

ONLINE BANKING SERVICE AGREEMENT

I. GENERAL DESCRIPTION OF AGREEMENT

A. What This Agreement Covers

This Agreement between you and The Bank of Tampa (the "Bank") governs the use of Online Banking. These services permit Bank of Tampa clients (consumers, sole proprietors, and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a personal computer.

B. Accepting the Agreement

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

C. Relations to Other Agreements

Your use of the Online Banking services may also be affected by the agreements between us for your deposit, loan, and other linked accounts. When you link an account to Online Banking services, you do not change the agreements you already have with us for that account. For example, when you use Online Banking 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 Online Banking services.

II. ONLINE BANKING SERVICES

A. Online Banking for Consumers and Businesses:

To use Online Banking you must have:

- An Internet access device with service through an Internet service provider.
- An Online Access ID and Online password.

See page 14 of this Agreement for a listing of hardware and software requirements.

You may use Online Banking to:

- Transfer funds to your linked Bank of Tampa checking, savings, or money market deposit accounts from your linked Bank of Tampa checking, savings or money market deposit, or line of credit accounts.

- Transfer funds as a payment to your linked Bank of Tampa line of credit, installment loan or other loan from your linked Bank of Tampa checking, money market deposit, savings, or line of credit accounts.
- View current balance information for your linked Bank of Tampa checking, money market deposit, savings, CD and non-brokerage IRA accounts, as well as lines of credit, or other types of loans.
- Review transactions for up to 18 months (after initial sign up to Online Banking) for your linked checking or money market deposit accounts.
- Review transactions for up to 12 months for your linked savings account.
- Perform self-service account maintenance such as re-ordering checks, printing copies of recently paid checks, ordering copies of previously paid checks, requesting copies of monthly checking or savings statements, stopping payments on checks, request a change of address and phone number, and changing your password.

Some of the above services may not be available for some accounts.

Note: If you access Online Banking through Personal Financial Management (PFM) software, or another indirect service, all of the features of Online Banking may not be available. To access all of the features and services offered by Online Banking, sign on directly through our web site at www.bankoftampa.com.

B. Bill Payment and Presentment Services

If you choose to add WebPay Billing and Payment Services, provided through CheckFree, in addition to the Online Banking features listed above you may also:

- Make one-time or recurring payments online from your 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.

C. Additional Services

Designated for business, we offer the ability to create multiple Online Access IDs, each with the access level you designate. In some circumstances, we also permit you to link the accounts of other businesses you own or control. See Section VI below for special registration procedures and application terms.

III. DESCRIPTION OF SERVICES

A. **Transfers: Processing of Transfer Requests**

- Transfers can be made to your linked Bank of Tampa checking, savings or money market deposit accounts from your linked checking, savings, money market deposit, or line of credit accounts.
- Transfers can be made as payments to your linked Bank of Tampa line of credit, installment loan, or other loan account from your linked Bank of Tampa checking, money market deposit, savings, or line of credit 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 account agreement and fee schedule for details.
- Transfers you submit from a Bank of Tampa deposit account (checking, savings, or money market deposit) are immediately reflected in your balances for that account. Transfers entered before the cut-off time of 5:00 PM 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. All transfers from a deposit account are reflected on your statement with the business date/day they were processed.
- Express Transfers you submit from a Bank of Tampa line of credit account are immediately reflected in your available credit for that account. Express Transfers entered before the cut-off time of 5:00 PM Eastern Time (ET) on a bank business day are processed on that bank business day. Express 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. All transfers from a Bank of Tampa line of credit are reflected on your statement with the business date/day they were processed.
- *Cut-off Times for Crediting Transfers:* The crediting of funds depends on the type of account you are transferring to and the daily cut-off time. Online Banking Express transfers to Bank of Tampa deposit accounts are immediately reflected in the account balance online and at ATMs. In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks, direct debits), they must be entered before the cut-off time of 5:00 PM ET. To avoid possible fees for paying or returning overdraft items, please be sure to make your transfers before the cut-off time.

B. Online Banking WebPay Bill Payment Processing

- Payments can be scheduled from Bank of Tampa checking accounts only.
- 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 Online Banking using WebPay are processed in one of two ways:
 - *Electronic Transmission:* Most payments are made by electronic transmission.
 - *Check:* All of 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 issue either a consolidated check or an individual 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.
- 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. The Bank of Tampa will not be responsible for any late fees, finance charges, or other action taken by the Payee.

C. Limitations and Dollar Amounts for Transfer and Payments

The WebPay Billing and Payment Service, provided through CheckFree, permits you to use your Internet-enabled device to direct payments from your designated Bank of Tampa Bill Pay account to third parties you wish to pay. Your Bill Pay Account must be a checking account. All payments you make will be deducted from the account that you designate as your Bill Pay account for the WebPay Billing and Payment service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. CheckFree reserves the right to restrict types of merchants to whom payments may be made using the Service from time to time. You should not use the WebPay Billing and Payment service to make

payments to settle securities purchases, payments to interest bearing accounts; tax payments or court ordered payments. Payments for these merchants will be your sole responsibility if delayed or improperly processed or credited. Refer to the online help brochure located within CheckFree's website for additional information.

You agree to have available and collected funds on deposit in your designated account in amounts sufficient to pay for all requested transfers and Bill Payments, as well as any other payment obligations you have to the Bank. The Bank and CheckFree reserve the right, without liability, to reject or reverse a transfer or Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Bank or CheckFree has not exercised their right to reverse or reject a transfer or Bill Payment, you agree to pay for such payment obligations on demand. You further agree that the Bank, at its option, may charge any of your accounts with the Bank to cover such payment obligations. We reserve the right to impose fees for paying or returning overdraft items, over-the-limit or similar fees. We reserve the right to discontinue the WebPay Billing and Payment service if you fail to have sufficient available funds to cover your bill payment requests. The Bank is under no obligation to notify you if it does not complete a payment or transfer because there are non-sufficient funds in your account to process the transaction. In all cases you are responsible for making alternate payment arrangements or rescheduling the payment through the service.

D. Canceling Payments and Transfer

You cannot cancel your transfer after it has been entered in Online Banking and the information has been transmitted to us. You can use Online Banking to reverse a transfer after it has been entered.

In order to cancel future dated payments, you must sign into Online Banking WebPay and follow the directions provided on the Bill Pay screens. The cancel feature is found in the "Payment History" or "Recurring Payments" section.

You may cancel or edit any scheduled payment (including recurring payment) by following the directions within the WebPay screens. If a payment's status is "Processed" you can no longer cancel it. After you cancel a payment, the status changes to "Canceled." Canceled payments remain in your payment history.

E. e-Bills

e-Bills is a feature of the WebPay service that enables you to receive bills electronically from participating Payees. You must have the Online Banking WebPay service in order to receive e-Bills.

- *Approval of e-Bills:* Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in the decision. Participating Payees generally take up to five business days to approve an e-Bill set-up request.
- *Timely Delivery of e-Bills:* We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee.
- *Stop e-Bills:* All parties have the right to cancel the e-Bill service at any time. CheckFree will notify you if a Payee discontinues/stops e-Bills. If you request that an e-Bill be discontinued, you should allow no less than 7 business days for the Payee to receive and process your request.
- *Privacy:* When you establish e-Bills with a participating Payee, you will provide certain information which will be forwarded on to the Payee to complete your enrollment. If you have any concerns about their use of this information, you should contact your Payee directly.

F. Accounts Linked to Your Online Banking Service

If you have any questions about the accounts linked or the activity level assigned to an account, please call us at 813-998-1950 and a representative will discuss the options available to you.

G. Activity Levels for Linked Accounts

There are two activity levels that can be assigned to your linked accounts. They are:

- *Inquiry:* This level allows you to obtain the current account balance and transaction information. This level does not allow transfers of funds between linked accounts.
- *Financial:* This level allows you to obtain account information, to transfer funds between linked accounts, to add WebPay Bill Payment and Presentment services, and certain other banking services.

When you first open Online Banking, all of your linked accounts are assigned the activity level of "Financial." If you want to change the activity level assigned to your linked accounts, please call us at 813-998-1950 and an Online Banking representative will discuss the options with you.

IV. OTHER TERMS AND CONDITIONS

A. Monthly Service Charges

- *Online Banking Service:* There is no monthly service charge for accessing your linked account with the Online Banking service.
- *Online Banking with WebPay Service:* There is no monthly service charge for paying and receiving bills via Online Banking with WebPay for Personal Clients. For business clients, a charge of \$8.00 will be charged to your primary checking account or to your analysis account.

B. Other Charges

The monthly service charge for Online Banking with the WebPay service is in addition to the fees and charges that apply to all of your linked accounts. Please refer to our Schedule of Fees for a complete listing of fees and charges. You should note that depending on how you access Online Banking, you might incur charges for:

- Normal account fees and service charges.
- Any Internet Service Provider fees.
- Purchase of software programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Online Banking services from a savings account may result in an excess transaction fee. See your savings account agreement and a current Schedule of Fees for details.
- Additionally, fees may be assessed for the use of self-service features available through Online Banking Customer Service such as stop payment requests, check copy orders and account statement copy orders. Please consult your deposit account fee schedule to see if your accounts are subject to these fees.
- 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.
- We may charge you an account research fee of \$25 an hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine an error occurred.

C. Service Hours

Online Banking 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 Online Banking.

D. Business Days

For Online Banking Services, our business days are Monday through Friday, excluding bank holidays.

To have a transfer processed on the same business day, we must receive your instructions before the cut off time referred to in Section III, paragraph A.

E. Canceling Your Online Banking Services

If you choose to cancel your Online Banking Services, any unprocessed payments will be cancelled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. If you close your designated checking account, or if it is no longer linked for your service, your Online Banking Service will end.

F. Joint Accounts

When your Online Banking 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.

G. Changes to Agreement

We may change this agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Commercial Online Banking services after the effective date of a change, you indicate agreement with the change.

H. Cancellation

Your Online Banking services remain in effect until they are terminated by you or The Bank of Tampa. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking email, or by calling the Online Banking Department at 813-998-1950. This cancellation applies to your Online Banking Services and does not terminate your Bank of Tampa accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Online Banking services for any reason, at any time. We will try to notify you in advance, but are not obligated to do so.

I. Transfers from Money Market Deposit and Savings Accounts

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers – including Online Banking services transactions – from money market deposit and savings accounts. For money market deposit accounts, you are limited to six (6) preauthorized and telephone transfers, checks and point-of-sale transactions per monthly statement cycle. For savings accounts, you are limited to six (6) preauthorized and telephone transfers per month. Point-of-sale transfers and checks are not permitted on savings accounts. (For information on these accounts, including fees for exceeding transaction limits on savings accounts, see your account opening disclosures and the current Schedule of Fees.) Each transfer or payment through an Online Banking service from your money market deposit or savings account is counted as one of the six (6) limited transfers you are permitted each statement period. We recommend that you do not use a money market deposit account as your WebPay bill payment account because of these restrictions.

J. Contact by The Bank of Tampa or Affiliated Parties

No employee of The Bank of Tampa, or company affiliated with The Bank of Tampa, will contact you via email or phone requesting your Online Access ID or password. If you are contacted by anyone requesting this information, please contact us immediately.

K. Reporting Unauthorized Transactions

Call us at 813-998-1950 (or your account officer) during regular banking hours. You may also write us at:

The Bank of Tampa
EFT Customer Service
Post Office Box 31319
Tampa, FL 33633-1129

L. Account Statements

We report your Online Banking transactions on the monthly or quarterly statements for your linked accounts. A description of each transaction, including who you paid, the date and amount of the transaction will appear on your statement.

M. Alerts. Your enrollment in The Bank of Tampa Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your The Bank of Tampa account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. The Bank of Tampa reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your The Bank of Tampa Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicated to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text “STOP” to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in The Bank of Tampa Online Banking. For help with SMS text alerts, text “HELP” to 96924. In case of questions, please contact customer service at 813-998-1950. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. The Bank of Tampa provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside The Bank of Tampa’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold The Bank of Tampa, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys’ fee, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

N. Account to Account Transfer

Introduction. This Account to Account Transfer Terms of Service document (hereinafter “Agreement”) is a contract between you and Bank of Tampa (hereinafter “we” or “us”) in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (the “Site”). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.

Description of Account to Account Transfer Service. The Account to Account transfer service (the “Account to Account Transfer Service”) enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.

Definitions

- a. “Account” means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
- b. “ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- c. “Affiliates” are companies related by common ownership or control.
- d. “Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- e. “Eligible Transaction Account” is a transaction account from which your transfer will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
- f. “External Account” is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
- g. “Payment Network” means a debit or credit network (such as the ACH Network or ACCEL/Exchange payment network) through which funds may be transferred.
- h. “Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
- i. “Transfer Instruction” is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.

Service Providers. We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfer conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to extend any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

Authorization and Processing

- a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfer properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
 1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the

transfer or the transfer would exceed the credit limit of your overdraft account;

2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 10 (Refused Transfer) below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

Transfer Methods and Amounts. There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

Transfer Cancellation Request. You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return an unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

Stop Transfer Request. If you desire to stop any transfer that has already been processed, you must contact for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

Account to Account Transfer Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including, without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account Section 22 (Failed or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

Refused Transfer. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

Returned Transfer. In using the Account to Account Transfer Service, you understand transfer may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

Notices to Us Regarding the Account to Account Transfer Service. Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent to postal mail to: The Bank of Tampa, Post Office Box One, Tampa, FL 33601. We may also be reached at 813-872-1200 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

Notice to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.

Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DAILING SYSTEM (“ATDS”), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

Receipts and Transaction History. You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

Your Privacy; Privacy of Others. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

Eligibility. The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

Prohibited Transfer. The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfer related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

- f. Transfers relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other “get rich quick” schemes or multi-level marketing programs, (2) are associated with purchase of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following “money service business” activities: the sale of traveler’s checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfer relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Services) above of any violations of the Agreement generally.

Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with customer care for the Account to Account Transfer Service in the manner set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service 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 password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

Failed or Returned Transfer Instructions. In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction **Account**, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting customer care for the Account to Account Transfer Service as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or contact information.

Information Authorization. Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.

b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by

us. We will not share with service providers any information that personally identifies the user of the applicable device.

Account to Account Transfer Service Termination, Cancellation, or Suspension. If you wish to cancel the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

Intellectual Property. All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors.

You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

Links and Frames. Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

Password and Security. If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by

anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

Amendments. We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, 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 Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.

Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).

Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

Disputes. In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.

Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws 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. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including

attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.

Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. 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.

Exclusions of Warranties. THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES,

EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this

Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

V. ADDITIONAL PROVISIONS

This Agreement supplements other Electronic Fund Transfer disclosures that you received at the time you opened your deposit account with us. Please refer to these disclosures for additional information. Copies of these disclosures are available at any Bank of Tampa location.

A. In Case of Errors or Questions about Your Electronic Transactions

If your account is a business account (the account is owned by anyone other than an individual, or is not used primarily for personal, family or household purposes), Federal laws limiting your liability for unauthorized electronic transactions do not apply, and you assume responsibility for all electronic transactions that post to your account. If you notify us of an error or an unauthorized electronic transaction posting to your business account, we will promptly investigate your claim, request a refund of any amounts believed to be in error, and promptly credit any refunds received. However, if your claim is denied, the Bank's investigation will end, and you will be liable for the transaction in question. Where possible, the Bank will assist you in your attempts to resolve the dispute (such as by providing copies of documents used in our investigation), but we will not reimburse you for any losses you incur.

If your account is a personal account (an account owned by an individual(s), used primarily for personal, family or household purposes), you have certain protections under Federal law. This law governs our responsibility to investigate your claim of an error or unauthorized transaction, and limits your liability for losses related to these transactions. The following information supplements other Electronic Fund Transfers disclosures that were provided to you at the time you opened your deposit account with us. Please refer to these disclosures for additional information regarding electronic transactions. Copies of this disclosure are available at any Bank of Tampa location.

Call us at 813-872-1200 (or your account officer) during normal banking hours or write us at:

The Bank of Tampa
EFT Customer Service
Post Office Box 31319
Tampa, FL 33633-1129

AT ONCE if you think:

- Your statement or transaction record is wrong,
- You need more information listed on the statement.
- An unauthorized person has discovered your Online Banking Access ID or password.
- Someone has transferred or may transfer money from your account without your permission.

- Bill payment transactions have been made without your authorization.

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 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 payee if the transaction in question is a payment.
- A description of the transaction you are unsure of.

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 (within 20 business days for new accounts) 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 (up to 90 days for new accounts or point-of-sale transactions) to investigate your complaint or question. In this case, we 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 to not provisionally credit your account.

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

B. Limitation on Bank's Liability

Tell us at once if you believe your Online Banking 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. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available for overdraft protection.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction is 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 hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Online Banking Access ID and password, you are authorizing that person to use your service, and you are responsible for all transactions the person performs using your service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

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

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 the Online Banking System, 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 Online Banking System to affect or to attempt to affect 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 Online Banking System, 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 the Online Banking System, 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 the Online Banking System (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.

C. 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 (or available credit under your overdraft protection plan) to cover the transaction or transfer.
- If Online Banking 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.
- There may be other exceptions not specifically mentioned.

D. Acknowledgement of Commercially Reasonable Security Procedures

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. 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).

E. 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 Online Banking System, and the Bank hereby disclaims the same. You hereby accept the Online Banking System "as is" and with no warranties or representations from the Bank.

F. Use of Online Banking System

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

G. Confidentiality

The Bank shall take reasonable precautions to insure that any customer information input into the Online Banking 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 Online Banking System shall have satisfied its obligations to maintain the confidentiality of customer information input into the Online Banking 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.

H. 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 Online Banking 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.

I. 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 by providing written notice thereof to you at least thirty (30) days prior to the effective date of such amendment.

J. Separability of Provisions

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.

K. 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, or in the event of a sale, to any entity that acquires substantially all of its assets.

L. 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.

M. 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 Tampa, 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.

VI. ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS

A. Authorized Users

You have the ability to act as your own System Administrator and assign to each Authorized Representative an access ID ("ID") and a password which will be used to identify the Authorized Representative when he or she accesses the Online Banking System or you may choose to have the Bank assign access IDs.

You understand that as a System Administrator you may designate the activity level – Inquiry or Financial – for each linked account. You may also designate another User as an Administrator, which means that the other user will also be able to designate additional Users. You agree that by granting Financial access you will be allowing a user to transfer funds, perform account maintenance and view account transaction for the linked account. Inquiry access allows a user to view account transactions. If you elect to enable WebPay Bill Payment service for a user, they will automatically have Financial level access to all accounts that you have set up for WebPay Bill Payment and they will be able to pay bills using the WebPay feature. If you are a person authorized on the signature card for each linked account to designate signers for each account, the business has the obligation to inform the Bank of the new individual or individuals with such authority. Such notice must be given separately from any other notices given to other Bank departments or banking offices by calling us at 813-998-1950. You may also write us at:

The Bank of Tampa
Online Banking Department
Post Office Box One
Tampa, FL 33601-0001

THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING PASSWORDS THAT YOU ASSIGN THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND BEFORE WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

In the event you choose to have the Bank set up your Authorized Users as named in a separate notice to the Bank, you represent and warrant to the Bank that the persons named by you as an "Authorized Representative" are authorized by you to access the Online Banking System. You may add or delete any Authorized Representative by providing written notice thereof to the Bank. Such notice shall be effective no later than the fifth (5th) business day following the day of the Bank's receipt thereof. As used in this Agreement, the term "business day" refers to any calendar day, other than Saturday, on which the Bank is open for business.

B. Protecting your Passwords

You understand, and will cause each Authorized Representative to understand, that you and the Authorized Representatives are responsible for maintaining the confidentiality of the ID and password. You agree to notify, and to cause each Authorized Representative to notify, the Bank immediately of any actual, or even suspected, breach of the confidentiality of any ID or password. Such notification shall be made telephonically and in writing on the date of the actual or suspected breach of confidentiality. The Bank reserves the right to change your ID or any Password effective upon notice to you of such change.

You agree that we may send notices and other communications including password confirmation, 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 of Tampa 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 business.

THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND BEFORE WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

We may suspend or cancel your password even with receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. You acknowledge and agree that the Bank shall have no liability to you, or anyone claiming through you, for any loss resulting, directly or indirectly, from a breach of security of any ID or password. Any instruction that is verified by the Bank as originating from an Authorized Representative using the ID and password shall be deemed to have originated from an Authorized Representative. You and the Bank hereby agree that no other security procedures for unauthorized use of the Online Banking System have been established between the parties to this Agreement. In its sole discretion, the Bank may add or delete any procedures (security or otherwise) established under this Agreement, from time to time, upon written notice thereof to you.

C. Input of Information

The Bank will exercise reasonable care in processing the data that you input into the Online Banking System, but shall have no liability to you, or anyone claiming through you, for errors, failures or delays in such processing unless the Bank shall act with gross negligence or willful misconduct. You understand and agree that the Bank assumes no liability or responsibility for the accuracy, completeness or correctness of the data input into the Online Banking System. Consequently, the Bank shall not be liable or responsible for any data you input into the Online Banking System that is inaccurate, incomplete, not current or lost in transmission.

D. Automated Clearing House

The Bank will execute each properly authorized request made through the Commercial Online Banking System for any ACH transactions provided that the request is received by the Bank prior to 5:00 Eastern Time (ET) on a business day that is at least two (2) business days prior to the date on which the ACH is requested. Please refer to the separate ACH agreement for specific terms and conditions of ACH origination.

E. Fed Wire Transfers

The Bank will execute each properly authorized request made through the Online Banking System for any Fed Wire transactions provided that the request is received by the Bank prior to 5:00 Eastern Time (ET) and that funds are available at the time of the request. Please refer to the separate Wire Transfer Agreement for additional terms and conditions.

VII. ELECTRONIC DISCLOSURE AND CONSENT

You agree that we may provide you with all disclosures, notices, and other communications about Online Banking, including the Online Banking Service Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Online Banking Sign In page for a period of at least 30 days. You may download or print the notices from your computer if you have the hardware and software described below.

At your request, we will provide you with a paper copy of any of the above documents without a fee.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking. You may obtain copies of any documents we provided electronically or withdraw your consent by calling us at 813-998-1950.

Your System Requirements

In order for you to access and retain records in connection with Online Banking, your system must meet the following requirements:

- An IBM or Macintosh compatible computer
- Internet access
- Supported Internet Browsers
 - IBM/Windows
 - Microsoft Internet Explorer 6.0 or higher
 - Mozilla Firefox 2.0 or higher
 - Opera 7.54 or higher
 - Macintosh
 - Mozilla Firefox 2.0 or higher
 - Safari 1.0 or higher
 - Opera 7.54 or higher

To print or download disclosures you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.