



**Terms and Conditions Central Bank
Online Banking Agreement**

This Online Agreement (“Agreement”) sets forth the terms and conditions for use of Central Bank’s Online Banking Products, which also include e-Statements, Deposit Anywhere, Person-to-Person Payments and Bank to Bank Transfers. By clicking the "I Agree" button at the end of this Agreement, you agree to all the terms, conditions, and notices contained or referenced in this Agreement.

Our Online service is generally available 24 hours a day, 7 days a week, except for interruptions due to maintenance or matters beyond the Bank’s control. . We only process transactions and update information on business days. Our business days are Monday through Friday. Holidays when the bank is closed are not considered business days.

Cut-off times:

- Any internal account transfers made Online after 5:00 p.m. Monday through Friday will be posted on the next business day.
- Any transfers made via Person to Person Payments or Bank to Bank after 3:00 p.m. Monday through Friday will be processed on the next business day.
- Any online deposits made after 5:00 p.m. Monday through Friday will be processed on the next business day.

1. **DESCRIPTION OF THE ONLINE BANKING SERVICE.** To subscribe to Online Banking Service you must already have or must open one or more deposit accounts at the Bank, you must be designated as an owner of an Account that is eligible for Online Banking Service and you must be approved by the Bank. You must enroll in the Online Banking Service and execute the Online Banking Agreement before you can enroll in Online Banking Services, which include Bill Pay, Mobile Banking, Mobile Deposit Anywhere, e-Statements, Person to Person Payments, Bank to Bank Transfers and other services which may be added and/or deleted and/or modified from time to time. You acknowledge and agree that your Accounts are an integral part of Online Banking Services offered by Bank and that all transactions and services initiated or processed pursuant to this Agreement are subject to the Terms and Conditions of Your Account and the rules, regulations and agreements (“Deposit Account Agreement”) governing the Accounts, including without limitation the arbitration provisions and all applicable federal, state, and local laws and regulations (“Rules”). This Agreement supplements your Deposit Account Agreement. The Online Banking Agreement and the Deposit Account Agreement are hereby incorporated by reference and made a part of this Agreement. In the event of an inconsistency between the terms of the Deposit Account Agreement or the Online Banking Agreement and this Agreement, this Agreement shall govern. Undefined terms herein shall have the meaning assigned to them in the Deposit Account Agreement or the Online Banking Agreement, as applicable. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. You acknowledge and agree that these services may be provided by an independent third party service provider (“Vendor”) as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not your agent or the agent of Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.
2. **SECURITY PROCEDURE.** The Bank is entitled to act on instructions received through Online Banking under your password and without inquiring into the identity of the person using that password. You should not under any circumstances disclose your password by telephone or to anyone claiming to represent the Bank; “Central Bank” employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. The Bank has no responsibility in establishing the identity of any person using your password. If, despite the Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your password or other means of access will have full access to your account(s) even if you attempt to limit that person's authority. You must contact the Bank immediately in the event that your password has been lost, stolen or otherwise compromised so that it will not be honored and can be disabled. You hereby release the Bank from any liability and agree not to make any claim or bring any action against the Bank for honoring or allowing any actions or transactions where you have authorized the person performing the actions or transactions to use your account(s) and/or you have given your password to such person, or, in the case of a

jointly held account, such person is one of the Account owners. You agree to indemnify the Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from such claims or actions. **You are responsible for safeguarding the password. Providing the password to another person effectively constitutes a grant of authority to access your accounts under Consumer Financial Protection Bureau Regulation E (“REG E”).**

- a. You agree to comply with the “Security Procedures” and any other Security Procedures Central Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of transfers and access to confidential customer information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your written signature in authorizing us to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.
 - b. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.
 - c. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.
3. **AVAILABILITY OF SERVICE.** We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue this Service at any time. If we choose to discontinue the Service, we will provide you with reasonable notice in advance of that fact. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Service.

4. **PHYSICAL AND ELECTRONIC SECURITY.** Online Banking on a personal computer (or mobile device) incurs security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by applicable law. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You acknowledge that, other than at the time you are registering for this Service, Bank will never contact you by e-mail or text message in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails or text messages that Bank transmits to you. In the event you receive an e-mail, text message, or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or otherwise comply with any instructions in the communication. To the extent allowed by law, you agree that Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, text message or internet fraud.
- a) *Virus Protection* – Central Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and other mobile devices using a reliable anti-virus product to detect and remove any viruses found. An undetected or un-repaired virus may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.
- b) *Recommended Browser Version (s)* - We support the current and prior major releases of Internet Explorer, Firefox, Safari and Chrome. When a new version is announced as Release to Web (RTW), support will cease on the third-oldest major version.
- The following types of browsers and tools are not recommended or supported for use with Online Banking: Embedded Browsers contained within Personal or Commercial Financial Management Software (Quicken, QuickBooks, Money, etc.) Browser Add-Ins and Toolbars (IE 7 Pro, Google, Yahoo, etc.)
 - If you are using an older version of a supported browser, a non-supported browser, an embedded browser or a browser add-in, you may experience functionality issues with Online Banking. If this occurs, please download one of the browsers listed above or remove the add-in and attempt the action again.
 - PLEASE NOTE: Your browser MUST accept “Cookies” to utilize this service. Each browser handles Cookies uniquely. Please check with your browser software manufacturer to determine how to verify that your settings will accept Cookies.
5. **COMPUTER TRANSFERS.** You may access your account(s) using Central Bank’s NetTeller Online At www.Centralbankfl.com or Mobile Banking using a Central Bank Android, iPad or iPhone App with your NetTeller User ID and Password to:
- View account information, current balance, account history
 - Download account information and statements
 - Pay bills through NetTeller Bill Pay from your checking and savings account(s)
 - Receive e-statements, disclosures, and notices
 - Make transfers from your Central Bank checking or savings account to your other Central Bank checking or savings account
 - Make external transfers via Central Bank’s Bank to Bank service from/to your checking or savings account at another financial institution from/to your Central Bank checking or savings account. (Limitations may apply)
 - Make external transfers via Person to Person from your Central Bank checking account to a person’s checking account at their financial institution. (Limitations may apply)

6. **CONFIRMATION NUMBERS.** Upon completion of a Transfer, a confirmation message will be displayed that the transaction has been completed. You should record the Payee information (if applicable), the date of the Transfer or Payment, and the amount of the Transfer or Payment, in your checkbook/transaction register or other permanent record. This procedure will help in resolving any problems that may occur. No printed receipts are issued through the Service
7. **PROCESSING INTERNAL FUND TRANSFERS.** We can process a Transfer twenty-four hours a day seven days a week, including holidays. Any internal account transfers made Online after 5:00 p.m. Monday through Friday, however, will be posted on the next business day. You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.
If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.
8. **CANCELLING TRANSFERS OR PAYMENTS.** You may cancel a pending Transfer or Payment transaction. However, to do so, you must use the Online Banking Service and we must receive your instruction to cancel prior to the cutoff time on the Transfer Day or Business Day the transaction is scheduled to be processed. If we don’t receive your instruction to cancel a transaction before that time, we may process the transaction.
9. **LIMITS ON TRANSFERS FROM SAVINGS/MONEY MARKET DEPOSIT ACCOUNTS.** If any of your qualifying accounts are savings or Money Market accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited. Federal law requires that an Account Holder make no more than six (6) transfers or withdrawals during any statement cycle from these types of accounts. The kinds of withdrawals covered are those made by means of preauthorized transfers and withdrawals made by check, draft, debit card, or similar order payable to third parties. Each transfer in excess of these limitations will be subject to an Excess Withdrawal Fee (see Fee schedule). Violation of this limit on more than an occasional basis may result in the account being closed. Payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts. Account balances may also differ from your records due to deposits, outstanding checks or other withdrawals, payments, or charges in process. A transfer request or mobile deposit may not result in immediate availability because of the time required to process. If you have further questions please contact Central Bank’s Customer Services Department at 813-929-4477, or email us at info@centralbankfl.com. Please note: Email is not a secure method of communication over the Internet. We recommend that you do not include any personal information (like your account number or social security number) in your email.
10. **BILL PAYMENT SERVICE AND TRANSFERS.** See separate Online Bill Payment Agreement. This service must be set up on your PC, to include setting up Payees. Payments made via Mobile Banking must have been previously established on your PC. New Payees cannot be set up on Mobile Banking.
11. **LIMITATIONS.** Your use of the Service is subject to the following limitations:
 - a. **DOLLAR AMOUNT.** There may be a limit on the dollar amount and/or number of items or deposits from time to time that you make using this service. If you attempt to initiate an online deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement and the Bank will not be obligated to allow such a deposit at others times. Daily and monthly deposit limits may vary for users of other services provided by the Bank. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.
 - b. **FREQUENCY.** In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using the Service. These limits are for security reasons and are subject to change.
 - c. **FOREIGN TRANSACTIONS.** No Payments may be made to Payees outside the United States. Additional limitations may be contained in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.
 - d. **AVAILABILITY OF FUNDS.** Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC because this is considered an “electronic” deposit. Generally, and except as otherwise provided herein, items transmitted using this Service will be available subject to the Bank’s approval. If you make a deposit using this Service before 5:00 p.m. EST, on a business day that the Bank is open, the Bank will consider that day to be the day of your deposit. However, if you make a deposit using this Service after 5:00 p.m. EST, or on a day that we

are not open, the Bank will consider that deposit to have been made on the next business day that the Bank is open. You acknowledge that all credits given by the Bank for an item are provisional, subject to verification and final settlement. The Bank shall have no liability for the return or refusal of any item. We will typically make funds available the next day after the funds are accepted for deposit. The bank reserves the right to delay the availability for up to 5 days. Some of the reasons for a delay in availability are due to the following circumstances:

- The Bank suspects the check you deposited may not be paid
- You redeposit a check that has been returned unpaid
- You have overdrawn your Account repeatedly in the past six months
- There is an emergency, such as failure of computer or communications equipment
- The Bank believes a check you deposited is a duplicate image
- The Bank exercises its rights to investigate any unusual or suspicious items as determined by the Bank's sole discretion

If there is any type of delay in your ability to withdraw funds, Central Bank will notify you of when your funds will be available. Any transaction or instruction that exceeds your collected and available funds on deposit with the Bank subject to a hold, the Bank has reasonable cause not to honor.

12. **STATEMENTS, NOTICES AND AGREEMENTS.** All notices from us will be effective when we have mailed them or delivered them to your last known address (physical or email) on our records. Notices from you will be effective when received by us at the address specified in the Agreement. Your Online and Mobile Banking transactions will be indicated on the monthly or quarterly statements we provide or make accessible to you for your accounts. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement. You may elect to receive your statements and notices electronically. An electronic statement is called an eStatement. If you have chosen to receive an eStatement, you are electing to receive your statements and other selected notices by email. Any legal notices that normally accompany your mailed statement will be delivered to you electronically. You may cancel eStatements and notices at any time by logging into NetTeller Online Banking, selecting the eStatement tab and unchecking the boxes or by contacting us in one of the following ways:

- Send us a message through Online Banking by clicking on the Contact button;
- Contact us by phone 813-929-4477 or
- Write to us with your name, mailing address and signature:

Central Bank
Customer Service Department
20701 Bruce B. Downs Blvd.
Tampa, FL 33647

If you withdraw your consent, we will send all future statements/notices to you in paper form to the address on file at no additional charge. By enrolling online, you agree that we do not need to provide you with an additional paper (non-electronic) copy of this Agreement unless specifically requested. The Bank reserves the right to modify these terms and conditions at any time, effective upon publication. Your use of Central Bank's NetTeller Online Banking services constitutes agreement to these terms and conditions, and any modification thereof. All notices from us will be effective when we have emailed or mailed them to your last known address as indicated in our records. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will either mail or email notice to you at least 21 days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

13. **FEES FOR THIS SERVICE.** There is no fee or charge assessed by us for you to register for or access these services. (We may assess fees or charges in the future; you will receive notice of such fees or charges, as required by law.) You may, however, incur charges to receive Internet service on your Mobile Device. You may also incur charges from your wireless carrier when sending and receiving text messages. You will be responsible to your wireless carrier for any such Internet or text messaging charges.
14. **PRIVACY AND SOLICITATION.** We are committed to protecting your privacy. All information gathered from you in connection with using the this Service will be governed by the provisions of the Central Bank Privacy Policy, which is incorporated herein by reference, and the receipt of which you acknowledge as part of your agreement to this Agreement. Upon enrollment, you are also providing your express prior consent permitting us to contact you for fraud prevention, servicing, telemarketing purposes, or other purposes as provided in the Privacy Policy.

15. **EXPORT CONTROL & INTERNATIONAL USE.** The United States controls the export of products and information containing encryption ("Controlled Technology"). You agree to comply with such restrictions and not to export or re-export any Controlled Technology within the Service to countries or persons prohibited under the Export Administration Regulations ("EAR"). By downloading any products or information from this Service, you are agreeing that you are not in a country where such export is prohibited and that you are not a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any products or information subject to the EAR. We do not make any representation that any content or use of the Service is appropriate or available for use in locations outside of the United States. Accessing the Service from locations where its contents or use is illegal is prohibited by Bank. Those choosing to access the Service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.
16. **PROPRIETARY RIGHTS.** Other than your materials and account information, all content received through the online banking service is the exclusive property of Central Bank and/or its licensors and is protected by copyrights or other intellectual property rights.
17. **YOUR RESPONSIBILITIES.**
- a. **PROVIDING HONEST AND ACCURATE INFORMATION UPON REGISTRATION.** You agree to provide true, accurate, current, and complete information about yourself as requested in registering for the Service, and you agree to not misrepresent your identity.
 - b. **NO ILLEGAL USE OF THESE BANKING SERVICES.** You agree not to use these Services to conduct any business or activity or solicit the performance of any activity that is prohibited by law or any contractual provision by which you are bound with any person. You agree to comply with all applicable laws, rules, and regulations in connection with the Service. You certify that you are 18 years of age or older or otherwise able lawfully to enter into contracts under applicable law.
 - c. **PROMPT NOTIFICATION OF THEFT OR DESTRUCTION OF EQUIPMENT.** You agree to notify us in a timely manner in the event you lose, change, or destroy the device registered with the Service.
 - d. **NAMING OF ACCOUNTS.** You agree not to use any personally-identifiable information when providing shortcuts or creating nicknames to your Accounts.
 - e. **DUTY TO INSPECT.** You shall inspect all transaction history, reports, journals, and other material evidencing the output of the service(s) performed by Bank. You must report all errors to the Bank for services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed sixty (60) days from the date that the error is made. Your Failure to promptly report errors within such specified time shall preclude you from asserting against the Bank any claims arising from the error or any loss caused by the error.
 - f. **COMPLIANCE WITH LAW.** You will use the Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations, including the sanctions laws administered by OFAC and the Bank Secrecy Act.
 - g. **RETENTION AND SECURITY OF ORIGINAL CHECKS.** Upon your receipt of a confirmation from the Bank that we have received an image that you have transmitted, you agree to retain the check in safekeeping in a secure environment for at least sixty (60) calendar days from the date of the image transmission. After sixty (60) days, you agree to destroy the check that you transmitted as an image, mark it "VOID" or otherwise render it incapable of further transmission, deposit, or presentment. Image quality is reviewed by the Bank after submission; however, if the receiving bank does not accept the image, you may be required to present the original check for payment. During the time the retained check is available, you agree to promptly provide it to the Bank upon request. The Bank assumes no liability for losses you may incur if the receiving bank does not accept your image and you are unable or unwilling to present the original check for payment. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.
 - h. **ENDORSEMENTS.** All checks submitted through the Services must be properly endorsed by you prior to transmittal. Unless otherwise instructed by the Bank, you agree that all checks deposited through this Service must (a) be signed by all required payees, and (b) state that they are "Online Deposit Central Bank." You

- i. agree to follow any and all other procedures and instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.
 - e. **IMAGE QUALITY.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the bank of the original check. The image of an item transmitted to the Bank using this Service must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established under Reg. CC and otherwise from time to time by the Bank, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. The Bank accepts no liability and makes no guarantee that its image standards will be acceptable to other banks when presented for payment.
 - f. **ELIGIBLE ITEMS.** You agree to scan and deposit only “checks” as that term is defined in Federal Regulation CC. When the images of the front and back of the check are transmitted to the Bank, they are individually or collectively converted to an electronic image for subsequent presentment and collection. It shall therefore be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
 - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
 - Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
 - Checks payable jointly, unless deposited into an account in the name of all the payees
 - Checks drawn on a financial institution located outside the United States
 - Checks that are remotely created checks (as defined in Reg. CC)
 - Checks not payable in United States currency
 - Checks dated more than six (6) months prior to the date of deposit
 - Checks that are “VOID” after 90 days
 - Checks or items prohibited by the Bank’s current procedures relating to the Service
 - Checks payable on sight or payable through Drafts (as defined in Reg. CC)
 - Checks with any endorsement on the back other than that specified in this Agreement
 - Checks that have previously been submitted through the Service or through a remote deposit service offered at any other financial institution, or otherwise previously converted to a substitute check, as defined by Reg. CC.
18. **THE BANK’S RESPONSIBILITIES.** Bank agrees to use ordinary care in rendering Services under this Agreement. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys’ fees, costs and expenses Bank may incur in collecting any sums you owe to Bank for overdrafts, service charges or otherwise or in enforcing any rights Bank may have under the terms of this Agreement or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Bank under this Agreement. You also agree to pay all attorneys’ fees, costs and expenses that Bank may incur as the result of defending any claim or action made against Bank by you, or on your behalf where Bank is found not to be liable for such claim. In no event shall Bank be liable to you for attorneys’ fees incurred by you in any action brought by you against Bank. Our sole responsibility for an error in a transfer will be to correct the error. Without limiting the generality of the foregoing, we are not responsible for the following matters, or for errors or failures of our Services as result of:
- a. **ACCESS.** We will not be liable under this Agreement for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.

- b. **YOUR DEVICE & YOUR SOFTWARE.** We will not be responsible for any errors or failures from any malfunction of your Device or any malicious software or other problems related to the Computer or Mobile Device used with our Services. We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your computer or mobile browser (Internet Explorer®, Safari®, or otherwise), your mobile service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use to access or communicate with the Service.
- c. **OTHER.** Any Transaction or instruction that: (i) exceeds your collected and available funds on deposit with the Bank; (ii) is not in accordance with any condition indicated by you and agreed to by the Bank; (iii) the Bank has reason to believe may not be authorized by you; (iv) involves funds subject to hold, dispute, or legal process preventing their withdrawal; (v) would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (vi) is not in accordance with any other requirement stated in this Agreement or any Bank policy, procedure or practice; or, (vii) for the protection of the Bank or you, the Bank has reasonable cause not to honor.
19. **CONTACT INFORMATION/HOURS OF OPERATION.** In case of questions about the Service or your electronic transactions contact customer service at:
Central Bank
Attn: Internet Banking
20701 Bruce B. Downs Blvd
Tampa, FL 33647
Phone: 813-929-4477
Email: info@centralbankfl.com
- Our representatives are available to assist you Monday - Friday from the hours of 8:30 a.m. to 4:30 p.m. eastern time, except federal holidays.
20. **AUTHORITY AND JOINT ACCOUNTS.** You hereby represent and warrant that you have full right, authority and power to execute, deliver and perform this Agreement. If this account is a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transactions, obtain information, terminate this Agreement or otherwise transact business, take actions or perform under this Agreement. We are not required to obtain the consent of, or notify either of you. However, each of you will only be permitted to access accounts for which you are an owner or authorized user. Each of you individually releases us from any liability and agrees not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is one of you or is otherwise authorized to use your Online Banking account. Each of you agrees to indemnify us and hold us harmless from any and all liability (including, but not limited to, reasonable attorney's fees) arising from any such claims or actions.
21. **INTERNET DISCLAIMER.** For any service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.
22. **LIMITED LIABILITY.** YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH USING THE INTERNET AND/OR A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED. IN NO EVENT WILL WE OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT, OR GOODWILL OR THE COSTS OF PROCUREMENT OF SUBSTITUTE OF GOODS OR THE ONLINE BANKING SERVICE), INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE ONLINR BANKING SERVICE EVEN IF YOU, BANK, OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY LAW, THE AGGREGATE LIABILITY OF BANK AND OUR THIRD PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED ONE THOUSAND DOLLARS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE SHALL BE AT

YOUR SOLE RISK AND THAT THE SERVICE IS PROVIDED BY BANK ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE (INCLUDING, WITHOUT LIMITATION, YOUR DEVICE OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR DEVICE HARDWARE OR SOFTWARE.

23. **RELATIONSHIP OF PARTIES.** You and Bank acknowledge and agree that the relationship of Bank and you is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.
24. **FORCE MAJEURE.** The Bank shall not be responsible for any liability, loss, or damage resulting from Bank's failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.
25. **INDEMNIFICATION.** In addition to the indemnification and liability provisions contained elsewhere in this Agreement, the following provisions apply: You agree to indemnify, defend, and hold Bank and our affiliates, officers, directors, employees, consultants, agents, Online Banking Service providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from damages that result from misuse or loss of your phone or misuse of the Service. You will be liable for, hold harmless, and will indemnify Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by Bank arising out of your failure to report required changes, transmission of incorrect data to Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Bank's failure to act in good faith, you agree to indemnify and hold Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any services performed in connection with this Agreement, (ii) Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of applicable laws, rules or regulations.
26. **AREA OF SERVICE.** The Services described in this Agreement are solely offered to citizens and residents of the United States of America and may not be accessed while outside of the United States of America.

27. **PROGRAM REVISIONS.** We may, from time to time, revise or update, or perform maintenance upon, our program, the Services, and/or related material, resulting in interrupted service or errors in the Services or rendering prior versions obsolete. We also may need to change the scope of our Services from time to time. We will attempt to provide prior notice of such interruptions and changes but cannot guarantee that such notice will be provided. We reserve the right to terminate this Agreement as to all prior versions of our programs, the Services, and/or related material and limit access to our more recent versions and updates. Use of the Service after the effective date of any such revisions, updates, and/or changes will constitute your consent to the same.
28. **NOTICES.** All notices required under this Agreement shall be sent in writing or electronically by a telecommunications device capable of creating a written record and delivered, mailed, or made available to you at the most recent address on file with the Bank and to us at the address set forth herein or to such other address as such party may designate from time to time. All notices shall be effective upon mailing or electronic transmission.
29. **TERMINATION.** This Agreement will be in effect from the date your registration is submitted by you and accepted by Bank and at all times while you are using the Online Banking Services. Either you or Bank may terminate this Agreement and your use of the Service or any product within the Service at any time with or without notice. We may terminate this Agreement after ninety (90) days of inactivity. All applicable provisions of this Agreement shall survive termination by either you or Bank.
30. **LIABILITY FOR TRANSACTIONS COVERED BY REGULATION E (CONSUMER ACCOUNTS).** To the extent a transaction is an “electronic fund transfer” under Consumer Financial Protection Bureau Regulation E, tell us AT ONCE if you believe your Password has been lost or stolen, or if you believe that an Electronic Banking transaction has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. Call us at 813-929-4477 during our normal business hours. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, you can lose no more than \$50.00 if someone used your Access Code or made a transaction without your authorization. If you do NOT tell us within two (2) Business Days after you learn of the loss, theft, or unauthorized transaction, and we can prove we could have stopped someone from using your Access Code or the Service without your authorization if you had told us, you could lose as much as \$500.00. You could also lose up to an additional \$50.00 if the Funding Account has an overdraft protection line of credit feature. Also, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, 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 hospital stay) kept you from telling us, we will extend the time periods as may be reasonable under the circumstances.
31. **BANK’S FAILURE TO COMPLETE TRANSACTIONS (CONSUMER ACCOUNTS).** To the extent that an Online Banking Service transaction is an “electronic fund transfer” under Consumer Financial Protection Bureau Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:
- a. Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
 - b. The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
 - c. Your Internet service provider, Cellular service provider, telephone line, modem, router, or other equipment is not operating properly;
 - d. The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
 - e. You do not properly follow the instructional materials provided in connection with Online Banking;
 - f. You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
 - g. You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions that may be stored on your Device or the host system have been lost;
 - h. A Payee mishandles or delays the handling of Payments sent by us;
 - i. Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;

- j. Your Access Code has been reported lost or stolen;
 - k. We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
 - l. You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
 - m. Your Internet or Mobile Device service has been disconnected or there are deficiencies in the quality of your data transmissions;
 - n. Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
 - o. Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
 - p. Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).
 - q. There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.
32. **ERROR RESOLUTION (CONSUMER ACCOUNTS).** In case of errors or questions about your electronic transfers, telephone us, write us at or E-mail us at the number or location provided in Paragraph 19 as soon as you can if you think that your statement is wrong or you need more information about a transaction listed on your statement or appearing on the account activity screen of your PC and/or Mobile Device, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared or you received notification of the problem or error on your PC and/or Mobile Device. You must:
- a. Tell us your name and the Account number.
 - b. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - c. Tell us the dollar amount of the suspected error.
 - d. If the suspected error relates to a bill payment made via the Online Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, confirmation number, and the payee account number for the payment in question. (This information appears on a screen in the Online Banking Service.)
- If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account) after we hear from you and will correct any error promptly. If we require more time, however, we may take up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) to investigate your complaint or question. If this additional time is necessary, and your written notification has been received by us, we will credit your account within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the 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 question in writing and we do not receive it within ten (10) Business Days (twenty (20) Business Days for transactions that have occurred within 30 days after the first deposit to the account), we will not credit your account and we will still have up to forty-five (45) days (ninety (90) days for point-of-sale transactions, transactions initiated outside the United States, or transactions that have occurred within 30 days after the first deposit to the account) for our investigation. We will tell you the results within three (3) 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.
33. **GOVERNING LAW.** These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law provisions and without regard to your state of residence.
34. **ENFORCEMENT.** In the event a dispute arises either directly or indirectly, under this Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in Florida. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

35. **MISCELLANEOUS PROVISIONS.**

- a. **HEADINGS.** The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.
- b. **SEVERABILITY.** The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.
- c. **WAIVER.** No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.
- d. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.
- e. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.
- f. **TRANSFERS AND ASSIGNMENTS.** You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

I agree to the above terms and conditions.