



Business Account Internet Banking & Bill Payment Enrollment Form

Main Office – Merritt Island
1380 N. Courtney Parkway
Merritt Island, FL 32953
321-452-0011 phone
321-452-0233 fax

Note: Please complete the following form and mail / fax to the Main Office listed above.

Section 1: PRIMARY USER REQUIRING ACCESS

Form with fields: Account / Business Name, Address, Phone, Tax ID / SSN #, Contact Name, City, State & ZIP, Fax, E-Mail Address

Section 2: PRIMARY USER SERVICES REQUESTED

Internet banking and bill payment services are all inclusive and has full authority and function to obtain Check Images, Statements, Internal Transfers, Internal Loan Payments, Stop Payments, On-line bill payments. Only authorized signers will be granted access to this service. Please check the services requested.

Form with checkboxes: Activate On-Line Banking & Bill Pay, De-activate On-Line Banking & Bill Pay, Re-set Password, Re-set User ID

Section 3: ACCOUNTS FOR ACTIVATION

List the accounts you determine accessible through your internet banking and bill payment services.

Table with columns: ACCOUNT TYPE, ACCOUNT NUMBERS. Rows include checkboxes for All ACCOUNTS LISTED WITH CUSTOMER, DDA, SAVINGS, CERTIFICATES, LOANS, and empty rows.

Section 4: AUTHORIZED SIGNERS

All accounts listed above must show the same authorized signers to be eligible for on-line access.

Form with four rows for authorized signers, each with fields for Printed Name, Title, Date, and Authorized Signature.

## AUTHORIZATION AND AGREEMENT

By signing above, I hereby apply for internet Banking and Bill Payment service (the "Service") and authorize Fidelity Bank (the "Bank") and its agents and assigns to provide the Service to the above designated accounts. I understand that the use of the Service is subject to the terms and conditions (including those applicable to electronic fund transfers subject to Regulation E of the Federal Reserve Board) contained in: (a) the Internet Banking Agreement ("the Agreement"), and (b) your general disclosure for personal and business accounts which I received when I opened my account(s). I acknowledge and agree that using, or permitting another person to use, the Service confirms the terms and conditions set forth in the Agreement.

I must indicate that I wish to cancel the Service by written notice using this form. Service can be cancelled by the Bank for non-usage of the Service for **THREE MONTHS**. If my Service is discontinued, pending payments and recurring payments that have not been sent will also be canceled.

I hereby certify that all statements in this application are true and complete and are made for the purpose of obtaining the Service; authorize you to obtain such information as you may require concerning the statements herein; agree that this application shall remain your property; and acknowledge my responsibility to inform you of any change in name, address or employment within a reasonable time.

## AGREEMENT: INTERNET BANKING

### DEFINITIONS:

"You" and "Your" mean each of the depositors or loan customers who have signed the "Internet Banking Application." "Us," "We" and "Our" mean Exchange National Bank. "Internet Banking" refers to the services provided by us, from time to time, which can be accessed by you via the Internet. "Services" refers to information provided, rates, products, balance transfers, bill payment services and any other services we offer for which you are approved. Our current service provider is Fidelity Information Systems. "Business Days" means Monday through Friday and excludes legal holidays.

### AGREEMENT:

Contracts and disclosures that you have already received, such as limitations on transfers from savings accounts, your deposit agreement with us, funds availability, payment of interest, fees, Truth-in-Savings and Electronic Funds Transfer remain in full force and effect. The following provisions relate only to Internet Banking and are in addition to those provisions. Parts of this agreement are the application which you signed, Internet Banking agreement and the Electronic Funds Transfer Disclosure for Internet Banking. Another important document is our Privacy notice, which you will receive with your Personal Identification Number and other materials that will allow you to use the services.

This agreement is subject to applicable Federal and Florida law. Federal law and regulation shall apply first, with any further interpretation made in accordance with Florida State law. If any part of this agreement is found by a court of proper jurisdiction to be unenforceable, all other provisions will remain in effect.

This agreement is binding upon you and your heirs. This agreement cannot be assigned by you. If we choose not to enforce a provision of the contract, it does not mean that we will not later enforce it (we cannot waive contract provisions by practice). Any changes to this agreement will be in writing. We may change this agreement by sending you notice at least 21 days before the change is effective. You agree that you are not relying on any other representations or understandings other than those contained herein.

### PASSWORDS, PERSONAL IDENTIFICATION NUMBERS (PINs) AND AUTHORIZED USERS AND SECURITY ISSUES:

You agree that the services will be accessed by use of a password and PIN. You agree that if any accounts listed are joint accounts that all account holders and other authorized persons have signed the Internet Banking Application (such as co-signers, co-borrowers or surety/guaranty on loan accounts or authorized signers or joint account holders on deposit accounts). You agree not to make a claim against us for any of your actions and to hold us harmless from any such actions or transactions, as to damages of any kind, including attorney's fees. By use of your password and PIN, you agree that you have received, read and understand this agreement, Electronic Funds Transfer Disclosure, our "Questions and Answers" link found on our online banking link and our Privacy link found on each page of our web site.

Your password and PIN should be kept secret by you. You are solely responsible for their use. They may be revoked if improperly entered three times. Contact us for instructions if this should occur.

You will ordinarily have access to services at all times. You understand, however, that system maintenance or other problems, such as phone system outages or equipment problems may occur, causing Internet Banking to be temporarily unavailable.

Passwords, PIN numbers and encryption are some of the devices we use to protect your information. We take security of your information seriously and you should, too. You should be aware that in spite of security measures that can be taken, when data is transmitted, it can be intercepted. Therefore, we cannot warrant that your transmissions, particularly e-mail, are secure. For this reason we do not recommend sending sensitive personal information by e-mail.

### GENERAL INFORMATION:

You understand that we do not warrant that any hardware or software you own can access the services and that you are solely responsible for fees you may incur in order to use the services (i.e., phone or Internet provider fees).

You also understand that we reserve the right not to affect transfers and payments made via Internet Banking:

- When available funds in the account are insufficient to affect the transfer or payment. This could be due to legal process, because we placed a hold on your account, other transactions such as cash withdrawals, which take priority, have occurred or if an overdraft would have occurred if the transaction would have been completed. We also reserve the right to overdraw the account and assess our current overdraft charge.
- Your regular periodic statement will reflect all transactions done through Internet Banking.
- We require that all stop payment requests be confirmed in writing, signed and returned to our bank. Payments you authorize electronically cannot be stopped, with the exception of pre-authorized transfers.

## AGREEMENT: INTERNET BANKING (CONTINUED)

- We will take reasonable steps to make sure that Internet Banking is a secure, accurate and available service. We cannot, however, warrant that Internet Banking will be error-free, unbreachable through efforts of "hackers" and others, or available at all times without fail. You agree to hold us harmless from any loss of any kind resulting from these circumstances or any others resulting from the use of Internet Banker Services.

### INTERNET BANKING ELECTRONIC FUNDS TRANSFERS RIGHTS AND RESPONSIBILITIES

This disclosure is in addition to and should be read with the "Electronic Funds Transfer; Your Rights and Responsibilities" that you received when opening your accounts.

Electronic Funds Transfers that we allow to be conducted over the "Internet Banking" and "Bill Pay" systems are enumerated below. Make sure you carefully read and understand this disclosure. It contains important information about your rights and responsibilities when these services are used. You may not have all of these services available to you. Please keep a copy of this important information.

#### Types of transfers, services, limitations, fees:

1. Review balance and account information on loan and deposit accounts.
2. Review history on loans and deposits.
3. Transfer funds between deposit accounts, limits apply to the number of transfers on savings accounts.
4. Transfer funds from deposit to loan accounts (make payments).

#### Other exceptions to our liability:

- If you knew that your equipment or our equipment was not working properly and you attempted the transaction anyway;
- If the balance in your account from which the transaction was attempted was subject to hold by notice given to you under our Funds Availability Policy, legal process or any other legitimate reason;
- If you did not give complete, accurate or current account numbers or other identifying information necessary and prudent for us to have before we could properly credit or debit your accounts;
- If you provide inaccurate information or fail to notify us to correct information that you know to be incorrect;
- If you do not allow sufficient time for the transfer to be effected (i.e., resulting in overdraft charges or late fees because the transfer was made after the current business day's work had been processed);
- Any damages of any kind for which Federal or Florida law does not clearly establish our liability.

### BILL PAYMENT SERVICES

In addition to Electronic Funds Transfer Disclosures given to you earlier, when you opened your account, the following will apply to Bill Payment Services.

#### 1. Transfer Types and Limitations:

- a. You may use "Bill Payment Services" to:
  - Initiate an electronic bill payment via ACH or check issuance,
  - Check on paid electronic payments,
  - Stop or reissue an electronic payment,
- b. There are no limits (other than your "available balance") to the amount or frequency of transfers made by Bill Payment Services.

#### 2. Your monthly statement will show your bill payment transactions. It is your responsibility to review your statements for accuracy each month.

#### 3. Liability for Failure to Make Transfers:

You should consult the previous Electronic Funds Transfer Disclosure you received for general liability. In addition, we will not be liable for:

- a. If our equipment or yours was not working properly and this should have been apparent to you when you conducted or attempted to conduct the transaction;
- b. If the money in the account from which a payment or transfer is to be made is subject to legal process, for example, a "hold" has been placed on the account because we doubt the collectability of items deposited or some other claim restricts the transaction;
- c. You have not given us complete, correct, or current account numbers or other identifying information so that we can properly credit or debit your account or otherwise complete the transaction;
- d. If you provide us with inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware;
- e. If you do not instruct us to make the transfer so that it can be credited by the time it is due: transactions which are time-sensitive (like loan payments, etc.) which should be conducted on the business day (Monday through Friday) before you want the transfer to actually take place;
- f. Consequential indirect or incidental damages for which existing law does not establish our liability.

#### 4. Confidentiality:

Refer to those disclosed in the Electronic Funds Transfer Disclosure you received earlier.

#### 6. Unauthorized Transfers/Error Resolution:

For instances where we share personal information, refer to the Electronic Funds Transfer Disclosure you received earlier for liability and notice requirements. Our Privacy notice is available upon request at our bank.

- a. It is now a criminal offense, punishable by up to 15 years' imprisonment, to use an access device (including, but not limited to, someone else's PIN number) to assume someone else's identity.