



I Read the First National Bank of South Miami Online Banking Agreement below. I If you would like a copy of the Agreement, you can use your browser Print function to print this page. If you are unable to print the Agreement and you would like us to send you a copy, please send an e-mail to customerservice@fnbsm.com or write us at:

First National Bank of South Miami, Customer Service Department, 5750 Sunset Drive, South Miami FL 33143 I Click the "Accept" button below if you accept the First National Bank of South Miami Online Banking Disclosure Statement and Agreement. You will then continue the enrollment process. I Click the "Do not Accept" button below if you do not accept the First National Bank of South Miami Online Banking Disclosure Statement and Agreement. If you choose not to accept the Agreement, you will not be able to access the Online Banking feature.

FIRST NATIONAL BANK OF SOUTH MIAMI ONLINE BANKING DISCLOSURE STATEMENT AND AGREEMENT DEFINITION OF TERMS

- A. The terms "you" and "your" refer to users of the Service.
- B. The terms "we", "us" and "our" refer to First National Bank of South Miami.
- C. The term "PASSWORD" refers to the personal identification code that you use to access the Service.
- D. The term "Payee" refers to a merchant or other person scheduled to receive a payment through your use of the Service.
- E. The term "Service" refers to First National Bank of South Miami Online Banking as described in this Agreement, which is available through the First National Bank of South Miami web site.
- F. The term "Software" refers to the computer programs through which you are permitted to access the Service.
- G. The term "Agreement" refers to this First National Bank of South Miami Online Banking Disclosure Statement and Agreement.

1. **CONSENT TO ELECTRONIC RECORDS.** By activating First National Bank of South Miami Online Banking you are consenting to our providing you an electronic record of (1) this Agreement, and (2) your authorizations (the "Authorizations") of any preauthorized electronic transfers from your account.



You may request that the Agreement be provided to you now on paper. Even if you consent to an electronic record now, you may later withdraw that consent and have the Agreement and Authorizations provided to you on paper. There will be no fee charged if you request that the Agreement or Authorizations be provided to you on paper. The requests may be made by:

Writing us at First National Bank of South Miami, Customer Service Department, 5750 Sunset Drive, South Miami FL 33143; or

Calling us at 1-888-453-3794.

You may also call or write us to update the information that is needed to contact you electronically. Your consent applies only to our providing an electronic record of the Agreement and Authorizations. You must have a personal computer, a modem, an Internet Service Provider for Internet access, and the current version (set to 128-bit encryption) of one of the following web browsers: Netscape Navigator, Internet Explorer or America Online in order to gain access to and retain the electronic record of the Agreement and Authorizations.

2. **PURPOSE.** The primary purpose of this Agreement is to authorize banking transactions by electronic means. When you use, or you permit any other person to use, the Service, you agree to the terms and conditions of this Agreement.

3. **ELECTRONIC FUND TRANSFER ACT; CONSUMERS ONLY.** Some of the transactions permitted under this Agreement are governed by the Electronic Fund Transfer Act ("EFTA"), and some of the terms and conditions of this Agreement are disclosures required by the EFTA. Only consumers are entitled to the protection of the EFTA. Neither the timing requirements nor the provisional credit provision in Section 17 is applicable to a non-consumer (e.g., corporation, partnership, trust, etc.).

4. **SERVICES.** You may use the Service to request the following transactions for accounts that may be accessed through the Service:
Transfer funds between your checking and savings accounts;
Obtain certain account balance and transaction information;
Schedule the distribution of funds from your checking account to Payees which you have selected to receive payment;
Order us to stop payment of checks drawn by you on your checking accounts; and
Download your transactions into Quicken or Money.

We will not take actions based on your e-mail request until we have had a reasonable opportunity to perform the required research. E-mail messages to us may be delayed or may fail to be delivered. Do not use e-mail for any urgent matters, such as to report a lost or stolen ATM or debit card, or to report unauthorized transactions on your



accounts. The best way to report any of these issues is to call us at 1-888-453-3794, to speak with a First National Bank of South Miami Associate. Once you sign up for Online Banking, you may add the Bill Payment option. The Bill Payment service allows you to pay bills to any approved merchant, institution, or individual with a U.S. address, that you designate as a payee.

5. AUTHORIZATION

INITIAL SET-UP

To set-up your access to Online Banking - New online banking customers with personal accounts must contact an e-banking representative of First National Bank of South Miami to receive a First eBanking ID. All initial passwords will default to the last four digits of the social security number of the customer.

ACCOUNT ACCESS

Upon initializing online banking, the customer will be required to create a new alphanumeric password of 4-8 characters in length.

The Password used with the Service acts as the signature of the owner of the account. The Password identifies the user of the Service as an individual who is authorized to conduct transactions for the account and validates the directions given. By using your Password to gain access to the Service and directing us in your use of the Service, you authorize us to follow those directions. All electronic communications that are authenticated and validated by us will be deemed to be valid and given the same effect as written and signed paper communications. Your Password for the Service is a security method by which we are helping you to maintain the security of your account. Therefore, **YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PASSWORD.** You will be denied access to the Service if you do not enter the correct Password or other requested information.

6. **POSTING.** Transactions conducted on a business day before 8:00 p.m. (Eastern Standard Time) are posted to your account as of that business day. Transactions conducted at or after 8:00 p.m. (Eastern Standard Time) on a business day or on Saturday, Sunday or a holiday are posted to your account as of the next business day. Preauthorized transactions scheduled to be completed on a business day will be posted to your account as of that business day. Preauthorized transactions scheduled to be completed on a day other than a business day will be completed and posted to your account as of the next following business day. Preauthorized transactions scheduled to be completed on a day that does not exist in a certain month will be completed and posted to your account as of the last business day of the month. Transactions posted to your account as of a certain business day may not be reflected on account balances



revealed by your use of the Service until the next following business day.

7. FUND TRANSFER SERVICE. You may use the funds transfer service to schedule the transfer of funds between your First National Bank of South Miami checking and savings accounts with us. The Service allows you to make funds transfers in two ways:

A future dated transfer is a single transfer of funds to be made on a date you specify up to one month in advance.

An immediate transfer is a single transfer of funds to be made as soon as possible after you request the transfer. We reserve the right to limit the frequency and dollar amount of transactions from your account.

You may also advance funds from your First National Bank of South Miami Home Equity Line of Credit to a First National Bank of South Miami checking or savings account. Advances will be posted to your account on the same day if they are scheduled and completed by the 8:00 PM EST cutoff time. Payments may also be made to your First National Bank of South Miami Home Equity Line of Credit from your First National Bank of South Miami checking or savings account. We will process and credit the payment to the appropriate account effective the same bank business day, provided the payment is scheduled prior to the 8:00 p.m. EST cutoff time.

8. BILL PAYMENT SERVICE. You may use the bill payment service to schedule the distribution of funds from your checking account to Payees that you have selected to receive payment using the Service. The Service allows you to make bill payments in a number of ways:

A recurring payment is one of a series of payments of a fixed amount of funds to a Payee on a regular periodic basis.

A future dated payment is a single payment to a Payee to be made on a date you specify up to one month in advance.

An immediate payment is a single payment to a Payee to be made as soon as possible after you request the transfer.

Payments to Payees may be made by paper draft or, if the Payee accepts them, electronic fund transfers through the automated clearing house. A payment made by paper draft is drawn directly from your account, and will clear your account in normal time similar to a manually written check. Payments made via automated clearing house will be debited from your account at the time the payment is initiated to the payee by our processor.



You may not make a payment of alimony, child support, taxes or other court-directed or government payments, fines or penalties. Payments to Payees outside the United States are prohibited. We reserve the right to refuse to pay any Payee to whom you may direct a payment for any reason and without notice. A payment will not be made if the amount to be paid exceeds the amount of funds available in your account, including any available overdraft protection. You may obtain a paper copy of your authorization of a bill payment by printing a copy from the printer linked to your computer. Bill Payment cut-off time is 8:00 p.m. Eastern Standard Time. Bill Payments initiated after the cut-off time are processed on the next business day. After payment requests are transmitted, you may void a payment (if for example, a payment date or a payment amount is incorrect) as long as the payment is in a pending status and is not yet processed. If you wish to place a stop payment on a payment, and it is too late to void the payment as described above, please call a First National Bank of South Miami Associate at 1-888-453-3794. You may cancel your use of the bill payment service at any time by giving us at least ten (10) business days prior written notice of cancellation. Write to us at First National Bank of South Miami, Customer Service Department, 5750 Sunset Drive, South Miami, Florida 33143. If you cancel the bill payment service, any scheduled payments will not be made as scheduled.

PLEASE NOTE: PAYMENTS MADE THROUGH THE SERVICE REQUIRE SUFFICIENT TIME FOR THE PAYEE TO CREDIT YOUR ACCOUNT PROPERLY. TO AVOID LATE CHARGES BY THE PAYEE, YOU MUST SCHEDULE A PAYMENT SUFFICIENTLY IN ADVANCE (AT LEAST FIVE BUSINESS DAYS) OF THE DUE DATE OF YOUR PAYMENT. WE CANNOT GUARANTEE PROMPT RECEIPT AND PROCESSING OF PAYMENTS BY PAYEES. WE SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED OR OTHER ACTION TAKEN BY A PAYEE BECAUSE OF A LATE PAYMENT, INCLUDING BUT NOT LIMITED TO FINANCE CHARGES AND LATE FEES.

9. STOP PAYMENT ORDERS. An order by you to us, using the Service, to stop payment of a check drawn by you on your checking account is subject to applicable law concerning stop payment orders, and such an order, using the Service, shall be considered to be an order made in writing.

10. ACCOUNT RULES AND REGULATIONS. You agree that the use of the Service is subject to the rules and regulations of each account and any other applicable agreements you have with us.

11. ACCOUNT TRANSFER LIMITS. Transfers out of your savings account, including a money market deposit account, may be limited to six per month or monthly statement cycle (including, in the case of a money market deposit account, no more than three of such six transfers by check, draft, debit card or similar order payable to third parties) in accordance with the agreement that governs an account. These limits are imposed by



federal law. If the limits are exceeded, we reserve the right to charge a fee, close the account or reclassify the account as a transaction account.

12. FEES. We charge a fee for an order to stop payment of a check drawn by you on your checking account and for transfers in excess of the limits described in Section 11 above, as provided in our fee schedule, as such schedule may change from time to time. There is no charge to use the Service.

13. About Fees Generally. You authorize us to deduct all applicable Bill Payment fees from the Payment Account. In the event, there are insufficient funds; we may charge the fees to any deposit account you have with us. We may change or add fees for Bill Payment by following the procedures outlined in Section 22 for amending this Agreement. In addition to the fees noted here, the service charges and fees provided for in your Account Disclosure will continue to apply. Inactivity. If you do not use Online Banking for three consecutive calendar months, we reserve the right to discontinue your Online Banking service without prior notice.

14. HOW TO CONTACT US. If you believe your Password has been lost or stolen or that an unauthorized transfer from any of your accounts has occurred or may occur, please contact us immediately by calling us at 1-888-453-3794, or writing to us at First National Bank of South Miami, Customer Service Department, 5750 Sunset Drive, South Miami, Florida 33143. You may be denied access to the Service until the Service is reactivated and a new Password selected.

15. RECORD OF TRANSACTION. We will mail or deliver statements for your bank accounts periodically as provided for in the Account Disclosure. In addition to reflecting your other account activity, your statement will include any transaction made using Online Banking.

16. PREAUTHORIZED PAYMENTS. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at 1-888-453-3794, or write to us at First National Bank of South Miami, Customer Service Department, 5750 Sunset Drive, South Miami, Florida 33143, in time for us to receive your request three business days or more before the payment is scheduled to be made. You may call us 9:00 a.m. to 4:00 p.m. Monday through Thursday, and 9:00 a.m. to 6:00 p.m. Friday, but not on a holiday. If you call, we may require you to put your request in writing within 14 days after you call. When you make the request, you must tell us your name and account number, the name of the Payee, the exact amount of the payment you want stopped and the date the payment is scheduled to be made. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.



17. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.

Telephone us at 1-888-453-3794, or write to us at First National Bank of South Miami, Customer Service Department, 5750 Sunset Drive, South Miami Florida 33143, as soon as you can if you think your statement is wrong or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. You must provide us with the following information:

A. Tell us your name, account number and Payee, if applicable.

B. Describe the error or the transaction you are unsure about and explain as clearly as possible why you believe it is an error or why you need more information; and

C. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within ten business days (5 business days for debit card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within ten business days (5 business days for debit card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within ten business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. You agree to cooperate fully in any investigation. We will tell you the results within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. Be advised that there may be a charge for those copies. If we decide there was no error, we will send you a written explanation. If we credited your account with funds while investigating an error, you must repay those funds to us immediately if we conclude no error has occurred.

18. CONSUMER LIABILITY. Tell us AT ONCE if you believe your PASSWORD has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your overdraft protection balance). If you believe your PASSWORD has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your PASSWORD without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PASSWORD, and we can prove we could have stopped someone from using your PASSWORD without your



permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you disclose your PASSWORD to anyone, you assume all risks and losses associated with such disclosure. You are responsible for all transactions you authorize using the Service.

19. DISCLOSURE OF ACCOUNT INFORMATION. We shall disclose information to third parties about your accounts or the transactions you make:

- A. Where it is necessary to complete transactions or investigate transaction errors and verify transactions;
- B. In order to verify the existence and standing of your accounts with us upon the request of a third party, such as a credit bureau, merchant or payee;
- C. In accordance with your written permission; or
- D. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports.

20. CUT-OFF HOURS; SERVICE AVAILABILITY. Transactions that you complete at any of our branches or automated teller machines before the end of business will be reflected on your Online Banking account history the next morning. Transactions that you complete through Online Banking are reflected as soon as the transaction is confirmed. Online Banking may not be available periodically due to system maintenance.

21. OUR LIABILITY. If we fail to complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- A. There are insufficient funds in your account to make the transfer through no fault of ours;
- B. The funds in your account are unavailable;
- C. The funds in your account are subject to legal process;
- D. The transaction you request would exceed the funds in your account plus any available overdraft protection;
- E. Your Password has been reported lost or stolen or your Service privileges have been suspended;
- F. We have a reason to believe that the transaction requested is unauthorized;
- G. The failure is due to an equipment breakdown which you knew about when you started the transaction;
- H. The failure was caused by an act of God, fire or other catastrophe, or by an electrical



or computer failure or by another cause beyond our control, despite reasonable precautions we have taken;

I. You attempt to complete a transaction using the Service which is not a permissible transaction;

J. The transaction would exceed security limitations on the use of the Service;

K. You have not given us complete information or properly followed our procedures on how to complete the transaction; or

L. The Payee does not credit your payment properly.

There may be other exceptions in our rules and regulations, or other agreements between us. **LIMITATION ON OUR LIABILITY. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS THE SERVICE, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.**

22. AMENDMENT OF THIS AGREEMENT. We may change the terms of this Agreement at any time, including changes to the Service. We will notify you of the changes as required by law. Your use of the Service, including any new or additional service, after the effective date of the change will constitute your acceptance of and agreement to the change. We have the right to suspend or cancel the Service in whole or in part, at any time, without cause or notice. Your Service privileges may also be revoked if the account that is used with the Service becomes overdrawn. If the Service is suspended or cancelled, you understand that any scheduled transactions will not be made as scheduled. Suspension or cancellation shall not affect your liability or obligations under this Agreement.

23. DATA RECORDING. When you contact the Service to conduct transactions, the information and electronic mail messages you enter will be recorded. By using the Service, you consent to such recording.

24. TERMINATION. Either you or we may terminate this Agreement and your use of the Service at any time upon giving written notice of the termination to the other party. If you terminate the Service, you authorize us to continue making transfers you have previously authorized until we have had a reasonable opportunity to act upon your termination notice. If we terminate your use of the Service, we reserve the right to make no further transfers or payments from your accounts, including any transactions you have previously authorized.

25. CONSENT OF JURISDICTION. You agree, whether you reside in the State of



Florida or not, that you submit yourself and consent that any matter in connection to any dispute involving the subject matter of this agreement shall be adjudicated under the jurisdiction of the Eleventh Judicial Circuit in and for Dade County, Florida, and in any case which is brought in federal court, in the United States District Court for the Southern District, Miami Division. This paragraph shall not be construed as a waiver of any dispute resolution provision in the Account Disclosure or any other document governing your account with us.

26. **WAIVER OF JURY TRIAL.** Each of us, as parties to this Agreement, waive our respective rights to a trial by jury on any claim or cause of action based upon or arising out of or related to this agreement or the transactions contemplated hereby, in any action, proceeding or other litigation of any type brought by either of us against the other, whether with respect to contract claims, tort claims, or otherwise. Each of us agrees that any such claim or cause of action shall be tried by a court trial without a jury. Without limiting the foregoing, each of us further agrees that our respective right to a trial by jury is waived by operation of this action as to any action, counter claim or other proceeding which seeks, in whole or in part, to challenge the validity or enforceability of this Agreement or the other documents or any provision hereof or thereof. This waiver shall apply to any subsequent amendments, renewals, supplements or modifications to this Agreement.

27. **ASSIGNMENT.** We may freely assign any rights, remedies or other matters controlled by this Agreement without notice. You agree that you will not assign any rights, remedies or other matters controlled by this Agreement without our written approval.

28. **LIABILITY FOR LOSS OR ERRONEOUS DATA.** Each party will bear the liability or the risk of any error or loss of data, information, transactions or other losses, which may be due to the failure of their respective computer system or third party communications provider on which each party may rely. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your use of your computer system.

I accept the First National Bank of South Miami Online Banking Agreement and disclosures with electronic delivery of this document: When you click on ACCEPT you will be taken to the final step in the enrollment process where you will be asked to enter your PIN. When you click on DO NOT ACCEPT you will be returned to First eBanking Overview.