password even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

C. Limitation of Liability

The Bank shall have no liability under this Agreement, unless it shall act with gross negligence or willful misconduct. Without limiting the foregoing, the Bank shall not be liable to you in any way for: (i) delays in acting, which are not caused by the Bank's own gross negligence or willful misconduct; (ii) mistakes, errors, or omissions of any kind relating to inquiries, instructions, messages or transactions initiated by you through Legacy Online, which are not caused by the Bank's own gross negligence or willful misconduct; (iii) use by persons (whether Authorized Representatives or unauthorized personnel inside or outside your organization) of the Legacy Online system to access or to attempt to access your accounts and to gain information as to your accounts; (iv) loss or damage to you caused by the Bank's failure to act, or delay in acting, if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control; or (v) any loss or damage caused to you arising out of acts or omissions of any third party, including without limitation, the manufacturer of any software necessary to access the Legacy Online, any employee of yours, courier services, or any other third party. Nonetheless, without limiting the foregoing, if you suffer any loss of interest that would have otherwise been paid by the Bank with respect to funds on deposit in an account maintained by you at the Bank, resulting from the Bank's error in executing or failing to execute a transfer in accordance with instructions provided by you to the Bank through Legacy Online, the Bank will reimburse you for the loss of such interest for a period not to exceed fourteen (14) days following your receipt of the confirmation advice or periodic account statement (whichever occurs first), provided that you have complied with this Agreement as well as with all of the instructions and requirements for using Legacy Online (as determined by the Bank in its sole discretion). Such reimbursement shall be calculated by using the rate of interest paid on the account where the funds were to be deposited.

D. Disclaimer of Warranties

The Bank has not made, and does not by this Agreement make, any representations or warranties, expressed or implied, including those of merchantability or fitness for a particular use or purpose, with respect to the Legacy Online, and the Bank hereby disclaims the same. You hereby accept Legacy Online "as is" and with no warranties or representations from the Bank.

E. Use of Legacy Online

You represent and warrant to the Bank that you will use Legacy Online only for your own personal/business use in accordance with the terms of this Agreement, any restrictions imposed upon such use by the Bank and all applicable laws and regulations.

F. Confidentiality

The Bank shall take reasonable precautions to insure that any customer information input into the Legacy Online system will remain confidential and protected from unauthorized access by third parties. There shall be a presumption that the Bank has satisfied the foregoing obligation if the Bank has adhered to its customary security procedures. Similarly, there shall be a presumption that any third party engaged by the Bank to enable it to provide you with access to the Legacy Online system shall have satisfied its obligations to maintain the confidentiality of customer information input into the Legacy Online system, if such party has adhered to its customary security procedures. The Bank shall not be liable for any breach of confidentiality, unless such breach results solely from the Bank's gross negligence or willful misconduct.

G. Indemnification

You agree to indemnify and hold the Bank harmless upon demand from any loss, cost, damages, consequences or expenses (including attorneys' fees and expenses at trial and through appellate action) caused by your mistake, omission, or failure to exercise reasonable care in using the Legacy Online system or your failure to comply with this Agreement. You also agree to indemnify and hold the Bank, and its officers, directors and employees, harmless upon demand for any loss, cost, damages, consequences or expenses (including attorneys' fees and expenses at trial and through appellate action) caused by any action brought by any third party against the Bank relating to any action taken or not taken by the Bank in connection with this Agreement, unless the Bank shall ultimately be held to have acted with gross negligence or willful misconduct. Your obligations under this paragraph shall survive the termination of this Agreement.

H. Entire Agreement

This Agreement and the terms and conditions hereof contain the entire understanding of the parties and supersede any previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof. The Bank may amend any or all of the terms of this Agreement as provided in Section IV.G. "Amendments or Changes to Agreement".

I. Severability

If any part of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

J. Non-Assignment

You may not assign this Agreement to any other party or entity without the prior written consent of the Bank. The Bank may assign this Agreement to its parent corporation or to any subsidiary or affiliate entity, if applicable, or in the event of a sale, to any entity that acquires substantially all of its assets.

K. Binding Agreement

This Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

L. Governing Law, Waiver of Jury Trial

This Agreement shall be governed by and construed under the laws of the State of Florida and the parties agree to subject themselves to the jurisdiction of the federal and state courts sitting in South Florida and hereby expressly waive any objections that they may have as to the venue of such courts. You hereby agree to the service of process by certified mail, return receipt requested.

YOU HEREBY EXPRESSLY, KNOWINGLY AND INTELLIGENTLY WAIVE YOUR RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT.

M. Captions

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

VI. EXTERNAL TRANSFER SERVICE

The following External Transfer Service Agreement (“Service Agreement”) provides the terms and conditions for you to move funds between Legacy Bank accounts (“Accounts” or “Legacy Bank Accounts”) and validated accounts in your name at another U.S. financial institution (“Third-party Accounts”). In order to provide this External Transfer Service (hereinafter “Service”) we need to verify information available about your Third-party Accounts from other financial institutions’ websites. By using this Service you authorize us to perform the verification, act as your agent to originate a funds transfer from another U.S. financial institution, ensure the funds are good, and distribute them to your Legacy Bank Account.

Special rule for new customers: If you have been a Legacy Bank deposit account customer for less than 90 days this Service will not be available to you.

A. AUTHORIZATION TO USE PERSONAL INFORMATION TO VALIDATE YOUR ACCOUNT

Right to Validate Funding Source for Funds Transfers

If you elect to move money between Legacy Bank Accounts and Third-party Accounts, you authorize us to validate your Third-party Accounts through the use of small random credits and matching debits to your Account, which you must verify. You also authorize us to verify the funding source to affect the funds transfers you request by using the External Transfer Service. You represent and warrant to us that you have the right to authorize and permit us to access your Third-party Accounts to make such funds transfers or for any other purpose authorized by this Service Agreement, and you also confirm to us that by disclosing and authorizing us to use such information you are not violating any third-party rights. You warrant and represent that the information you are providing us is true, current, correct and complete. You hereby authorize and permit us to use information provided by you to accomplish these purposes.

Right to Validate Lawful Fund Destination for Funds Transfers

In addition to obtaining a consumer report (credit report) on you as provided in Your Deposit Account Agreement, we reserve the right to obtain such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the Service in violation of any law, including, but not limited to, laws and regulations designed to prevent money laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Right to Use Content

You hereby give us a license to use and verify information, data, materials, or other content (the “Content”) you provide to us for the purpose of providing the Service, subject to the terms of our Privacy Policy.

B. TRANSFER TYPES AND LIMITATIONS

Means of Conducting Transfers

You may use your Access ID and Password to transfer funds between Third-party Accounts you have successfully registered with this Service. The types of transfers which can be made are:

- transfer from Third-party Accounts to Legacy Bank Accounts
- transfer from Legacy Bank Accounts to Third-party Accounts

You authorize us to select any means we deem suitable, including but not limited to electronic money movement, funds transfer systems, mail, courier, telecommunications, intermediary banks and organizations, or other banking channels, to provide your funds transfer instructions to the provider of the Third-party Accounts. You agree to be bound by the rules and regulations that govern the applicable means of transfer, such as CHIPS and/or NACHA operating rules.

Transfer Types

- Types of Outgoing Transfers
 - Standard (three-business-day) transfers: Funds will be debited from your Legacy Bank Account on the business day you direct us to initiate processing of the transfer, and typically will be credited to the Third-party Account on the third business day after the transfer is initiated.
 - Next-Business-Day transfers: Funds will be debited from your Legacy Bank Account on the business day you direct us to initiate processing of the transfer, and typically will be credited to the Third-party Account on the next business day after the transfer is initiated.
- Types of Incoming Transfers
 - Standard (three-business-day) transfers: Funds typically will be debited from your Third-party Account on the business day or next business day after you direct us to initiate processing of the transfer, and will be credited to your Legacy Bank Account on the third business day after the transfer is initiated.
 - Next-Business-Day transfers: Funds typically will be debited from your Third-party Account on the business day or next business day after you direct us to initiate processing of the transfer, and will be credited to your Legacy Bank Account on the next business day after the transfer is initiated.

Legacy Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner. In some cases delivery times for external transfers may take two to four business days to complete.

Limitations on Transfers

- Money market and Savings Accounts

Money market accounts are subject to transaction limitations as stated in Your Deposit Account Agreement and Section IV.H. “Transfer Limitations from Money Market Deposit and Savings Accounts” of this Legacy Online Service Agreement. In addition, the financial institutions holding your Third-party Accounts may have limitations on the total number of allowable transactions, or total funds withdrawn on a daily basis.

- Dollar Limitations

For security, risk management, or other purposes, we limit the dollar amount of transfers as shown below.

External Transaction Limits				
	Transaction	Daily	Outstanding	Monthly
Next Day Incoming Funds	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00
Next Day Outgoing Funds	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00
Standard Incoming Funds	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 10,000.00
Standard Outgoing Funds	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 10,000.00

Note: Your outstanding transfer limit is the maximum dollar amount that can be “In Process” at any given time. When you reach your Outstanding Limit you will not be able to schedule additional transfers until the “In Process” transfer(s) show a “Complete” status. At our discretion we may refuse to process any transaction that exceeds any of the above limits.

- Security Limitations

For security reasons, we may from time to time impose or modify limits or restrictions on the number, frequency and dollar amount or types of transfers or transactions that you can make using the Service. You agree to abide and be bound by all such limitations and restrictions imposed from time to time by us, and you acknowledge and agree that such limitations and restrictions are solely for the protection of our systems and assets. We will endeavor to provide you with reasonable notice of limitations and restrictions that affect your use of the Service, but we may not provide you with notice if we believe that the confidentiality of such matters is important for the security of our systems and assets. We may refuse to process any service transaction that we believe is fraudulent or puts our systems or assets at undo risk. All transfers limits are also subject to temporary reductions to protect the security of customer accounts.

- Other Limitations

Additional service limitations and restrictions may be described elsewhere in this Agreement and your ability to initiate transactions may be limited by the terms of other agreements you have with us or as described in other disclosures we have made to you, or by applicable law. Service instructional materials also may provide additional information regarding limitations and restrictions. You agree to abide and be bound by all applicable limitations.

We reserve the right to decline to conduct a funds transfer request, decline to submit funds transfer instructions or orders, and/or decline to carry out or cancel requests.

Initiating and Scheduling Transfers

- **Cut-off time:**
 - **Standard Transfers**
 - Debit post on the next ACH processing day.
 - Credit will not post until the debit has settled, typically three ACH processing days from the original transaction request.
 - The ACH processing day cut-off is 22:00 Pacific Time (add one day if after cut-off time).
 - Next-Day transfers
 - Debit and Credit post on the next ACH processing day
 - The ACH processing day cut-off is 17:00 Pacific Time (add one day if after the cut-off time).
- Incoming or outgoing transfers can be scheduled on either an immediate, one-time future-dated or a recurring basis. Processing of one-time transfers may be initiated immediately or scheduled for initiation on a future date. Recurring transfers may be scheduled for up to 1 year in advance. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$100 transfer from a Third-party Account to your Legacy Bank Account every 2 weeks.
- In addition to choosing the delivery speed, Standard or Next-Business-Day, you will be asked to pick the date that you want us to initiate the processing of the transfer. For example, if you direct us to initiate processing an outgoing transfer immediately and chose Next-Business-Day delivery, funds will be debited from your Legacy Bank Account on the business day you schedule the transfer and typically will be credited to the Third-party Account on the next business day after the transfer is initiated.
- One-time future-dated or recurring transfers scheduled for a weekend or a non-business day will be processed on the prior business day.
- When scheduling a future-dated or recurring transfer from your Third-party Account to your Legacy Bank Account all transactions will be processed with the Standard timeframe.

Canceling Transfers

- You can cancel one-time future-dated and recurring transfers prior the business day prior to processing the transfer is scheduled to be initiated. After you cancel a future-dated transfer, the status changes to “Canceled”.
- If you direct us to begin processing a transfer immediately or a transfer’s status is “In Process” or “Processed”, you no longer have the right to cancel it.

Processing Transfers and Disqualifying Events

- A transfer remains “In Process” until fully processed and it will appear as “In Process” until the close of business on the day the funds are scheduled to be credited to the Third-party Account.
- For incoming transfers, you agree we may cancel a transfer, without prior notice, upon the occurrence of a “Disqualifying Event” as defined below.

- We may change your dollar limits at any time. Any decrease will be subject to notice, as required by law, but you agree that we may reduce your limits below the amounts stated above or cancel your transfers without prior notice upon occurrence of a Disqualifying Event.
- Each of the following is a “Disqualifying Event:
 - Any of your deposit accounts with Legacy Bank are not current or are not in good standing;
 - You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Legacy Bank deposit account during the current or 3 prior calendar months.
 - You have had any prior transfer canceled, revoked, or uncompleted due to insufficient funds, revoked authorization, stopped payments, frozen account or any similar reason.
- Legacy Bank will use best efforts to provide oral, written or electronic notice to you of rejection of a transfer on the scheduled date of initiation of the transfer; provided, however, that Legacy Bank shall not be liable to you for interest compensation or its failure to give such notice.

C. ADDITIONAL PROVISIONS

External Transfer Fees

Incoming Transfers:

- Standard (Three-Business-Day) – No charge
- Next-Business-Day - \$7.00 per transfer

Outgoing Transfers:

- Standard (Three-Business-Day) - \$3.00 per transfer
- Next-Business-Day - \$7.00 per transfer

Electronic Fund Transfers Disclosures

“Electronic Fund Transfers - Your Rights and Responsibilities” provided to you in the Your Deposit Account Agreement or from time to time after you opened your Account (the “EFT Disclosure”) provides additional terms for the electronic fund transfers to and from Third-party Accounts you may make under this Service Agreement. The EFT Disclosures include, among other things, information on reporting of, and liability for, unauthorized electronic fund transfers. Except as modified by this Service Agreement, the terms of the EFT Disclosures apply to the transfers you make to or from Third-party Accounts under this Service Agreement. Refer to Your Deposit Account Agreement and Section V.A “Electronic Fund Transfers Disclosures” of this Agreement.

Transaction Authorization

You understand that to affect your external funds transfer instruction we debit one account and credit another account. Only one of the accounts in the transaction will be a Third-party Account. If the debit side fails or is returned for any reason and cannot be collected, you authorize us to collect from the account to which the credit side of the funds transfer was sent. To effect this collection, you understand and authorize us to debit the credited account in the same dollar amount as the original funds transfer.

Account Numbers/Bank Identifying Numbers

The Bank and any other financial institution may rely solely on the account numbers and bank identifying numbers that you provide to the Bank regardless of whether or not you also provided the name of the account holder or the name of the financial institution. We and other financial institutions

processing your transfers have no responsibility to identify or investigate any discrepancy between names and account numbers. Also, your obligation to pay the amount of any transfer request will not be excused in circumstances where your transfer request describes the name and account number inconsistently or the name and identifying number of the financial institution inconsistently.

Your Responsibilities for Transfer Instructions and Third-Party Relationship

- Reliance on Your Instructions. We are not responsible for detecting any errors in any transfers requested by you through the Service. You are responsible for the content of any transfer instructions and the Bank may rely upon the information you provide to the Bank when processing the transfer instructions. “Instructions” means any oral, written, electronic or other communication from you that instructs, directs, orders, or requests us to act on your accounts, including, without limitation, any instructions to: (a) transfer money between your accounts; (b) pay money to a third-party payee; and (c) cancel a prior instruction. You authorize us to act on any instructions which have been, or reasonably appear to have been, sent by you to submit funds transfer instructions on your behalf. You understand that financial institutions receiving the funds transfer instructions may also rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand that if you provide us with incorrect information or if there is any error in your instructions we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any errors, duplication, ambiguities or fraud in that information. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

- Third-Party Account Relationship. All funds transfers are also subject to the rules, regulations and agreements governing the relevant Third-party Accounts and you agree not to affect any funds transfers from or to a Third-party Account not allowed under the rules, regulations and agreements applicable to such accounts. You understand that not all types of accounts are eligible for funds transfer. You will check with the provider of your Third-party Accounts for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trust, loan, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from funds transfers that are not permitted under such restrictions by the provider of your Third-party Account.

Further, we are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of the provider of your Third-party Account. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays or other problems are the responsibility of the relevant provider of your Third-party Account. Any rights you may have against a financial institution for such errors, delays or other problems are subject to the terms of the agreements you have with such financial institution, including any time limits during which complaints must be made.

You understand and agree that at all times your relationship with each Third-party Account provider is independent of Legacy Bank and your use of the Service. We will not be responsible for any acts or omissions by the provider of any Third-party Account, including without

limitation any modification, interruption or discontinuance of any Third-party Account by such provider.

YOU AGREE THAT LEGACY BANK SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE THIRD-PARTY ACCOUNTS; (2) OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE THIRD-PARTY ACCOUNTS IN ACCORDANCE WITH YOUR FUNDS TRANSFER INSTRUCTIONS; (3) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE THIRD-PARTY ACCOUNTS; (4) ANY CHARGES IMPOSED BY ANY PROVIDER OF THIRD-PARTY ACCOUNTS; AND (5) ANY FUNDS TRANSFER LIMITATIONS SET BY THE FINANCIAL INSTITUTIONS OR OTHER PROVIDERS OF THE THIRD-PARTY ACCOUNTS.

Liability for Failure to Make Transfers

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:

- Through no fault of ours, you do not have enough money in your Account or your Third-party Account to make the transfer if:
- the funds transfer is not complete, or is reversed, because the provider of your Third-party Account does not permit the transfer
- You did not give us complete, correct and current instructions
- The transfer would exceed the dollar limits on external transactions
- A legal order directs us to prohibit withdrawals from the account
- Your account has been frozen
- The transfer would go over the credit limit on your overdraft line or private line of credit
- Our or your system was not working properly and you knew about the breakdown when you started the transfer
- There are postal delays or processing delays by the Payee
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken
- There are other exceptions stated in our Agreement with you

Note: The list of examples set out in this paragraph is meant to illustrate circumstances under which we would not be liable for failing to make a transfer or payment and is not intended to list all of the circumstances where we would not be liable.

Joint Account Holder Notification and Approval

By use of this Service you confirm that any joint account holders have consented for you to use your Third-party Accounts and Legacy Bank Accounts for the Service. We will end your use of the Service if any joint account holder notifies us that (a) they never consented to your use of the Service, (b) the joint account can no longer be operated on your instructions alone, or (c) they are withdrawing consent for you to operate the joint account.

No Unlawful or Prohibited Use of This Service

As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Service Agreement

or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if this Agreement or Service terminates for any reason.

Limitation of Liability

The Bank shall have no liability under this Agreement, unless it shall act with gross negligence or willful misconduct. Without limiting the foregoing, the Bank shall not be liable to you in any way for: (i) delays in acting, which are not caused by the Bank's own gross negligence or willful misconduct; (ii) mistakes, errors, or omissions of any kind relating to inquiries, instructions, messages or transactions initiated by you through Legacy Online, which are not caused by the Bank's own gross negligence or willful misconduct; (iii) use by persons (whether Authorized Representatives or unauthorized personnel inside or outside your organization) of the Legacy Online system to access or to attempt to access your accounts and to gain information as to your accounts; (iv) loss or damage to you caused by the Bank's failure to act, or delay in acting, if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control; or (v) any loss or damage caused to you arising out of acts or omissions of any third party, including without limitation, the manufacturer of any software necessary to access the Legacy Online, any employee of yours, courier services, or any other third party. Nonetheless, without limiting the foregoing, if you suffer any loss of interest that would have otherwise been paid by the Bank with respect to funds on deposit in an account maintained by you at the Bank, resulting from the Bank's error in executing or failing to execute a transfer in accordance with instructions provided by you to the Bank through Legacy Online, the Bank will reimburse you for the loss of such interest for a period not to exceed fourteen (14) days following your receipt of the confirmation advice or periodic account statement (whichever occurs first), provided that you have complied with this Agreement as well as with all of the instructions and requirements for using Legacy Online (as determined by the Bank in its sole discretion). Such reimbursement shall be calculated by using the rate of interest paid on the account where the funds were to be deposited.

DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT THIS SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THIS SERVICE AGREEMENT OR AS REQUIRED BY LAW, YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS SERVICE AGREEMENT, WE 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, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THIS SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED FROM YOUR ACCOUNTS OR THAT THIS SERVICE WILL MEET ANY REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. EXCEPT AS DESCRIBED IN THIS SERVICE AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT

RETRIEVED FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THIS SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Legacy Bank, its affiliates, partners, officers, directors, employees, consultants and agents from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from your use of the Service.

VII. ELECTRONIC DISCLOSURE AND CONSENT

This Online Banking E-Sign Disclosure and Consent ("Disclosure") applies to all Communications for those products, services and Legacy Bank Accounts offered or accessible through Online Banking that are not otherwise governed by the terms and conditions of an electronic disclosure and consent. **PLEASE NOTE:** Consenting to receive Communications under this Disclosure will not automatically enroll you in e-Statements.

"We," "us," and "our" or "Bank" refers to Legacy Bank of Florida.

"You" and "your" refer to the account owner(s) authorized by the Bank to receive Communications under this Disclosure.

"Account" or "accounts" refer to your accounts with the Bank.

"Communication" means any customer agreements or amendments thereto, monthly billing or account statements, disclosures, notices, responses to claims, transaction history, privacy policies and all other information related to the product, service or Account, including but not limited to information that we are required by law to provide to you in writing.

Scope of Communications to Be Provided in Electronic Form

You agree that we may provide you with any Communications that we may choose to make available in electronic format, to the extent allowed by law, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Account or the product or service available through Legacy Online for your Account. As an example, Legacy Bank may choose to send by email legally required notification of changes to terms and conditions related to Legacy Online services.
- Notices or disclosures about a change in the terms of your Account or associated payment feature and responses to claims.
- Privacy policies and notices.
- Changes or amendments to the Legacy Online Service Agreement or related agreements.
- Monthly (or other periodic) billing or account statements for your Account(s) or such other Communications that we may include from time to time as part of the enrollment in the e-Statements program ("e-Statements").

We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

Note: Your consent to receive electronic communications does not automatically enroll you in e-Statements. You must complete a separate enrollment to stop receiving by U. S. Mail paper account statements.

Method of Providing Communications to You in Electronic Form

All Communications that we provide to you in electronic form will be provided either (1) via email, (2) notice with instructions/links, (3) by access to a web site that we will designate in an email notice we send to you at the time the information is available, (4) via email with attached PDF disclosures.

Communication between You and the Bank

Unless this Disclosure provides otherwise, you can communication with us in any one of the following ways:

Telephone	You can contact us by telephone at:	(561) 544-8400
Facsimile	You can send a fax to us at:	(561) 347-1975
U.S. Mail	You can write to us at:	2300 Glades Road Suite 140 West Boca Raton, FL 33431

How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by notifying the Bank in person, via telephone or U.S. Mail. Our telephone number and postal mail address are listed above in the section “Communication between You and the Bank”.

At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however your access and use of Legacy Online services may be terminated. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

How to Update Your Records

It is your responsibility to provide us with true, accurate and complete email address, contact, and other information related to the Disclosure and your Account(s). **You agree to notify us immediately, in person, via U.S Mail or by telephone at (561) 544-8400 of any change in your email address.** For your protection and security purposes, we will not accept any change of email address notice via email.

Hardware and Software Requirements

In order for you to access, view and retain electronic Communication that we make available to you, your system must meet the following requirements:

- A personal computer (PC) or other access device
- An active email account with an Internet service provider and email software in order to participate in our electronic Communications program;
- Supported Internet Browser
- A printer and/or storage device with sufficient electronic storage capacity on your computer’s hard drive or other data storage unit;
- Software that accurately reads and displays .pdf files (such as Adobe Reader)

Changes to Hardware or Software Requirements

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 your electronic Communications, we will give you notice of the revised hardware and software requirements. Continuing to use Legacy Online after receiving notice of the change is reaffirmation of your consent.

Requesting Paper Copies

We will not send you a paper copy of any Communications which are available electronically from Legacy Bank, unless you request it, or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call us at (561) 544-8400. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Communications in Writing

All Communications in either electronic or paper format from us to you will be considered “in writing”. You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.

Federal Law

You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Termination/Changes

We reserve the right, in our sole discretion, to discontinue the provision of your 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.

Consent

By clicking the “Accept” button, you hereby agree to all the terms in the Legacy Online Service Agreement including giving your affirmative consent to provide electronic Communications to you as described herein. You further agree that your computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address to which we may send electronic Communications to you. You also confirm that you are authorized to, and do, consent on behalf of all the other account owners and authorized representatives.

If you do not agree to all of the terms in the Legacy Online Service Agreement, including giving your affirmative consent to provide electronic Communications to you as described herein, click on the “Decline” button. If you “Decline”, then you will not be permitted to use Legacy Online services.