

First City Bank of Florida

Online Services Disclosure and Agreement

This Disclosure and Agreement (“Agreement”) governs the use of First City Bank of Florida’s Online Banking, Mobile Banking and Mobile Deposit (“the Service”, “Services”) and is made and entered into by and between First City Bank of Florida (“First City Bank”, “we”, “us”, “the Bank”), and each person who signs the Bank’s signature card for the Account(s) being accessed or is referenced on the Bank’s records as an owner of the Account(s), or each party whose signature appears on a credit line application (“Customer”), also referred to as (“you”). Each Customer on the Account(s) is jointly liable for all transactions initiated through the Service, including overdrafts, even if the Customer did not participate in the transaction which resulted in the overdraft. This Agreement is an addendum to the applicable account terms and conditions provided by the Bank at new account opening and is incorporated into those agreements by reference. Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement and such change shall be effective thirty (30) days following our provision of such notice. Your continued use of the Service will indicate your acceptance of any such changes to the Service. In the event that an immediate change is needed to ensure the security of the Service, we will post a notice of any such change on our website. You may choose to accept or decline such changes by continuing or discontinuing the Service.

1. Available Services:

You may use Online Banking to:

- View account balances and transactions
- Transfer funds between designated accounts
- Make First City Bank loan payments
- Request a stop payment on a paper check
- Download data to financial software
- Establish automatic transfers between designated accounts
- Bill payment
- View account statements and images
- Person to person payments

You may use Mobile Banking to:

- View account balances and transactions
- Transfer funds between designated accounts
- Make First City Bank loan payments
- Establish automatic transfers between designated accounts
- Bill payment
- Deposit checks (Mobile Deposit)

2. Hours of Accessibility:

Banking business days are Monday through Friday, excluding Saturday, Sunday and Federal holidays. You may access Account information through the Service 24 hours a day, 7 days a week, except for interruptions due to maintenance or matters beyond the Bank’s control. The Bank will not be responsible for failure to provide access or for interruptions in access due to a system failure or due to other unforeseen acts or circumstances, including maintenance.

3. Equipment Specifications and Security:

To access your accounts through Online Banking you will need a personal computer, Internet service/access, and a compatible web browser with 128-bit data encryption. To access your accounts through Mobile Banking you will need a compatible mobile device, Internet and mobile service/access, and a compatible web browser with 128-bit data encryption. You can view a list of compatible web browsers at <http://www.firstcitybank.com/internet-banking-security-statement.asp/>. To make deposits you will need a camera-enabled mobile device capable of capturing check images and information. You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, Internet service/access, and mobile devices necessary to access the Service. The Bank will not be responsible for any error, damages or other losses you may suffer due to the malfunction or misapplication of any system you use, including your browser (Microsoft Explorer®, Mozilla Firefox®, or otherwise), your Internet or mobile service provider, your personal financial management or other software, (such as Quicken®, or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem, or mobile device) to access or communicate with the Bank. You are responsible for ensuring that your computer and mobile device are protected and free of viruses, worms, Trojan horses, malware or other

similar harmful components and agree to install, maintain, update and utilize industry standard security products that are appropriate for you, including, without limitation, firewalls, anti-virus protection software, anti-spyware protection, operating services and applications with the latest patches. You are responsible for implementing these on computing devices under your control which interact with First City Bank's Online Banking environment. The Bank will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from failure by you to implement the security features appropriate to the underlying computing device.

4. Fees:

There is currently no charge for the Service. All other fees as described in your account terms and agreement, Truth in Savings Disclosure or Fee Schedule may apply. The Fee Schedule will be updated and you will be provided at least 30 days' notice should a fee be instituted in the future. Your continued use of the service will indicate your acceptance of any such change to the fee charged for the service. Other fees (such as data usage or text messaging charges) may be assessed and billed separately by your Internet service provider and/or mobile service carrier, and are separate and not part of the Service.

5. Access:

To activate Online Banking, you must have at least one active account with the Bank. To access Online Banking, as a First Time User, you will initially enter a User Name and temporary password as established by the Bank. You will then be prompted to enter a new password. We recommend that you change your password on a regular basis. To access Mobile Banking, you must be enrolled in Online Banking. After logging in to Online Banking, select the Options tab to enroll. You may also enroll by downloading TouchBanking directly from your app store and entering the Bank's app code "gofirstcity". You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Service. You agree you will not give out account information, User Name or passwords, leave your computer or mobile device unattended while using the Service, allow your computer to store your User Name and password, leave account information in view or range of others, nor will you send any private account information via a public or general email system. You also agree to log off immediately at the completion of each access of the Service by you. The Bank is entitled to act on instructions received through the Service under your password without inquiring into the identity of the person using that password. If you allow access to the Service to an unauthorized user, you will be responsible for any transaction they authorize and we will not be liable for any damages as a result. You must immediately notify the Bank in person or by telephone at (850) 244-5151 in the event that your User Name, password, or other means of access has been lost, stolen or otherwise compromised.

6. Unauthorized Transfers:

You shall be responsible for all transfers you authorize through the Service. You shall also be responsible for all transactions initiated by persons to whom you have given your password. You must report to the Bank immediately if your password has been lost or stolen or if you believe a transfer has been made without your permission. Failure to notify the Bank could result in the loss of all the money in your Account(s) plus your maximum line of credit, if you have one. If you report to the Bank within 2 business days after learning of the loss or theft, you can lose no more than \$50 if your password is used without your permission. If you do not report to the Bank within 2 business days, and the Bank can prove that we could have prevented someone from using the password without your permission had we been notified, you could lose as much as \$500. Also if your statement shows electronic transfers that you did not make, report them to the Bank immediately. If you do not notify the Bank within 60 days after the statement was made available to you, you may lose all the money transferred after the 60 days if the Bank can prove that it could have prevented the loss had you reported it promptly. Extenuating circumstances may be taken into account.

7. In Case of Errors or Questions:

You may call the Bank at (850) 244-5151 Mon. - Fri. 9:00am to 5:00pm CST or write to P.O. Box 2977 Ft Walton Beach, FL 32549. If you notify us verbally, we will require that you send us the problem in writing within 10 days. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared. Please include the following information:

- Customer's name and account number.
- Date and Dollar amount of the transaction in question.
- Describe the error or the transaction and explain as clearly as possible the error or the need for further information.

We will communicate the results of our investigation within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and promptly correct any error. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a new account, point-of-sale, or foreign-initiated transaction) to investigate the complaint or question. If the additional time is needed we will give provisional credit to your account within 10 business days (5 business days if involving a Visa point-of-sale

transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If you tell us of the suspected error orally and do not put the complaint or question in writing, and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. If the Bank determined that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

8. Transfer of Funds:

You must maintain sufficient funds in your Account(s) to cover any request for transfers. If we complete a payment transfer that you make or authorize and subsequently learn that you have insufficient funds for the transaction, you agree that the Bank may reverse the transaction or offset the shortage with funds from any other account you have with the Bank. Transfers are final at the time the Bank receives your instructions. We will make transferred funds immediately available to the affected accounts. Each transfer initiated on a non-business day will be considered initiated on the following business day.

9: Stop Payment Requests:

You may initiate Stop Payments Requests online under the authorization of your User Name and password which will be considered to be written orders just as if they bore your signature for single, paper check items drawn on an Account accessed through Online Banking. You and we will abide by the rules and regulations (as established by the Uniform Commercial Code or other law) governing Stop Payments Orders. The Bank must receive the Stop Payment Request in time to give us a reasonable opportunity to act upon it and before our Stop Payment cutoff time, if any. To be effective, the Stop Payment Request must precisely identify the name of the payee, the check number, the amount, and the date of the check. The Bank shall have no responsibility to determine the accuracy of such information. The Stop Payment will be effective for 6 months and will automatically expire after that period unless renewed. A fee will be charged in accordance with the applicable Fee Schedule for Stop Payments. You may retain information about your Stop Payment Request by printing them from your computer system. You may also place a Stop Payment Request by visiting one of our banking offices and using our paper based system.

10: Mobile Deposits:

A. Eligible Items: You agree to scan and deposit only checks as defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an obvious alteration, 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 previously converted to a substitute check, as defined in Reg. CC
- Checks drawn on a financial institution located outside the United States
- Checks that are remotely created checks, as defined in Reg. CC
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks or items prohibited by the Bank's current procedures relating to the Service or which are otherwise not acceptable under the terms of your account with us
- Checks payable on sight or payable through drafts, as defined in Reg. CC
- 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

B. Image Quality: The image of an item transmitted to the Bank using the Service must be legible as determined by the sole discretion of First City Bank and contain images of the front and back of the check. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

C. Endorsements and Procedures: You agree to restrictively endorse any item transmitted through the Service as “Your Name, For Mobile Deposit Only, Account # _____” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time.

D. Receipt of Items: We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time any item that we subsequently determine was not an eligible item.

E. Availability of Funds: You agree that items transmitted using the Service are not subject to the funds availability requirements of Federal Reserve Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 pm local time in Fort Walton Beach FL, on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Service will generally be made available the next business after receipt of the items. We reserve the right to postpone or delay the availability of funds from items deposited at our sole discretion. We will notify you by email to the email address on your Mobile Deposit application if availability of funds is postponed or delayed.

F. Disposal of Transmitted Items: Upon receipt of a confirmation from us that we have received the image of an item, you agree to retain the check for at least 15 calendar days from the date of the image transmission. After 15 days, you agree to destroy the check that you transmitted as an image, mark it “VOID”, or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request to aid.

G. Deposit Limits: All items deposited via the Service are subject to Bank review and/or approval. We reserve the right to impose limits on the amount(s) and/or number of items that you transmit using the Service and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, First City Bank, may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and the Bank will not be obligated to allow such a deposit at other times.

H. Presentment: The manner in which the items are cleared, presented for payment and collected shall be in the Bank’s sole discretion subject to your Account Terms and Conditions and related disclosures.

I. User Warranties and Indemnification: You warrant to the Bank that:

- You will only transmit eligible items
- Images will meet the image quality standards
- You will not transmit duplicate items
- You will not deposit or represent the original item once it has been scanned and sent through this service unless specifically requested to do so by us
- All information you provide to us is accurate and true
- You will comply with the Agreement and all applicable rules, laws and regulations
- Items you transmit do not contain viruses
- All signatures on each item you deposit are authentic and authorized
- All checks deposited are payable to you
- No deposited check has been altered

11. Canceling the Service:

To cancel a First City Bank of Florida Online Service, you must contact the Bank in writing to notify us of your decision to cancel. We reserve the right to cancel or suspend your Service at any time without notice, in whole or in part, for any reason. This Agreement shall remain in full force and effect unless and until it is cancelled by us. Without limiting the foregoing, this Agreement may be cancelled if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Online Services Disclosure and Agreement, Account Terms and Conditions, related disclosures or any other agreement with us. After cancellation, the Service may be reinstated at the discretion of the Bank provided that funds are available to cover the cost of any fees or pending transfers. For security purposes, after 3 months of inactivity, you will not be able to log on. Your Online Banking will be deleted and re-enrollment will be necessary.

12. Other Provisions:

A. Electronic Notice: With your consent, we may send notices or other types of communication including disclosures required by law to you by electronic mail (email). You agree to notify the Bank in writing immediately of any change to your email address. You may use email to contact us about inquiries, maintenance, and/or some problem resolution issues. **Email may not be a secure method of communication. We therefore recommend that you do not send confidential personal or financial information by email.** There may be times when you need to speak with someone immediately, especially to report a lost or stolen PIN. In these cases, **do not use email.** Instead, call our Customer Care Center at (850) 244-5151.

B. Ownership of Website: The content, information and offerings on our website are owned by First City Bank of Florida, and the unauthorized use, reproduction, linking or distribution of any portions are strictly prohibited.

C. Geographic Restrictions: The services available on our website are solely offered to citizens and residents of the United States. Access may not be available outside of the United States.

D. Laws: Regardless of where you live or work or where you are accessing the Services, this Agreement is subject to the laws of the State of Florida and the Federal Law of the United States of America, with, in either event, consideration of conflicts of law principles. If any terms of the agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable laws.

E. Excusable Delay: No party to this Agreement shall be liable to the other for loss, costs, or damages arising out of or resulting from any failure to perform in accordance with the terms of this Agreement where such failure shall be beyond the reasonable control of such party. Failure beyond reasonable control shall be deemed to mean, but not limited to, acts of God, strikes, lockout, or other industrial disturbances, wars whether declared or undeclared, blockades, insurrections, riots, governmental actions, explosions, fire, flood, or other causes not within the reasonable control of either party.

F. Amendments: The terms and conditions governing First City Bank of Florida's Online Services, including cost and fees, may be amended by the Bank at anytime upon 30 days advance notice, or as required by law. Your continued use of the Service is acceptance of any amendment(s) of this Agreement, including any instructions on the use of these services. Such amendments will be sent to you at the Bank's choice, via either online, email or standard mail, and will be considered delivered at the time sent by the Bank.

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

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