

## MIDFLORIDA ONLINE SERVICES

### Online Banking, Mobile Banking, Bill Payment Services

#### TERMS AND CONDITIONS

By clicking "I Agree" below, or by using Online Services or allowing others to use Online Services, you agree that the following Terms and Conditions, along with such other terms and conditions, or amendments thereto, as may be established from time to time by MIDFLORIDA Credit Union and published online or otherwise communicated to you, govern the manner in which MIDFLORIDA Credit Union will provide MIDFLORIDA Online Services to you. These services are also governed by the "Terms and Conditions of Your Account" published from time to time, which are incorporated herein by reference; however, in the event of conflict between the "Terms and Conditions of Your Account" and these Terms and Conditions, these Terms and Conditions will control with respect to Online Services. Please read these Terms and Conditions carefully and keep them for future reference. You may be able to use some services without using all services. Some services may not be available to you.

#### GENERAL TERMS AND CONDITIONS

**Definitions.** The words *you* and *your* refer to any and all of the persons completing the online registration. The words *we*, *us*, and *our* refer to MIDFLORIDA Credit Union. The words *your share accounts* refer to all of the deposit accounts that are tied to your member number. The words *your loan accounts* refer to the loan accounts with us on which either or all of you are obligated to us. The words *your accounts* refer to your share accounts and your loan accounts. The words *online services* or *our internet service* refer to our online banking service, online bill payment program, mobile banking service, and all other applications and services accessed through our website or online banking portal. The word *terms* refers to these Terms and Conditions. The words *Payment Date* refers to the date designated by you in your payment and/or transfer instruction. The words *Confirmation Number* refers to the transaction confirmation number that you will receive for each properly instructed payment to an eligible merchant and/or transfer to a targeted account. *ACH* refers to Automated Clearing House.

**Customer Service Information.** Our Customer Service for MIDFLORIDA Online is available at 863-688-3733 or toll free (866) 913-3733. Mail may also be addressed to:

MIDFLORIDA Credit Union  
PO Box 8008  
Lakeland, FL 33802-8008

**Security.** We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website. You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using Online Banking, Mobile Banking and Bill Pay Service. You agree you will not give out account information, Login ID or Passwords, leave your computer unattended while on Online Banking, allow your computer to store your Login ID and Password, or leave account information in view or range of others, nor will you send any private account information via a public or general email system. You also agree to log out of Online Banking completely if you are using a public computer. You agree not to leave your device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, Password or other access information to any unauthorized person. If you allow access to Online Banking, Mobile Banking and Bill Pay Service to an unauthorized user, you will be responsible for any transaction they authorize and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your accounts. We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize your password and do not write it down. You are responsible for keeping your password and account information confidential.

**Access to Accounts Via the Internet.** Subject to these Terms and Conditions, we will provide you with our online banking service pursuant to which you can access your accounts by computer via the internet through our website or through the browser on your mobile device using your username and password and providing such other information as may be required by our website. We make no representation that any content or use of Mobile Banking is available in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

We will provide you with a username, password, the address of our website through which you can access your accounts, and such other information as you will need to participate in our online banking service. We can also require you to use

other security procedures to access your accounts. You can arrange for a change of your password by calling the Customer Service number. Please see the Limitations on Frequency of Transfers From Savings Accounts below.

You are responsible for learning how to use the online banking software and mobile banking application and agree that you will contact us directly if you have any problems with the Service. We may modify the Service from time to time at our sole discretion. After modifications, you are responsible for making sure you understand how to use the Service as modified. You are also responsible for knowing how to properly use your computer and mobile device; we will not be liable to you for any losses caused by your failure to properly use the Service or your devices.

**Account Ownership/Accurate Information.** You agree that you are the legal owner or authorized agent of the legal owner of the accounts and other financial information which may be accessed via Online Banking, Mobile Banking and Bill Pay Service. You agree that all information provided to us in connection with Online Banking, Mobile Banking and Bill Pay Service is accurate, current and complete, and that you are required to provide such information to us for the purpose of Online Banking, Mobile Banking and Bill Pay Service. You agree you will keep us informed of any changes to your email address. You agree not to misrepresent your identity or your account information and to keep your account information up to date and accurate. You represent that you are an authorized user of the device. You are responsible for all transactions you authorize using Online Banking, Mobile Banking and Bill Pay Service under this Agreement. If you permit others to use your log in name or password, you are responsible for any transactions they authorize or conduct on any of your accounts. We have the right to rely upon the use of your log in name and password information as being a legitimate and authorized access to your accounts through Online Banking, Mobile Banking and Bill Pay Service.

**Hardware and Software Requirements.** To receive eStatements or electronic communications, electronic records, electronic delivery of tax statements, or to access our online banking and online bill payment service, you need internet access and a web browser, and the equipment and software we specify. We can change these requirements and will give you advance notice of any such changes. Unless you comply with such changes, you will not be able to participate further in our online services. You are solely responsible for setting up and maintaining your computer hardware and software, mobile device and service, and satisfying all hardware and software requirements. You are solely responsible for any agreements you enter into with internet service providers, mobile communications providers, and other service providers. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Online Services (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your provider directly with the provider without involving us.

We do not guarantee that your computer, device or mobile phone service provider will be compatible with Online Banking, Mobile Banking and Bill Pay Service. Your computer, mobile phone or other device needs a program that accurately reads and displays PDF files. Computers, mobile phones and other devices with internet capabilities are susceptible to viruses. You are responsible to ensure that your computer or device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, your computer or device, or could result in information being intercepted by a third party. We will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. We will also not be responsible if any non-public personal information is accessed via Online Banking, Mobile Banking or Bill Pay Service due to viruses residing or being contracted by your computer or device at any time or from any source. We are not responsible for errors or delays or your inability to access the Services caused by your computer or device. We are not responsible for the cost of upgrading your computer or device to remain current with the Services. We are not responsible for any damage to your computer or device or the data within.

**Requirement for Email Address.** You agree to provide us with an email address for you to receive electronic communications. By applying for MIDFLORIDA Online Services, you authorize MIDFLORIDA to use your email address to communicate with you electronically as necessary. You agree that if you change your email address, it is your responsibility to provide us with a new email address for notifications. You may provide us with your new email address by logging in to your account.

**Fees.** Service fees may be charged for certain services as disclosed on our separate fee schedule. You authorize us to deduct any fees from any of your accounts without prior notice.

**Periodic Statements.** You will get a monthly account statement from us for your share accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

**Hours of Operation.** You ordinarily can participate in our online services 24 hours a day - 7 days a week. However, we reserve the right to suspend our online services from time to time as we deem appropriate.

**New Services.** We may, from time to time, introduce new services or enhance the existing services. We shall notify you of the existence of these new or enhanced services. By using these services when they become available, you agree to be bound by the obligations concerning these services, which will be sent to you.

**Care of Your Password and Security.** You agree that you will not give your password or make it available to any other person. If you believe that your password has been lost or stolen, or that someone has made payments or transfers using your password without your permission, notify us IMMEDIATELY as listed in Customer Service Information.

Your password will be used only for the type of transactions and to have access to only those accounts that we have approved in advance. If through some error the service permits you to withdraw funds from an account that you should not be allowed to use, we may charge the amount involved to an account that you are approved to use. You will pay any charges that may be approved by our Board of Directors for the use of the service. All approved charges may, at our option, be charged against any account which may be accessed by your use of the service or any other account in which you have an interest or right to make withdrawals.

**User Conduct.** You agree not to use Online Banking, Mobile Banking or Bill Pay Service or the content or information delivered through Online Banking, Mobile Banking or Bill Pay Service in any way that would be considered illegal or violate any law, statute or regulation. You agree not to make commercial use of Online Banking, Mobile Banking or Bill Pay Service by reselling, leasing, renting, or distributing access to the Services. Your use of the Services is subject to our Code of Conduct for Credit Union Members, as published from time to time.

**Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless MIDFLORIDA Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Services; (b) your violation of any law or rights of a third party; or (c) your use or use by a third party of Online Banking, Mobile Banking or Bill Pay Service.

**Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your account on time and in a 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, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line, and the transfer would go over the credit limit.
- If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting the transfer.
- If the ATM does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages resulting from:

- Deficiencies in your computer hardware or software or in your ability or care in using them, or
- Problems relating to your access to the internet.

**Confidentiality.** We can disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- As explained in our separate privacy disclosures.

**Unauthorized Transfers.** Tell us AT ONCE if you believe your password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the

best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). For consumer accounts only, if you tell us within 2 business days after you learn of the loss or theft of your password, you can lose no more than \$50 if someone uses your password without your permission.

For consumer accounts only, if you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we 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.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or was provided electronically if you consented to receiving the statement that way, you may not get back any money you lost after the 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.

**Contact in Event of Unauthorized Transfer.** If you believe your password has been lost or stolen, call or write us at the Customer Service telephone number or address. You should also call or write to us if you believe a transfer has been made using information from your checks without your permission.

**Error Resolution Notice.** In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you, or provided electronically to you if you consented to receipt that way, the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 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.

For consumer accounts only, we will determine whether an error occurred within 10 business days (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 10 business days (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 question or complaint in writing and we do not receive it within 10 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.

For consumer accounts only, we will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

In the event of a dispute regarding the services, you and we agree to resolve this dispute by looking to these Terms and Conditions. These Terms and Conditions shall supersede any and all other representations made by you or our employees.

MIDFLORIDA CREDIT UNION  
P.O. BOX 8008  
LAKELAND, FL 33802  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 863-688-3733 or toll free 866-913-3733  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

**Assignment and Delegation.** We can assign our interest and responsibilities under this agreement, delegate our

responsibilities under this agreement, and use independent contractors to perform or assist in the performance of our responsibilities under this agreement, as we deem appropriate. You authorize us to utilize a third party service provider (Service Provider) to provide online bill payment services, Financial Manager Tool, peer-to-peer transfers, and other Online Services to you on our behalf.

**Termination.** We reserve the right to terminate Online Banking, Mobile Banking and Bill Pay Service in whole or in part at any time with or without cause and without prior written notice as allowed by law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized. We also reserve the right to suspend the Services either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion, including when a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your login name or password as an indication of an attempted security breach. Termination of the Services does not affect your obligations under this Agreement in respect to occurrences before termination. You will be responsible for all payments and transfers you have requested prior to termination and for all other charges, fees, and taxes incurred. We will not be liable for payments or transfers not cancelled or made due to your actions related to service termination.

**Changes in Terms.** We can change these terms at any time by giving you notice as required by law. Continued use of our online services by you after notice of a change in terms constitutes acceptance of the change. Additionally, each account will be subject to the following:

- The terms or instructions appearing on a screen when using Online Services
- MIDFLORIDA Credit Union rules, procedures and policies applicable to each account
- The rules and regulations of any fund transfer system used in connection with Online Services and all applicable state and federal laws and regulations.

**Notices.** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when mailed or delivered to your last known address on our records, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

**Irreconcilable Conflicts.** These terms supersede those of other applicable agreements to the extent they cannot be reconciled. You expressly waive any share account agreement requirements of one or more signatures for withdrawal when using our online services. Any one of the persons authorized to make withdrawals from your share accounts is authorized to make transfers pursuant to our online services, even if your account agreements provide that multiple signatures are required for withdrawal.

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

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

**ACH Transfers.** The ACH Transfer function enables approved business members to electronically transfer funds to accounts at the credit union or other financial institutions, and enables members to receive funds electronically from other parties for deposit to your account. We may do this by "ACH" (as a member of a local or national Automated Clearing House association) and other EFT networks. For each ACH transaction, you agree that the transaction is subject to the MIDFLORIDA ACH Origination Agreement, the National Automated Clearing House Association (NACHA) Operating Rules, and any local ACH operating rules then in effect. You agree to those rules and agree that we may rely on the representations and warranties contained in those rules and either credit or debit your account, as instructed by the originator of the ACH transaction. You must notify us immediately of unauthorized activity. The cutoff time for completing the submission of an ACH origination transfer is 3:30 p.m. Eastern Time; later submissions are deemed submitted on the next business day. It may take up to two business days to credit the receiver's account. Under ACH rules, funds transfers

sent through an ACH are provisional and may be revoked prior to final settlement. If the funds transfer is revoked before final settlement, we may charge your account for the amount credited, and the person who sent the funds transfer will not be considered to have paid you. We may reject a funds transfer for a variety of reasons. For example, International ACH transactions are prohibited, and we do not accept ACH debit transactions. Whether a funds transfer is credited, revoked or rejected, we are not required to send you a separate notice of the transaction; we will report the information on your periodic account statement, and we may also, at our option, send an electronic message to you. From time to time we may need to temporarily suspend processing of ACH transactions in order to comply with regulatory requirements or for system maintenance; this may affect settlement and availability of the funds for certain transactions. ACH Transfer service is available only to business members which we have approved for this service, at our sole and absolute discretion, and may be terminated at any time without prior notice. ACH Transfer service may not be available to all members, and may be limited based on credit worthiness, the length and extent of your relationship with us, transaction and experience history, and other lawful factors which we, in our sole discretion, deem relevant. You agree to indemnify us against, and hold us harmless from, any loss caused by your submission of inaccurate information.

**Wire Transfer and Other Funds Transfer Services.** The following provisions apply to payment orders governed by Article 4A, Funds Transfers, of the Uniform Commercial Code, as adopted by the state of Florida at Chapter 670, Florida Statutes. These provisions do not apply to transactions described in other sections of this agreement, or to payments by check, draft, or similar instruments. We will charge you a fee for each transfer, as disclosed in our separate Fee Schedule, which may be changed from time to time without prior notice. The fee may be deducted from any of your accounts or from the amount of the transfer. Funds transfer services may not be available to all members, and may be limited based on credit worthiness, the length and extent of your relationship with us, transaction and experience history, and other lawful factors which we, in our sole discretion, deem relevant. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection verbally, electronically, or in writing. We are not liable to you for the rejection or obligated to pay you interest for the period before you receive notice of rejection, or for any loss or damage caused by the rejection. Payment orders must comply with all applicable laws of the United States of America. The cutoff time for processing payment orders is 4:30 p.m. Eastern Time, and is subject to change without notice. Payment orders received after the cutoff time may be processed on the next business day. You must accurately describe the amount, the beneficiary of your payment order, and the beneficiary's financial institution and account number. If you describe any beneficiary or institution inconsistently by name and account number, we and other institutions may process your outgoing payment order solely on the basis of the account number, even if the payment order identifies a person or entity different from the beneficiary or institution associated with that account number. We may also process incoming funds transfers based on the account number alone, and ignore any inconsistent name stated in the payment order. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we may employ. You may not amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request and may charge a fee for doing so, but we will not be liable to you if, for any reason, a payment order is not amended or canceled. You agree to indemnify, defend, and hold us harmless from any loss, damage, claim, action, or liability that results, and any charges and costs we incur, in connection with your request to amend or cancel a payment order. Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. Dollar transfers or the exchange rate of the payee bank. If, for any reason, the payment order is returned to us, you agree to accept the refund in U.S. Dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses we incur. Intermediary banks may deduct their fees from the amount of any payment order they process. We may select any intermediary bank, funds transfer system, or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions. We will notify you about funds transfers by listing them on your periodic account statement; in some cases, we also may notify you electronically or in writing at the contact information you have provided to us, at our discretion. You must notify us at once if you think a funds transfer shown on your statement or other notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears. If you fail to notify us within 14 days, we will not be liable for any loss of interest because of an unauthorized or erroneous debit or because your statement or notice is incorrect.

#### Security Procedures

You agree that we may require you to confirm the authenticity and content of payment orders submitted online by use of a security key, token, or other authentication device, by contact with any account holder or authorized signer using the contact information on file, or by any other reasonable method which may be described in the instructions in online banking. Using this security procedure, we may process any payment order which we believe you transmitted or authorized. You agree that our security procedures are commercially reasonable and that such payment orders will be deemed effective as if you made them, and you will be obligated to pay us in the amount of such orders, even though you did not transmit or authorize them. If the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order. You acknowledge and agree that our security procedures are designed to verify the authenticity of payment orders and not to detect errors in the content of any such payment order.

### Limitation of Liability

Our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur, and payment of interest. Unless otherwise required by law, we will not be liable for any consequential, indirect, or special damage that you incur in connection with payment orders, even if we are aware of the possibility of such damages. We are not liable for fraud against you, or your losses as a result of fraud, even if we suspect fraud or inquire about the purpose of the transfer. We are not liable for the failures or delay caused by third parties. You agree to indemnify us against, and hold us harmless from, all losses and expenses we incur in connection with the funds transfer or attempted funds transfer, except losses caused solely by our gross negligence, our intentional misconduct, or our material breach of this agreement, or when applicable law would prohibit it.

**Stop-Payment Orders Submitted Via Online Services.** You may ask us to stop payment on a check or other item drawn on your account if it has not already been paid. You may not stop payment on electronic transactions, ATM transactions, one-time POS debit card transactions, official checks, teller checks, cashier checks, certified checks, or checks or payments guaranteed by us (to cancel a bill payment, see Online Bill Payment Program below). You may request a stop payment order through Online Services, in person, by mail, or by telephone; this agreement relates only to stop payment orders submitted through Online Services. Stop payment orders are not guaranteed. You must give us sufficient notice so that we have a reasonable period of time to act on your request. For electronic funds transfers you must notify us in time for us to receive your request three business days or more before the payment is scheduled to be made. A stop payment order takes effect only after we have a reasonable opportunity to verify that the item is unpaid. To place a stop payment order, you must enter the exact information we request, which may include the item number, account number, amount of the item, the date of the item, the name of the person who signed or authorized the item, and the name of the party to whom the item was made payable. We may use only a portion of the requested information to identify an item, so all of the provided information must be accurate. If any of that information is inaccurate, we may pay the item. The stop payment order expires after six months, and we will not notify you when a stop payment order expires. Stop payment orders may be renewed before they expire. Each renewal is treated as a new order. You must submit a written request to cancel a stop payment order, and such a request is not effective until we have a reasonable opportunity to act on it. If the item is presented for payment after the order expires, we may pay the item. Our liability for paying an item subject to a proper and timely stop payment order is limited to the actual loss suffered, up to the amount of item. You must prove the loss to our satisfaction. We are not liable to you for any special, incidental, or consequential loss or damage of any kind. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. We will charge you a fee for each stop payment order request and each renewal of a stop payment order, as disclosed in our separate Fee Schedule, which may be changed from time to time without prior notice. The fee may be deducted from any of your accounts.

**Business Banking User Entitlements.** Additional features may be made available to businesses. Features may include, but are not limited to: adding or managing users, access to Check Positive Payment service, access to ACH (Automated Clearing House) Origination services, access to ACH Positive Payment and Online Wire Transfers. Additional features may require separate agreements and our approval. Additional fees and conditions may also apply. Not all businesses will qualify or will be provided Online Banking, Mobile Banking and Bill Pay Services. Access to these services is granted in our sole discretion and access previously granted may be withdrawn or cancelled at any time. Each business member must designate an account administrator by documentation appropriate to the business entity. The account administrator has full authority over the account until the business member submits a notice of change of account administrator by documentation appropriate to the business entity. The business member is responsible for notifying us immediately of any changes of authority for account administrators or users. The account administrator may authorize other persons ("users") to initiate transactions on the account by creating a user profile and password for each user. The account administrator is solely responsible for creating user profiles, assigning permissions to users, resetting user passwords, unlocking users, disabling users, editing roles, granting user authority, authorizing payments, supervising user activity, and managing all users of the account. The business member, the account administrator individually, and each user of the account individually agrees to indemnify us against, and hold us harmless from, all losses and expenses incurred in connection with actions taken by administrators and users, and any breach of this agreement or other agreements applicable to the account. User access and access limitations to the account and account information is exclusively managed by the account administrator. Disabling or removal of a user will cause the deletion of all pending, future and recurring transactions initiated by that user. Granting a user access will allow the user to view all account information reported on combined statements and all information available within online banking, including accounts to which the user otherwise has no access and accounts subsequently opened. The business member is solely responsible for any transactions or approvals that the user has created, approved, or authorized. We will retain no more than 90 days of history of account administrator and user activity.

## ONLINE BILL PAYMENT PROGRAM

The following additional terms and conditions apply to our Online Bill Payment Program:

- Subject to the terms and conditions of this Agreement, you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment or transfer, including, without limitation, electronic, paper or some other draft means.
- You agree payments may be made on your behalf by either direct payment via ACH (which is an electronic transfer) or by a check in the amount you requested mailed to the designated recipient. You should allow sufficient time for the payment to reach the recipient. Online transactions between your accounts will be carried out immediately. Any check sent by mail will be sent through a postal service. You agree we will not be liable or otherwise responsible in any way for any check after it is mailed by us. The Payment Date indicated by you must always be a Business Day (as defined below). If it is not, the Payment Date will be deemed to be the first Business Day after the date indicated.
- It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. We will not be responsible for tardiness of payments if they are mailed or sent by direct payment via ACH within one full business day after the later of (a) the date your instructions are entered on our website, or (b) a subsequent date stated in your instructions on our website.
- Unless otherwise required by law, we will not be liable for indirect, special, or consequential damages for failure to mail or process by direct payment via ACH, or erroneous or tardy mailing, under this program.
- Any obligation that you wish to pay through Online Banking with Bill Pay must be payable in U.S. Dollars to a payee located in the United States. We reserve the right to restrict categories of payees to whom payments may be made using the service. You should not use the service to make payments to or for the following: tax payments, court-ordered payments, and payments to settle securities transactions.
- Requests made using the bill paying system will result in an immediate deduction of that amount from your accounts when the payment is processed. Bill paying to third parties will be available through your accounts.
- We may charge a monthly fee for Online Bill Payment as disclosed on our separate fee schedule.

Unless you receive a confirmation number, we will not be liable for any failure to make a payment or transfer, including any finance charges or late fees incurred as a result. It is important that the payment date be on or before the merchant due date, not the late date, and, since the time for us to process your payment varies according to the particular merchant, you must become familiar with the payment processing time for each merchant you desire to pay, and allow the appropriate number of business days between the day you input your payment instruction and the payment date. Subject to the limitation discussed below, if you follow the procedures described in this agreement for payments, and you are assessed a penalty or late charge, we will reimburse you for that late charge up to a maximum of one hundred dollars (\$100.00). In the event that you do not adhere to the obligations set forth in this agreement, or you schedule a payment less than the number of business days before the due date required for a particular merchant, you will bear full responsibility for all penalties and late fees and we will not be liable for any such charges or fees. We assume no liability for the late posting or misapplication of payment once funds are received by merchants. This absence of liability, however, does not preclude us from working to resolve these types of issues when they arise. If required to do so by law, we will be responsible for providing provisional credit for payment disputes.

**Limitation.** Under no circumstances will we be liable if we are unable to complete any payments or transfers initiated in a timely manner via the services because of the existence of any one or more of the circumstances listed below. You agree you are totally responsible for the correctness of the payee's name, address, amount to be paid and all other information you provide and for your failure to provide correct or complete information in order to carry out the transaction you request. You agree that we and the Service Provider shall not be liable to you in any way directly or indirectly related to the bill payment service, including but not limited to actual or consequential damages, in any one or more of the circumstances below.

- You do not obtain a Confirmation Number at the time you initiate a payment or transfer.
- The designated account does not contain sufficient collected funds to complete the payment or transfer, or is subject to claims or legal process.
- You have closed the designated account.
- We have identified you as a credit risk and have chosen to (i) make all payments and transfers initiated by you via the services by a paper, as opposed to electronic, method, or (ii) to terminate your subscription to the services.
- The services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
- You have not provided us with the correct or complete information for those merchants to whom you wish to direct payment or accounts to which you wish to make a transfer.
- The merchant mishandles or delays handling payments sent by us.
- Circumstances beyond our control (such as, but not limited to, failure of the Service, fire, flood, or interference from an outside source) prevent the proper execution of the transaction.

- We reasonably believe that the payment instruction is not authorized.
- You have not properly followed instructions for how to make a payment.
- The payment is for illegal goods or services or is otherwise illegal or prohibited by law.

We are not responsible for any other loss, damage, or injury, whether caused by your equipment or software, the services, or any technical or editorial errors contained in or omissions from any user guide or brochure related to the services. We are not responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software or the services, except where the law requires a different standard.

You agree we accept no responsibility for equipment damage, computer viruses, software damage or any other damage or failure which may occur as a result of your use of the services provided. Even though we believe that the services are reliable, the system may not operate properly at all times. We, therefore, do not promise that the services will always be available for your use. You will not attempt to make a transfer when the service tells you or other circumstances give you reason to believe that the service is closed or is not operating properly due to a technical malfunction or is otherwise unable to initiate the transaction you desire. You agree we assume no liability due to your inability to access the services for any reason, including, but not limited to, communication problems or interruption or equipment failure.

You agree that the computer or other device you use to access the service is entirely your responsibility. You agree you are responsible for all charges assessed by communications companies, local and long-distance companies, internet service providers or other related companies.

**Prohibited Payments.** The following payment types are prohibited through the Bill Pay Service, and we have the right, but not the obligation, to monitor for, block, cancel, and reverse such payments at our discretion:

- Payments to Payees outside of the United States or its possessions/territories (prohibited and not issued under any circumstances)
- Tax Payments to the Internal Revenue Service or payments to any state or other government agency
- Court Ordered Payments, such as alimony or child support
- Payments to insurance companies.

In no event shall we be liable for any claims or damages resulting from your initiation of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment, except as required by applicable law. All research and resolution of misapplied, or misdirected prohibited payments will be solely your responsibility and we will have no responsibility therefore whatsoever.

**Overdraft.** If you have an existing overdraft credit line or open-end loan account attached to your share account, any overdrafts will be subject to finance charges in accordance with the terms of the applicable agreement.

In the event we are unable to process a services transaction, (if, for example, there are insufficient funds in your designated account) the transaction will result in a "Failed Payment and/or Transfer". In such event, we will charge the total cost of the transaction, including any service charges, to you. In the event of repetitive failed payment or transfer, we reserve the right to suspend your access to the services. This suspension may be without prior notice to you. If your access is suspended, transactions which were previously initiated may still continue to be processed unless canceled and confirmation of such cancellation is provided as specified below. Suspension will be handled by Customer Service and all inquiries and correspondence including request for reinstatement should be directed to Customer Service. In the event your access is suspended, we will notify you by mail to your listed address. With respect to any failed payment or transfer, you agree to reimburse us within fourteen (14) days after notice is sent to you, for any funds we have already paid to one or more of your designated merchants which we were unable to recover by debit to the merchant or charge to you.

**Payment Cancellation/Modification Using the Service.** Except for ACH transfers, you may cancel or modify a payment or transfer prior to 8:00 a.m. Eastern Time (ET) on the Business Day of the scheduled payment or transfer. For ACH transfers, you may stop or modify a payment or transfer by using the service prior to 8:00 a.m. Eastern Time (ET) on the Business Day prior to the date of the scheduled payment or transfer. You must use the Online Bill Payment service to stop or modify payments initiated through the service. We will not be liable for failure to modify a payment after it is sent or when we do not have a reasonable time within which to act on your instructions.

**Transaction Posting.** Transactions entered on our website will be posted by the end of the next business day.

**Types of Transactions.** You can access your accounts through our online service to accomplish the types of transactions which we, in our discretion, may make available to you from time to time, such as:

- Transfer funds between your share accounts or linked accounts.
- Make payments from your share accounts or linked accounts to your loan accounts.

- Make payments from your share accounts to third parties pursuant to our Online Bill Payment Program described below.
- Pay A Person or other peer-to-peer or person-to-person (P2P) payment services
- Transfer funds from lines of credit or credit cards you have with us to your share accounts.
- Request a check withdrawal from your share accounts.
- Get information about your accounts, such as account balances or information on deposits or withdrawals.
- Export transaction history to personal finance manager.
- The following frequency and dollar limitations apply to transfers through our online services:
  - transfers from loans must be at least \$10.00 or more.
  - Bill Pay transactions are limited to \$10,000 per transaction, not to exceed \$20,000 per day.

Some of these services may not be available through Mobile Banking.

We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent share account or any overdraft line of credit on that share account.

**Limitations on Frequency of Transfers from Savings Accounts.** Regardless of anything else in this or other agreements, transfers and withdrawals from a savings account to another of your accounts or to third parties by preauthorized, automatic, telephonic, or computer transfer, or by check, draft, debit card, or similar order to third parties, cannot exceed six per calendar month or statement cycle of at least four weeks.

**Fees.** Fees may apply for expedited payment services, insufficient funds or stop payment requests, and other services as published in our Fee Schedule. We reserve the right to impose fees for Bill Pay Services in the future and we will notify you of any such fees, in the manner and to the extent required by this Agreement and by law. Your use of Bill Pay Services after the effective date of any fee changes shall constitute your agreement to such fee changes. All other fees which have been separately disclosed to you in connection with your accounts, will continue to apply to those accounts.

#### **ELECTRONIC DISCLOSURES AND NOTICES**

The following additional terms and conditions apply to all online services:

**eStatements.** This agreement does not include eStatements. You will continue receiving account statements by mail unless you separately authorize eStatements. You may authorize eStatements by navigating to the eStatement page.

**All other Disclosures, Notices and Tax Statements May Be Sent Electronically.** By authorizing or using online services, you agree that we may send all disclosures, notices, tax statements and other communications (except account statements) to you electronically.

**Which Communications are Included?** We will send to you, in electronic form, all records regarding your accounts except account statements, such as legal disclosures, notices, tax statements, agreements, contracts, receipts, notices, modifications, amendments, and other communications. We may, at our sole discretion, choose to mail these records to you through a postal or delivery service, to the last mailing address you provided to us, as shown in our records.

**Method of Communication.** You authorize MIDFLORIDA to use your email address to communicate with you electronically. You represent that you have the necessary equipment and software to receive electronic communications, and that you can download, access, read, review, print and store the communications we provide to you.

**Accessing Electronic Communications.** Electronic communications may only be accessed after you log in to your account. Electronic communications posted to our web site will be considered delivered to you on the day that they were first made available to you for viewing.

**Your Rights to Receive Paper Statements and Records and to Withdraw Consent.** You have a right to receive paper copies of any electronic communications if applicable law specifically requires us to provide written documentation. You may withdraw your consent to receive communications electronically at any time, but you may be denied access to online services after you withdraw your consent. Withdrawing consent will not affect the validity or enforceability of electronic communications that were made available to you prior to your withdrawal of consent. To withdraw your consent to receive electronic communications, or to request a paper copy of communications, you may use a method that may be available to you on our web site, or you may contact us as listed in Customer Service Information. Any notice sent to us will not become effective until received by us and we have had sufficient time to act on it. A fee to request paper copies of electronic communications may be imposed as set forth in the Fee Schedule.

## **FINANCIAL MANAGER TOOL AGREEMENT AND DISCLOSURE**

The following additional terms and conditions apply to our Personal Financial Management Tool available through our online services:

Use of our personal finance management tool indicates acceptance of the terms and conditions set forth in this Online Services Terms and Conditions Agreement, as may be amended from time to time.

Through our personal financial management tool, you may monitor any of your financial account relationships from your accounts at MIDFLORIDA or from any other account held by you at another financial institution, assuming, of course, that the financial institution has the ability to and permits you to release your financial information for use with our personal finance management tool.

**INTRODUCTION.** Our personal finance management tool is made available through a third-party vendor. Our personal finance management tool includes analyzing your personal finances through the account information you provide, and the impact of various strategies on them.

**INFORMATION AUTHORIZATION.** We reserve the right to obtain such additional information as we deem reasonably necessary to ensure that you, or financial institutions holding your accounts, are not using our personal finance management tool in violation of law, including, but not limited to, laws and regulations designed to prevent "money laundering". We reserve the right, in our sole discretion, to determine if you are eligible and approved for our personal finance management tool. If you are approved for our personal finance management tool, we will verify the accounts that you add to our personal finance management tool. You authorize us to validate the accounts. Once the validation is complete, we may also verify accounts by requiring you to submit proof of ownership of the account.

**USER CONTENT.** Subject to our privacy policy, you agree that we may use, copy, modify, display and distribute any information, data, materials or other content you provide to us for the purpose of providing our personal finance management tool services. By submitting content, you represent that you have the right to grant rights to the content to for the purposes set forth in this agreement.

**ACCOUNTS.** You understand and agree that, at all times, your relationship with other financial institutions is independent of your relationship with MIDFLORIDA and your use of our personal finance management tool. We will not be liable or responsible for any acts or omissions by other financial institutions or other providers of any account, including, without limitation, any modification, interruption or discontinuance of any account by the provider.

YOU ACKNOWLEDGE AND AGREE THAT WHEN WE ARE COLLECTING INFORMATION RELATED TO OUR PERSONAL FINANCE MANAGEMENT TOOL FROM ANY OF YOUR ACCOUNTS, WE ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF ANY THIRD PARTY. YOU AGREE THAT WE, OUR AFFILIATES AND PARTNERS SHALL BE ENTITLED TO RELY ON THE FOREGOING AUTHORIZATION GRANTED BY YOU.

YOU AGREE THAT WE SHALL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF (1) OUR ACCESS TO THE ACCOUNTS; (2) ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION RETRIEVED FROM THE ACCOUNTS; (3) ANY CHARGES IMPOSED BY ANY PROVIDER OF ACCOUNTS; (4) THE ACTIONS OR INACTION OF ANY OTHER FINANCIAL INSTITUTION OR OTHER PROVIDERS OF THE ACCOUNTS.

Not all types of accounts are eligible for our personal finance management tool. Be sure to check with your financial institution for restrictions regarding your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from the provider of your account or those imposed by applicable law.

**ELECTRONIC COMMUNICATIONS. General Consent; Categories of Records.** Our personal finance management tool is an electronic, Internet-based service. Therefore, you understand and agree that this agreement will be entered into electronically, and that the following categories of information ("Communications") may be provided by electronic means:

- This agreement and any amendments, modifications or supplements to it.
- Your records of funds transfers and other transactions through our personal finance management tool, including confirmations of individual transactions.
- Any initial, periodic or other disclosures or notices provided in connection with our personal finance management tool, including those required by federal or state law.

- Any member service communications, including communications with respect to claims of error or unauthorized use of our personal finance management tool.
- Any other communication related to our personal finance management tool.

Although we reserve the right to provide Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format are considered to be in writing.

**PRIVACY AND CONFIDENTIALITY.** We regard your privacy and security with the utmost importance, and we are absolutely committed to safeguarding any information that you share with us. In order to provide the service, we must obtain from you certain personal information about you, your accounts and your transactions. You represent that you have the right to provide such information and that you give us the right to use the information in accordance with our privacy policy. All of your personal and financial information will be placed on a secure portion of our website.

**AUTHORIZATION AND LIMITATIONS.** You authorize us to access your personal financial information for each account you include in our personal finance management tool.

**SUSPENSION AND REINSTATEMENT OF OUR PERSONAL FINANCE MANAGEMENT TOOL.** In the event that we at any time incur a problem with your use of our personal finance management tool, such as attempting to include accounts which you are not authorized to access, and without limiting any other right or remedy that we may have under this agreement or otherwise, we reserve the right to suspend or terminate your right to use our personal finance management tool, and any other of our online services, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement by contacting us using any of the methods provided for under the agreement. We reserve the right to, at our discretion, grant or deny reinstatement. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate service subject to other restrictions than otherwise might be available to you.

**YOUR RESPONSIBILITY FOR ERRORS.** You understand that we must rely on the information provided by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you. You understand that financial institutions receiving your request for the release of information may rely on the request through our personal finance management tool. We are not obligated to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation.

You understand that, if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete the account, but you acknowledge and agree that we shall have no liability for any and all losses resulting, directly or indirectly, from any of your errors, duplication, ambiguities or misinformation in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

**PROPRIETARY RIGHTS.** You are permitted to use our personal finance management tool only as expressly authorized by this agreement. You may not copy, reproduce, distribute or create derivative works, reverse engineer or reverse compile our personal finance management tool.

**NO UNLAWFUL OR PROHIBITED USE.** As a condition of using our personal finance management tool, you will not use our personal finance management tool for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this agreement or by any applicable law or regulation. You further warrant and represent that you will not use our personal finance management tool in any manner that could damage, disable, overburden or impair our personal finance management tool or interfere with any other party's use and enjoyment of our personal finance management tool. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through our personal finance management tool. You agree that these warranties and representations will remain in full force and effect even if this agreement terminates for any reason.

**SECURITY PROCEDURES.** You understand that the financial institution at which an account is maintained may contact us to verify the content and authority of instructions and any changes to those instructions. You understand that, as your agent, we may provide to such financial institution such information as may be required to verify the instructions and as may constitute a valid security procedure under the rules governing such account.

**DEVIATING FROM SECURITY PROCEDURES.** You agree to allow us to authorize any financial institution at which you have an account to accept instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without

verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to release your account information based solely on these communications.

**ACCOUNT NUMBER POLICY.** If instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers.

**JOINT ACCOUNT HOLDER.** In submitting your application for our personal finance management tool, you confirm that, if any of your accounts is a joint account, your joint account holder has consented for you to use your accounts for our personal finance management tool. We will end your use of our personal finance management tool if any joint account holder notifies us that (i) they never consented to your use of our personal finance management tool, (ii) the joint account can no longer be operated on your instructions alone or (iii) they are withdrawing consent for you to operate the joint account.

**OUR LIABILITY.** If we fail to provide our personal finance management tool in accordance with the terms and conditions of this agreement, we will be responsible for correcting improper account information. We are not responsible or liable for incomplete, incorrect, failed or late account information due to any other financial institution system failures, errors or mistakes. Except as otherwise required by law, we shall in no event be liable for any losses, fees, overdraft charges or damages other than those arising from our breach of a representation or warranty provided herein.

You agree that your use of our personal finance management tool constitutes authorization for us to obtain information related to your accounts. You understand and agree that we are not liable under any circumstances for any losses or damages, directly or indirectly, if, you suffer a loss based on the accuracy of information provided to you through our personal finance management tool. You also understand and agree that we are not responsible to the extent performance is prevented or delayed due to causes beyond such party's reasonable control and without its negligent or willful misconduct, including, without limitation, circumstances beyond our control (such as, but not limited to, fire, flood or interference from an outside force).

**LIMITATION OF WARRANTY AND LIABILITY.** YOU UNDERSTAND AND AGREE THAT OUR PERSONAL FINANCE MANAGEMENT TOOL IS PROVIDED AS-IS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR PERSONAL FINANCE MANAGEMENT TOOL IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON THE WEBSITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH OUR PERSONAL FINANCE MANAGEMENT TOOL, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS, OR THAT OUR PERSONAL FINANCE MANAGEMENT TOOL WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE OUR PERSONAL FINANCE MANAGEMENT TOOL, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON OUR PERSONAL FINANCE MANAGEMENT TOOL, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**INDEMNIFICATION.** You agree to indemnify, defend and hold harmless MIDFLORIDA, our affiliates, partners, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and costs (including, but not limited to, attorney's fees) arising directly or indirectly from: (a) your use of our personal finance management

tool; (b) our reliance on the information, instruction, license or authorization provided by you under or pursuant to this agreement, (c) your negligence or intentional conduct; (d) your violation or breach of the terms of this agreement including, but not limited to, any breach which results in the unauthorized or non-permissible use of information obtained via our online services or our personal finance management tool; or (e) your infringement, or infringement by any other user of your account(s) at our web site, of any intellectual property or other right of any person or entity.

**MISCELLANEOUS.** You agree that our rights and remedies arising out of any breach of your representations and warranties in this agreement, the limitations on our liability, and our rights to indemnification under this Agreement are continuing and shall survive the termination of this agreement, notwithstanding the lack of any specific reference to such survivability in these provisions.

Our failure to enforce the strict performance of any provision of this agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this agreement.

The most current version of this agreement as it appears on our web site, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding our personal finance management tool. This agreement may be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using our personal finance management tool following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through our online services, at our discretion. Regardless of your receipt of email notification, you agree that our posting of an amendment on our website constitutes delivery of your amendment notice. All notices to us must be made in writing and sent to us via registered or certified mail.

We may assign this agreement to any affiliate, parent or other company. We may also assign or delegate certain of the rights and responsibilities under this agreement to such third parties as we may elect upon notice to you, whereupon we shall be released from any and all further liability or responsibility related thereto.

You may not assign any of your rights under this agreement, except with our prior written consent. You are prohibited from any and all assignments of rights under this agreement, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law or any other manner. You may not delegate any performance under this agreement. Your purported assignment or delegation of any rights of performance are in violation of this agreement and void.

We reserve the right to amend or cancel any of the provisions of this agreement, including changes to any fees, costs or assessments. We may amend or cancel any provision or charge by disclosing the change in writing or electronically, and, at our option, by sending notification to the e-mail address you provided to us. You may choose to accept amendments, cancellations or changes by continuing your use of our online services, or decline amendments, cancellations or changes by discontinuing use of our online services to which these changes relate, at your option. Regardless of your receipt of e-mail notification, you agree that our posting of an amendment on our web site constitutes delivery of your amendment notice. We also reserve the option, in our sole judgment, to waive, reduce or reverse charges or fees in individual situations.

**VIRUS PROTECTION.** We are not responsible for any electronic virus or malicious software that you may encounter. We encourage you to routinely scan your computer and removable storage devices using a reliable virus removal product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

**THIRD-PARTY BENEFICIARIES.** This agreement is for the sole and exclusive benefit of our members and is not intended to benefit any third party. You acknowledge and agree that any party that licenses software to MIDFLORIDA, directly or indirectly through one or more sublicenses, is a third party beneficiary to this agreement with respect to those provisions dealing with use and protection of intellectual property.

#### **ELECTRONIC SIGNATURE**

You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act or action while using any online service we offer, or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions, constitutes your signature, authentication, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature, and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and us.

By clicking the "I Agree" button below, you acknowledge that you have read and agree to the terms in this "MIDFLORIDA ONLINE SERVICES TERMS AND CONDITIONS". This Agreement, including the validity of any signatures or consents, any claims, or any disputes arising hereunder shall be construed in accordance with and governed by the Laws of the State of Florida.

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