

OLD FLORIDA BANK INTERNET BANKING ONLINE ACCESS AND ELECTRONIC FUND TRANSFER DISCLOSURE

Agreement – This Agreement, which includes an Enrollment Form, is a contract which establishes the rules which cover your electronic access to your accounts at Old Florida Bank (“Bank”) through Old Florida Bank’s online web site, www.oldflbank.com (“E-Bank”). By using E-Bank, you accept all the terms and conditions of this Agreement . Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with Bank such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

Definitions

In this agreement, the words “we”, “us”, or “our” mean Old Florida Bank as appropriate and their successors or assigns. When we use the words, “you” or “your” we mean each person who has an interest in an account or other relationship which is accessible through the Old Florida Bank site (E-Banking) means that information, communications and transactions provided to you by us through any non-branch remote channel, including the Old Florida Bank web site, within our Area of service, including, but not limited, to the following:

Account Information, Funds Transfers and Bill Payments, stop payments, check inquiry and check reorder for account(s) established at a branch. When you use our services or you permit any other person to use our services, you agree to the terms and conditions we have set out in this agreement and any instructional material, which we provide you regarding the services. You agree that electronic copies of communications are valid and you will not contest the validity of the original or copies, absent proof of altered data or tampering.

Access

To use E-Bank, you must have at least one checking account at BANK, access to Internet service, and an e-mail address. Once we have received your signed enrollment Form, and verified your account information, we will provide you with a log-in ID and a temporary password at the time your enrollment is accepted. Access to your accounts through E-Bank will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through E-Bank to determine that they are made on behalf of the accountholder.

E-BANK SERVICES

You can use E-Bank to obtain BANK account information, transfer funds between BANK accounts, stop payments, check inquiry, change your address, check reorder for BANK accounts and pay bills from your BANK accounts in the amounts and on the dates you request if you have enrolled for the Bill Payment Service through our Bill Pay Feature.

Hours of Access

You can use E-Bank seven days a week, twenty-four hours a day, although some or all E-Bank services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on Old Florida Banks website. When performing any of E-Bank services, there are time constraints on the actual processing of various services, which will be displayed on the appropriate form for you to see when initiating the transaction.

Your Password

For security purposes, you are required to change your password upon your initial login to E-Bank. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to E-Bank will be revoked. To re-establish your authorization to E-Bank, you must contact us to have your password reset or to obtain a new temporary password.

We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security.

Security

You understand the importance of your role in preventing misuse of your accounts through E-Bank and you agree to promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver’s license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via E-Bank is encrypted in an effort to provide transmission security and E-Bank utilizes identification technology to verify that the sender and receiver of E-Bank transmissions can be

appropriately identified by each other. Notwithstanding our efforts to insure that E-Bank system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing E-Bank, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges

You agree to pay the fees and charges for your use of E-Bank services as set forth in the current fee schedule. You agree that all such fees and charges will be deducted from the BANK checking account that has been designated as the "Primary Checking Account" on your Enrollment form. If you close this account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of E-Bank.

Posting of Transfers

Transfers initiated through E-Bank are posted to your account as real-time.

Overdrafts (Order of Payments, Transfers and Other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
- b. Electronic funds transfers initiated through E-Bank which would result in an overdraft of your account may, at our discretion, be cancelled;
- c. In the event the electronic fund transfers initiated through E-Bank which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of E-BANK Transactions

The number of transfers from BANK accounts and the amounts, which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

Bill Payment Service

Bill Payment through Old Florida Bank's E-Banking is offered by CheckFree. You must enroll and agree to the terms and conditions provided to you by CheckFree. Any errors that may arise from the Bill Payment on your account will need to be submitted directly to CheckFree's help function. If you do not receive a timely or acceptable response, notify us promptly via e-mail.

Stop Payment Requests

The Customer acknowledges that the Stop Payment feature of the Services is an alternate entry system for issuing Stop Payment Orders. When utilizing this feature, customer warrants that the information describing the check or draft, including the check or scheduled transfer date, its exact amount, the check number and payee, is correct. Customer acknowledges that the exact amount of the check or draft is required, and if the incorrect amount or any other incorrect information is provided, the Bank will not be responsible for failing to stop payment on the item. Customer agrees that the Stop Order must be received by the Bank within a reasonable time for the Bank to act on the order prior to final payment of the check,.

You may place a stop payment request online via E-Bank only for paper checks you have written on your BANK accounts. Online stop payment requests are processed until 4:00p.m. on the business day the stop payment has been requested online. Any stop received after 4:00p.m. will be processed the following business day. The stop payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check.

If you make your stop payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account.

Disclosure of Account Information and Transfers

Information about your accounts or the transfers you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify a check you have written. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to E-Bank. You agree and hereby authorize all of these transfers of information.

Fees for E-Banking

E-Banking is a service that the bank provides to its customer to help them to manage their accounts with us. However, if you select the Bill Payment Service provided on the E-Banking, there will be a charge of \$6.00 a month and \$.25 for bill payment in excess of 10 items per month. Old Florida Bank will pay for this service for the first 6 months. Also, if using the wire transfer portion of E-Banking, we will charge your account for a processing fee of \$15.00. Stop Payments will have a fee of \$20.00 if submitted via the E-Banking site.

Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any of E-Bank services, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK'S web site, www.oldflbank.com.

If you are a Business Customer with Cash Management Services this Agreement is effective from the date the Service is accessed by Customer and shall remain in force until termination. The Agreement shall be terminated upon thirty days prior written notice by either party to the other, upon termination of the relationship between the parties, if the customer fails to comply with the terms and conditions of this Agreement, or upon termination of the software license agreement between Bank and Certegy E-Banking Services. The Customer agrees to return any and all written and electronic documentation related to the Service to the Bank, upon termination. The Customer shall retain no copies in any form. The provisions of this Agreement that protect the proprietary rights of Certegy E-Banking Services and the Bank will continue in force after termination.

Miscellaneous

This Agreement, together with addendum's, schedules, other written agreements and applicable Bank rules and regulations represents the entire understanding of the parties. If any option of this Agreement is found to be unenforceable, all remaining portions shall remain in full force and effect. Customer agrees not to sublicense, assign or transfer this license or the Service except as expressly provided in this Agreement. This Agreement is governed by the Laws of the State of Florida. It may not be amended or modified except by a written instrument signed by both the Customer and the Old Florida Bank.

OLD FLORIDA BANK ONLINE BANKING ENROLLMENT FORM

Personal Application

Business Application (Include Form CR)

CUSTOMER INFORMATION:

Name: _____ New User: Existing User Modification:

Address: _____ TIN/SSN: ____ - ____ - _____

City: _____ State: _____ Zip: _____ - _____

Phone: ____ - ____ - _____ Primary Contact for Account(s): _____

Email Address: _____

REQUESTED SERVICES

Internet Banking E Statements Cash Management Services (Schedule C & Form CR Req.)
 Maintenance ACH Services (Schedule C, Schedule D & Form CR Req.)

ACCOUNT INFORMATION

Account #	Account Description (as you identify this account)	Type	
1	(P)	Checking	
2			
3			
4			
5			

(P) Indicates Primary Checking Account from which charges you incur will be debited.
 Account Type: CH= Checking MMA= Money Market SAV= Savings

USER INFORMATION – (REQUIRED TO ACTIVATE YOUR ACCOUNT)

NAME	ACCOUNT TO ACCESS	E-MAIL	TIN / SSN	* CASH MGMT Yes / No

BANK INFORMATION (To Be Completed By Bank)

<input type="checkbox"/> New Customer	Date: _____	<input type="checkbox"/> Existing Customer since	Date: _____
Officer: _____		Branch: _____	

* Cash Management accounts must include a Customer Representative form for each user listed

SIGNATURES: By signing below, I authorize **OLD FLORIDA BANK** to issue a temporary password on my behalf which I will be forced to change to a private password the first time I log in to the system and acknowledge receipt of the Online Access Agreement and Electronic Fund Transfer Act Disclosure.

Customer Signature	Date	Bank Signature (for Business accounts ONLY)	Date
Customer Signature	Date	Signature Verified By	Date
Customer Signature	Date		