

Online Banking Terms and Conditions Agreement

Financial Federal Bank Online Banking Service is available to all of our customers at no monthly charge for the account information and transfer services. The bill payment feature is an optional service for checking accounts. You must specifically request this service on the enrollment form. If you do not choose the bill payment service at this time, you may add it at any time.

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I. Introduction

General Information: This Online Banking Terms and Conditions Agreement ("Agreement") is a contract between you and Financial Federal Bank that outlines and governs the Terms and Conditions for accessing your personal and commercial accounts

via Financial Federal Bank's services offered via the internet described below (referred to as "Online Banking Services" or the "Services"). This Agreement explains the terms and conditions which govern the Online Banking Services. The Online Banking Services we provide are as follows:

Account and Balance Inquiries
Account Transfers
Transaction Downloads
Optional Bill Payment Service/Checkfree

Terms: As used in this document the words "we," "our," "us," and "bank" mean Financial Federal Bank. The words "you" and "your" mean the account holder(s) and anyone else with the authority to access the account holder(s) account. The term "Business Day" means Monday through Friday, excluding federal banking holidays. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Consumer Accounts: Some of the terms set forth in this Agreement, as specified in this Agreement, apply only to Consumer Accounts. A "Consumer Account" is an account held by a natural person and used primarily for personal, family or household purposes.

Other Agreements and Disclosures: Your use of the Services is subject to the other agreements you have entered into with us, including the Deposit Account Terms and Conditions and for Consumer Accounts, the Arbitration Agreement. By entering into this Agreement, you do not change the terms of the other agreements you already have with us for an Account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make and for other restrictions that might impact your use of an Account with the Services. This Agreement also includes and incorporates the disclosures you have received relating to your Account(s), including the disclosures required by the Electronic Fund Transfers Act (15 USC 1693 et seq.).

Required Acceptance of Terms and Conditions: In order to use the Services, you must accept these terms and conditions. By clicking on the "I Agree" button at the end of this Agreement, you agree to abide by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this Agreement. Please read this Agreement carefully and print a copy for your records.

II. Accessing Your Accounts, Security and Your Responsibilities.

Password and Login Security: Security is very important to us. In order to activate your Online Banking Service, you must have at least one checking, savings, certificate of

deposit or loan account with the bank. When you login to the service for the first time, you will use your account number and your temporary password we will provide you. You will then be prompted to choose a new "Access ID" and a new "Password." 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. Keep your password safe. Memorize your password and never tell it to anyone. You should not under any circumstances disclose your password by telephone or to anyone claiming to represent the bank. Bank employees do not need and should not ask for your password.

We are entitled to act on instructions received through online banking under your password and without inquiring into the identity of the person using that password. Any person having access to your online banking password will be able to access the Online Banking Services and perform all transactions, including reviewing account information and making transfers to other accounts which have mutual ownership. You are liable for all transactions made by persons authorized to use your password.

If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account(s) even if you attempt to limit that person's authority.

We strongly urge you to change your password every 90 days. This can be done at any time once you are logged in, from the "Options" menu.

Once you login as a first time user, you will be required to change the initial access ID and password and select an access ID and password known only to you.

- The **Access ID** you select may be any combination of alpha/numeric characters, from eight (8) to twelve (12) digits.
- The **password** criteria is as follows
 - Minimum Password Length 8
 - Maximum Password Length 12
 - Number of Alpha Characters Required 1
 - Number of Numeric Characters Required 1
- Passwords are case sensitive (must be entered exactly as input with upper and/or lower case characters).
- Passwords can be changed at any time by the accountholder, and by any other person to whom the accountholder provides the password, through the Online Banking Services.

If you suspect that an unauthorized person has access to your password or believe your password has been lost or stolen or that someone may attempt to use the service without

your consent or has transferred funds without your permission, you must notify us immediately. See Part VI of this Agreement for additional information relating to liability for unauthorized transactions and error resolutions.

Your session time is unlimited, but to help prevent unauthorized access and ensure the security of your accounts, we will end your online session if we have detected no activity for 45 minutes. This is to protect you in case you accidentally leave your computer unattended after you login. When you return to your computer, you will be prompted to re-enter your password and your session will continue.

Your Responsibilities: You are responsible for keeping your online password and account data confidential. We are entitled to act on transaction instructions received using your password, and you agree that the use of your password will have the same effect as your signature, authorizing the transaction(s). If you authorize other persons to use your password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization, changed your password, and that you are responsible for any transactions made by such persons until such time as we receive and have time to act upon the notification that transfers by that person, or instructions regarding your accounts, are no longer authorized. You agree not to use Services or the content or information delivered through Services in any way that would:

- 1) Infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- 2) Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Services to impersonate another person or entity;
- 3) Violate any law, statute, ordinance or regulation, including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising;
- 4) Be false, misleading or inaccurate;
- 5) Create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers;
- 6) Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- 7) Potentially be perceived as illegal, offensive, or objectionable;
- 8) Interfere with or disrupt computer networks connected to Services;
- 9) Interfere with or disrupt the use of Services by any other user; or
- 10) Use Services in such a manner as to gain unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale: You agree that the Services are only for the personal or business use of individuals authorized to access your bank account information. You agree not to make any commercial use of Services or resell, lease, rent or distribute access to Services.

Proprietary Rights: You are permitted to use content delivered to you through Services only on the applicable Services. You may not copy, reproduce, distribute or create

derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the Services' technology, including, but not limited to, any software or wireless device applications associated with Services.

Indemnification: Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Services, your violation of this Agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

III. Online Services and Limitations

Available Services: You may use your personal computer to:

- View account balances and transaction history.
- Transfer funds from your Financial Federal Bank checking and money market accounts into:
 - Other Financial Federal Bank checking and money market accounts that belong to you.
 - Loan accounts.
- Establish automatic transfers from one of your Financial Federal Bank accounts to another (from checking and money market to checking, money market or loans).
- Through Optional Online Bill Payment, pay bills to any merchant, institution or individual with a U.S. mailing address.
- Communicate directly with us via e-mail.

Other services may be added to Online Banking Service and will be communicated to our customers as the additions are made.

Hours of Accessibility: You may access the Services seven days a week, 24 hours per day. Necessary system maintenance will be scheduled for hours during which system traffic is normally at a minimum. If the system is unavailable due to an unanticipated problem, you may use an ATM machine or a branch office (during regular business hours) to conduct transactions.

Balance and Transaction Information: You may access any eligible Financial Federal bank account on which you are an owner or signer to receive transaction history and balance information. The balance and account history will show the current balance of the account, including any transactions conducted prior to the inquiry. In progress returns due to non-sufficient funds or stop payments may not be reflected in the inquiry.

Account Information and Transfers: Account balances and activity is current information. Funds transferred between related accounts initiated on your computer using Online Banking and received by the bank before 4:00 p.m. CST on a Business Day will

be effective on that Business Day. Transfers processed on your computer using Online Banking and received after 4:00 p.m. CST on a Business Day, or on any non-Business Day, will be effective the following Business Day.

Unavailable, Delayed, or Inaccurate Account Information: We strive to provide complete, accurate and timely account information through Online Banking. However, unless otherwise required by law, we will not be liable to you if any such information is unavailable, delayed or inaccurate. With respect to electronic funds transfer problems, such as unauthorized transfers or the Bank's failure to properly complete authorized transfers, the extent of our liability is described in Part VI of this Agreement.

Limits on Frequency and Amount of Transfers: Federal regulations require us to limit either by contract or in practice the number of certain types of transfers from money market deposit accounts and savings accounts. Under these regulations, you are limited to six (6) preauthorized electronic fund transfers each month, including telephone transfers, Online Bill Payment and other online banking transactions, checks, and point-of-sale transactions. Of these six transactions, you are limited to no more than three transactions per month by check or point-of-sale. Payments to your Financial Federal Bank loan accounts are not counted toward this limit. Subject to availability of funds in your designated checking account, there are no limits on the dollar amount of transfers to or from your account.

Service Cancellation: We reserve the right to cancel your online service at any time without notice due to insufficient funds in one or more of your accounts. After cancellation, service may be reinstated at the discretion of the bank provided that funds are available to cover the cost of any fees and/or pending transfers. To reinstate your service, contact us at 901-756-2848

If you wish to cancel any of the Services, please contact us at 901-756-2848 or send us cancellation instructions in writing to Financial Federal Bank-Online Banking Department, 1715 Aaron Brenner, Suite 100 Memphis TN 38120-2375.

IV. Optional Bill Payment

Through the Online Banking Services, you may subscribe to the Online Bill Payment system, as described below.

TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE / CHECKFREE

CheckFree Service Definitions: The following defined terms are used in this Section. "CheckFree Service" means the Bill Payment Service offered by Financial Federal Bank through its service provider, CheckFree.

"Payee" is the person or entity to which you wish a bill payment or e-mail payment to be directed or is the person or entity from which you receive electronic bills or e-mail payments, as the case may be.

"Payment Instruction" is the information provided by you to the CheckFree Service for a bill payment or e-mail payment to be made to the Payee (such as, but not limited to,

Payee name, Payee account number, and Scheduled Payment Date).

"Payment Account" is the checking account from which bill payments or e-mail payments will be debited.

"Billing Account" is the checking account from which all CheckFree Service fees will be automatically debited.

"Scheduled Payment Date" is the day you want your Payee to receive your bill payment and is also the day your Payment Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

"Due Date" is the date reflected on your Payee statement for which the payment is due. It is not the late date or grace period.

"Scheduled Payment" is a payment that has been scheduled through the CheckFree Service but has not begun processing.

Bill Payment Scheduling: Transactions begin processing four (4) Business Days prior to your Scheduled Payment Date. Therefore, the application will not permit you to select a Scheduled Payment Date less than four (4) Business Days from the current date. When scheduling payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

The CheckFree Service Guarantee: Due to circumstances beyond the control of the CheckFree Service, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. The CheckFree Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

Payment Authorization and Payment Remittance: By providing the CheckFree Service with names and account information of Payees to whom you wish to direct payments, you authorize the CheckFree Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the CheckFree Service may edit or alter payment data or data formats in accordance with Payee directives.

When the CheckFree Service receives a Payment Instruction, you authorize the CheckFree Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the CheckFree Service to credit your Payment Account for payments returned to the CheckFree Service by the United States Postal Service or Payee, or payments remitted to you on behalf of another authorized user of the CheckFree Service.

The CheckFree Service will use its best efforts to make all your payments properly. However, the CheckFree Service shall incur no liability and any CheckFree Service

Guarantee shall be void if the CheckFree Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- If, through no fault of the CheckFree Service, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- The payment processing center is not working properly and you know or have been advised by the CheckFree Service about the malfunction before you execute the transaction;
- You have not provided the CheckFree Service with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond control of the CheckFree Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the CheckFree Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the CheckFree Service causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Payee which does not comply with your Payment Instructions, the CheckFree Service shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

Payment Methods: The CheckFree Service reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment.

Payment Cancellation Requests: You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the CheckFree Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Prohibited Payments: Payments to Payees outside of the United States or its territories are prohibited through the CheckFree Service.

Exception Payments: Tax payments and court ordered payments may be scheduled through the CheckFree Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the CheckFree Service be liable for any claims or damages resulting from your scheduling of these types of payments. The CheckFree Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the CheckFree Service. The CheckFree Service has no obligation to research or resolve any claim resulting from

an exception payment. All research and resolution for any misapplied, erroneously posted or misdirected payments will be the sole responsibility of you and not of the CheckFree Service.

Bill Delivery and Presentment: This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Payees directly if you do not receive your statements. In addition, if you elect to activate one of the CheckFree Service's electronic bill options, you also agree to the following:

Information provided to the Payee – The CheckFree Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Payee. Any changes will need to be made by contacting the Payee directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Payee sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.

Activation – Upon activation of the electronic bill feature the CheckFree Service may notify the Payee of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Payee to Payee and may take up to sixty (60) days, depending on the billing cycle of each Payee. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Payee. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Payee reserves the right to accept or deny your request to receive electronic bills.

Notification – The CheckFree Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the CheckFree Service, the CheckFree Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the CheckFree Service and check on the delivery of new electronic bills. The time for notification may vary from Payee to Payee. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification – The electronic Payee reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Payee to Payee. It may take up to sixty (60) days, depending on the billing cycle of each Payee. The CheckFree Service will notify your electronic Payee(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The CheckFree Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold the CheckFree Service harmless should the Payee fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Payee directly.

Accuracy and dispute of electronic bill – The CheckFree Service is not responsible for

the accuracy of your electronic bill(s). The CheckFree Service is only responsible for presenting the information we receive from the Payee. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Payee directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

Disclosure of Account Information to Third Parties: It is our policy to treat your account information as confidential in accordance with our Privacy Policy. However, we will disclose information to third parties about your account or the transactions you make in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or Payee;
- To a consumer reporting agency for research purposes only;
- In order to comply with a governmental agency or court orders; or,
- If you give us your written permission.

CheckFree Service Fees and Additional Charges: Any applicable fees will be charged regardless of whether the CheckFree Service was used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the CheckFree Service to deduct the calculated amount from your designated Billing Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

Failed or Returned Transactions: In using the CheckFree Service, you are requesting the CheckFree Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the CheckFree Service. In such case, you agree that:

1. You will reimburse the CheckFree Service immediately upon demand the transaction amount that has been returned to the CheckFree Service;
2. For any amount not reimbursed to the CheckFree Service within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
3. You will reimburse the CheckFree Service for any fees imposed by the bank as a result of the return;
4. You will reimburse the CheckFree Service for any fees it incurs in attempting to collect the amount of the return from you; and,

5. The CheckFree Service is authorized to report the facts concerning the return to any credit-reporting agency.

Address or Banking Changes: It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting your financial institution. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The CheckFree Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

CheckFree Service Termination, Cancellation, or Suspension: In the event you wish to cancel the CheckFree Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

- Telephone us during customer service hours; and/or
- Write to us at Financial Federal Bank - CheckFree Service, 1715 Aaron Brenner, Suite 100 Memphis TN 38120-2375.

The CheckFree Service will complete any payment(s) the CheckFree Service has already processed before the requested cancellation date. All Scheduled Payments including recurring payments will not be processed once the CheckFree Service is cancelled. The CheckFree Service may terminate or suspend CheckFree Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

Payee Limitation: The CheckFree Service reserves the right to refuse to pay any Payee to whom you may direct a payment. The CheckFree Service will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

Returned Payments: In using the CheckFree Service, you understand that Payees and/or the United States Postal Service may return payments to the CheckFree Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. The CheckFree Service will use its best efforts to research and correct the returned payment and return it to your Payee, or void the payment and credit your Payment Account. You may receive notification from the CheckFree Service.

V. Amendments; Changes to Fees, Charges and Other Terms

We reserve the right to change the fees, charges or other terms outlined in this Agreement. If the changes to this Agreement are more restrictive than those stated in the Agreement, or increase your responsibility for unauthorized transactions, we will notify

you at least 30 days prior to implementation of changes, either by written notice or e-mail, and will also update this Agreement. In the event that a change is necessary to ensure the security of the online system, an immediate change may be necessary, and we will notify you within 30 days after the change is made by electronic or written notice. You may choose to accept or decline changes by continuing or discontinuing the Services to which the changes relate. In addition, we may revise or update the applications, Services, and related materials, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the applications, Services, and/or related material and limit access to only the current applications, Services, and related materials. We reserve the option to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account disclosures.

VI. Additional Electronic Fund Transfer Disclosures and Agreement Terms

Unauthorized Transactions

Tell us AT ONCE if you believe your online password has been lost or stolen or if you believe your password may be used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

Also, if your statement shows transfers that you did not make, tell us at once.

The following three paragraphs apply only to Accounts that are "Consumer Accounts" (as defined in the Introduction to this Agreement):

If you tell us within two Business Days (see above for our Business Days), you can lose no more than \$50 if someone used your online password without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft or unauthorized use of your password, and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500.

If your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after your statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason, such as a confirmed extended trip or hospital stay, kept you from telling us, we will extend the time periods.

Contact in event of Unauthorized Transfers

If you believe your online password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 901.756-2848 or write to us at: A Financial Federal Bank Online Banking Department, 1715 Aaron Brenner DR, Suite 100, Memphis TN 38120-2375. You also may notify us by sending us a fax at to: 901-747-4009, Attention: Online Banking Department.

In case of errors or questions about your electronic transfers, telephone us, email us, or write to us at the telephone number, email address or office address provided in the paragraph above. Contact us as soon as you can if you think your statement or receipt is

wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we mailed you the FIRST statement on which the problem or error appeared. When you contact us about your problem (including by telephone, email or fax), please

- Include your name and account number(s).
- Describe the error or transaction in question, and explain why you believe it to be an error.
- Tell us the dollar amount of the suspected error.
- If the problem involves a bill payment, tell us the checking account number used for payment, the payee's name, date for which the payment was scheduled, payment amount, and any applicable payee account number or reference number.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

The following three paragraphs apply if your complaint or error is with regard to a Consumer Account:

We will determine whether an error occurred within 10 Business Days after we hear from you and correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days 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 we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts (an account that has been opened for 30 days or less), we may take up to 20 Business Days to provisionally credit your account for the amount you think is in error.

We will tell you the results of our investigation within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

Confidentiality -- Disclosure of Account Information

You authorize us to disclose to third parties, agents, and affiliates, such as independent auditors, consultants or attorneys, information you have provided that we have obtained about your accounts and the transfers you make:

- To comply with government agency requests or court orders.
- To verify the existence and condition of your account to a third party, such as a

- credit bureau or merchant.
- To provide services relating to your account or to offer other products and services.
- To other entities if you give us permission.

Please refer to our Privacy Disclosure that we provided to you for a complete description of our policies and practices relating to the disclosure of your information to third parties. Our Privacy Disclosure is available by calling us at 901-756-2848.

Preauthorized Credits/Deposits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company the person or company making the deposit will tell you every time they send us the money OR you can call us at 901-756-2848 to find out whether or not the deposit has been made.

Periodic Statements

You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly.

Fees and Charges:

Service Fee

Service	Fee
Online Banking - Account and balance inquiries - Funds Transfers/Loan Payments - Export online transactions	No charge for this service
Online Bill Payment - Personal Accounts - Business Accounts	No charge for this service

You agree to be responsible for any local or long distance telephone charges or Internet Service Provider (ISP) charges that you incur by accessing your accounts via the Online Banking Services.

VII. LIMITATIONS ON BANK LIABILITY

General Limitation: Financial Federal Bank is responsible only for exercising ordinary care in providing the Services, and except as provided under applicable law, we will not be liable for any loss, damage, or claim arising out of delay or failure in the performance of the Services in accordance with this Agreement. For Consumer Accounts, our liability for electronic transfers made to or from accounts is subject to the Electronic Funds

Transfer Act and other applicable laws. Under these laws, if we do not complete a transfer to or from your bank account on time or in the correct amount according to our agreement with you, and if the transfer was to or from a Consumer Account, we will generally be liable for your losses or damages. However, there are some exceptions. We will not be liable:

- If, through no fault of ours, you do not have enough money in your account to make a transfer or bill payment.
- If a legal order directs us to prohibit withdrawals from the account
- If your account is closed or if it has been frozen
- If a hold has been placed on your account for uncollected funds
- If the transfer or payment would cause the account to become overdrawn beyond the balance of the account plus any overdraft protection
- If you, or anyone you allow, commits fraud or violates any law or regulation
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly
- If you have not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount of the payee on a bill payment
- If you have not properly followed the instructions for using the online banking Bill Payment Service
- If circumstances beyond our control (such as fire, flood, hurricane, improper transmission or handling of payments by a third party) prevent the transfer or bill payment, despite reasonable precautions taken by us
- There may be other exceptions stated in our agreement with you

Access: We will not be responsible for failure to provide access or for interruptions in access to the Services due to a system failure or due to other unforeseen acts or circumstances.

Your Computer Equipment or Software: We will not be responsible for any errors or failures from any malfunction of your computer or any computer virus or other problems related to your computer equipment used with the Services. We are not 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®®, Netscape Navigator®®, or otherwise), your Internet Service Provider (ISP), 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) to access or communicate with us when using the Online Banking Services.

Online Bill Payment: We are not responsible for postal delays or processing delays by the payee for any bill payment made through our Bill Payment services.

NO CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL FINANCIAL

FEDERAL BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THIS AGREEMENT, INCLUDING THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE SERVICES.

VIII. COMPUTER AND BROWSER SECURITY

Security: Financial Federal Bank endeavors to provide you with the highest quality online banking available. However, the unpredictable nature of the Internet causes occasional inaccessibility to our website. We remind you that the Internet lacks inherent security for commercial transactions and we do not guaranty that downloads from our website will not contain a virus or other destructive device. Additionally, you provide, request, and receive information from our website with the knowledge that such information can be intercepted and/or viewed by unknown and unauthorized parties. To reduce the risk associated with internet banking, we work with technology partners to provide most secure environment possible for our customers. When you accept this Agreement and use the Services, you acknowledge and agree that the Services include security measures that are commercially reasonable. We have adopted the following specific security measures:

Communications Security: Our system requires that data-exchanged between your personal computer and our computer networks are encrypted with 128-bit encryption. Encryption is accomplished through Secure Sockets Layers (SSL), which utilizes mathematical formulas to 'encrypt' or hide information from prying eyes on the Internet. Additionally, if SSL detects that data was added or deleted after you sent it to the bank, the connection will be severed in order to guard against any tampering. The most popular browsers have the SSL security feature included.

Environment Security: Our computer system does not connect directly to the Internet. It is isolated from the network via a 'firewall.' A firewall is a combination of software and hardware products that designate parameters, and control and limit the access that outside computers have to the banks' internal networks and databases.

Login Security: User IDs and passwords are isolated from the Internet by being stored on Financial Federal Bank's computer. This way, the risk of passwords and IDs being accessed or downloaded by anyone on the Internet is greatly reduced. Additionally, user passwords can vary from eight to sixteen characters, which means the chance of randomly guessing a password is less than one in one billion. The system also checks for invalid logins and automatically disallows a user after five invalid attempts. This reduces the risk that an unauthorized person can gain access to our system.

Password Security: You will be responsible for maintaining one of the most important security measures: your password. When you receive your online banking password, be sure to keep it a secret. Memorize it, or write it down and keep it in a safe place. It is not recommended you carry your password in your purse or wallet. Make sure no one watches you enter your password and always close your browser when leaving the computer. Make sure you regularly scan your computer for viruses that could be used to

capture password keystrokes. You ultimately hold the key to your password security.

Multifactor Authentication: When you sign-up for Online Banking Services you will be required to establish a security image and three security questions. Your security image will help to confirm that the website you are visiting is authentic and your passcodes will serve as a second layer of security to verify your identity on non-registered computers.

IX. Other Provisions

Electronic Notice: With your consent, we may send notices to you by electronic mail (e-mail). You may use e-mail to contact us about inquiries, maintenance, and/or some problem resolution issues. E-mail may not be a secure method of communication. We therefore recommend that you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately, especially to report a lost or stolen PIN, or to stop a payment. In these cases, **do not use e-mail**. Instead, call us at 901-756-2848, during regular business hours, Monday - Thursday 8:00 a.m. - 5:00 p.m., Friday 8:00 a.m. - 4:00 p.m., excluding Bank Holidays.

Warranty and Software Limitations: NEITHER WE, NOR ANY OF OUR SUBSIDIARIES, ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS), UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

Ownership of Website: The content, information and offerings on our Website are owned by Financial Federal Bank, and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

Geographic Restrictions: The Online Banking Services described in this Agreement and available on our Website are solely offered to citizens and residents of the United States of America currently residing in the United States. Citizens and residents outside the United States may not be able to access our Online Banking or Bill Pay Services.

Entire Agreement: The terms of this Agreement are cumulative with and in addition to the terms of the Deposit Account Terms and Conditions, and together represent our complete agreement with you relating to our provision of Online Banking Services. Except as expressly provided above, no other statement, oral or written, including language contained in our Website is part of this Agreement.

Assignments: You may not assign this Agreement to any other party. The Bank may assign this Agreement or certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

Disputes; Arbitration Agreement: In the event of a dispute regarding the Services, you and we agree to resolve the dispute by looking to this Agreement and . For Consumer Accounts, this Agreement is subject to the terms of the Arbitration Agreement between the parties.

No Waiver: We shall not be deemed to have waived any of our rights or remedies

hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

X. Proceed with Enrollment for the Services

By clicking on the "I agree" button below, you represent that you are the owner of an Account to be enrolled in the Online Banking Services and/or have been authorized by the owner to enroll for the Services. Clicking on the "I Agree" button also indicates your acceptance of the terms and conditions of this Agreement in this electronic format.

(If you do not agree, choose cancel below.)