



## **ONLINE BANKING & BILL PAYMENT AGREEMENT**

The first time you access your accounts through Online Banking, you agree to be bound by the terms and conditions of this Online Banking Agreement (“Agreement”) and acknowledge its receipt and your understanding of its terms.

### **Introduction**

This agreement explains the terms and conditions for accessing accounts and conducting transactions at Progress Bank of Florida (Institution”, “we”, “us”, and “our”) via our on-line Online Banking site(s) (“Online Banking”). As used in this Agreement, the terms “you” and “your” refer to each person enrolling in the Online banking program.

### **Benefits of Online Banking**

Through Online Banking, you can manage eligible accounts from your home or office on a personal computer. Online banking can be used to conduct any of the following “On-line Financial Services”: Obtain balances and transaction histories on all eligible accounts enrolled in Online Banking (All account balances and transaction histories reflect activity through the close of the previous banking day); Transfer money between eligible accounts (The number of transfers you can make from an account is limited as described in the applicable account agreement. In addition, if a hold is placed on any funds deposited in an eligible account, you may not transfer the portion of funds being held until that hold expires); Transfer money to pay Progress Bank of Florida for overdraft protection, consumer loans, home equity y loans, or certain other eligible loans; and pay bills to any merchant, financial institution, or an individual with a U.S. address.

Progress Bank of Florida may, from time to time, introduce new On-line Financial Services. By using those services when they become available, you agree to be bound by the terms contained in this Agreement, and its subsequent amendments.

### **Security & Protecting Your Account**

We are strongly committed to protecting the security and confidentiality of our customer’s account information. We use several techniques to help secure our Online Banking service, including the following:

- You can only access Progress Bank of Florida with certain browsers that have a high security standard. Your account numbers are never displayed in full- only the last 4 digits can be viewed.
- You must have a valid Online Banking User ID and password to logon.
- If no action is taken for 10 minutes, you will automatically be logged off the Online banking Service.

### **Requirements**

To access On-line Financial Services you must have Windows: IE 5.0 through 6.0, Netscape Navigator 4.76 and higher, Netscape Communicator or 6.0 through 7.0 or compatible web browser and 128 bit data encryption.

In addition to compatible software, you must have an Online Banking User ID, a password and maintain one or more the following eligible accounts at Progress Bank of Florida:

Personal Checking Account  
Personal Money Market  
Interest Checking Account  
Personal Savings Account  
Business Checking Account  
Business Interest Account  
Business Money Market  
Personal or Business Loan Account



### **Password**

Your password will give you access to Progress Bank of Florida's account via Online Banking. Progress Bank of Florida is entitled to act on any instruction it receives using your password. For security purposes, it is recommended that memorize your password and do not write it down. We also recommend that you change your password regularly to try to avoid misappropriation by a third party. Your password can be changed at our Online Banking site. You are responsible for keeping your password and account data confidential. When you give someone your password, you are authorizing that person to use Online Banking and the On-line Financial Services. You are responsible for all transactions performed using your password, even if you did not intend or authorize them. In addition, fraudulent transaction initiated using your password will be charged against your account(s).

### **Accessibility**

You can usually access Progress Bank of Florida's Online Services seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of our Online Banking or On-line Financial services may not be available due to system maintenance or reasons beyond Progress Bank of Florida's control. Progress Bank of Florida does not warrant that Online Banking or On-line Financial Services will be available to you at all times. When available, you may use an Automated Teller Machine ("ATM") or call our office to conduct your transactions. An On-line Financial Service transaction initiated prior to 4 PM (Easter Time) on banking day is posted to your account that same day. All transfers completed after 4 PM (Easter Time), or on a non-banking day, will be posted the following banking day.

### **Fees and Charges**

There is currently no charge for the use of the On-line Financial Services described in the Agreement.

### **Restrictions**

You may not appropriate any information or material that violates any copyright, trademark or other proprietary or intellectual property rights of any person or entity while using the Online Banking or On-line Financial Services. You may not gain, or attempt to gain, access to any Online Banking and/or On-line Financials Service server, network or data not specifically permitted to you by Progress Bank of Florida or its suppliers, and you must not include any obscene, libelous, scandalous, or defamatory content in any communications with Institution or its suppliers.

### **Accessing the Service**

When you complete your internet banking enrollment form, you will be given an opportunity to request a User I.D. and Password. You will use the User ID and password to access both the Internet Banking product and the Bill Pay product.

Each time you access the Service, you will be asked to enter your User ID and Password. The correct responses will give you access to the Service.

### **Bill Payment Service**

This is your bill paying agreement with Progress Bank of Florida. You may use Progress Bank of Florida's bill paying service, Bill Pay, to direct Progress Bank of Florida to make payments from your designated checking (account) to the Merchants you choose in accordance with this Agreement. The terms and conditions of the Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules.)



“You” or “Your” means each person who signs the bill paying enrollment form or is otherwise authorized to use the Service. “Merchant” means anyone, including the Financial Institution, you designate and the Financial Institution accepts as a payee.

### **How to set up Merchants/Payments**

When you sign onto the bill pay system you will establish your list of Merchant’s by selecting the Add button on the Set up

Accounts and Payee screen. You may add a new fixed payment for any Merchant but only if they are on your authorized list of payees. If the Merchant is not set up for electronic payments, the service will generate a paper check for payment. The check will carry your account number and will clear directly through your account. A unique check number will appear on your statement for easy recognition. Progress Bank of Florida reserves the right to refuse the designation of a Merchant for any reason.

Progress Bank of Florida is not responsible if a Bill Payment can not be made due to incomplete, incorrect, or outdated information provided by you regarding a Merchant or if you attempt to pay a Merchant that is not on your Authorized Payee list.

### **The Bill Paying Process**

Progress Bank of Florida will process variable payments on the business day (generally Monday through Friday, except holidays) you designate the bill to be processed, provided the payment request is received prior to the cut-off time set by Progress Bank of Florida, which is currently 4:25 PM EST. Variable bill requests received after the business day cut-off time or at any time on a non-business day will be processed on the next business day. The Financial Institution reserves its right to change the cut-off time by giving you notice if it changes. FOR RECURRENT PAYMENT REQUESTS, IF YOU DESIGNATE A PROCESSING DATE OF THE 28<sup>TH</sup> THROUGH THE 31<sup>ST</sup> OF A MONTH, YOU MUST SELECT THE OPTION OF “LAST BUSINESS DAY” FOR PROCESSING TO ALWAYS BE INITIATED ON THE LAST CALENDAR DAY OF THE MONTH. Otherwise, recurring payment requests will be processed on the dates you have designated, unless such date falls on a non-business day resulting in your payment begin processed on the next business day.

YOU MUST ALLOW FIVE (5) BUSINESS DAYS, PRIOR TO THE DUE DATE, FOR EACH BILL PAYMENT (RECURRING OR VARIABLE) TO REACH THE MERCHANT. (IT IS THE RESPONSIBILITY OF THE SUBSCRIBER TO SCHEDULE/ACTIVATES RECURRING PAYMENTS.) Due to circumstances beyond our control, some Merchants take longer to post payments than others. We suggest sending your first payment eight (8) business days in advance of the Due Date. After your first payment has posted you will have a better understanding of how much time to allow for each Merchant.

You must select a Payment Date that is a least five (5) business days before the actual Due Date reflected on your Payee statement. If your actual Due Date falls on a non-business day you must select a Payment Date that is at least one business day before the actual Due Date. Payment Dates should be prior to any late date or grace period.

When you have scheduled a payment, you authorize Progress Bank of Florida to debit you Payment Account and remit funds on your behalf. You certify that your Payment Account is an account from which you are authorized to make payments and any payment you make will be debited from this account. You also authorize the credit of returned payments from using the Bill Pay service.

The Bill Pay service will incur no liability and a Service Guarantee shall be void if the Bill Pay Service is unable to complete any payments initiated because of any of the following:



1. You have not provided the Bill Pay Service with the correct payment account information, or the correct name, address, phone number, or account information for the Merchant upon initiation of the payment; and/or,
2. Circumstances beyond the control of the Bill Pay Services (such as, but not limited to, fire flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances;
3. The payment-processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all Bill Payments requested, as well as, any other payment obligations you have to the Financial Institution. The Financial Institution reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the account and Progress Bank of Florida has not exercised its right to reverse or reject a Bill Payment, you agree to pay for such payment obligations on demand. You further agree Progress Bank of Florida at its option, may charge any of your accounts with the Financial Institution to cover such payment obligations.

The Bill Pay Service reserves the right to select the method in which to remit funds on your behalf to your Merchant.

Any Bill Payment can be changed or cancelled, provided you access the Service prior to the cut-off time on the business day prior to the business day the Bill Payment is going to be initiated.

#### **Returned Payments**

In using the Service, you understand that the Service and/or the United States Postal Service may return payments for various reasons, such as, but not limited to, the Service account number is not valid; the Service is unable to locate account; or Payee account is paid in full. The Service will use its best efforts to research and correct the returned payment, or void the payment and credit your Payment account. You may receive notification from the Service.

#### **Liability**

You are solely responsible for controlling the safekeeping of and access to, your password. You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority. If you want to terminate another person's authority, you must notify Progress Bank of Florida and arrange to change your password. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Progress Bank of Florida is not responsible for a Bill Payment that is not made if you did not properly follow the instructions for making a Bill payment. Progress Bank of Florida is not liable for any failure to make a Bill Payment if you fail to promptly notify Progress Bank of Florida after you learn that you have not received credit from a Merchant for a Bill Payment. Progress Bank of Florida is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Progress Bank of Florida. In any event, Progress Bank of Florida will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if the Financial Institution has knowledge of the possibility of them. Progress Bank of Florida is not liable for any act, failure to act, or delay in acting if it is caused, in whole or in part, by any cause beyond the Financial Institution's reasonable control.



### **Amendment and Termination**

Progress Bank of Florida has the right to change this Agreement at any time by notice mailed to you at the last address shown for the Account on the Financial Institution's records, by posting notice in branches of the Financial Institution, or as otherwise permitted by law.

Progress bank of Florida has the right to terminate this Agreement at any time. You may terminate this Agreement by written notice to Progress Bank of Florida. Progress Bank of Florida is not responsible for any fixed payment made before Progress Bank of Florida has a reasonable opportunity to act on your termination notice. You remain obligated for any payments made by the Financial Institution on your behalf.

Progress Bank of Florida reserves the right to charge you for research time involving payments no longer available in your screen history. You will be informed of any such charges before they are incurred.

Some Bill Payments are processed by Electronic Funds Transfer (EFT). Please see the Electronic Funds Transfers Disclosure statement included, or received when you opened your account, which discloses important information concerning your rights and obligations.

### **Responsibility**

Neither Progress Bank of Florida nor its suppliers will be liable for any transaction if: (i) you do not have enough money in your account to complete the transaction; (ii) a legal order prohibits withdrawals from your account; (iii) your account is closed or has been frozen; (iv) the transaction would cause your balance to go over the credit limit for any arrangement set up to cover overdrafts; (v) you, or anyone you allow, commits fraud or violates any law or regulation in connection with Online Banking or On-line Financial Services; (vi) any electronic terminal, telecommunication device or part of the electronic funds transfer system is not working properly; (vii) you did not provide us with complete and correct payment or transfer information; (viii) you did not properly follow the instructions for use of Online Banking or On-line Financial Services; (ix) you knew that Online Banking and/or the On-line Financial Services were not operating properly at the time you initiated the transaction or payment; (x) there is postal delay; or (xi) circumstances beyond our control (such as fire, flood, or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

### **Unauthorized Transactions/Transfers**

- (a) **Consumer Liability** Tell us at once if you believe anyone has improperly obtained your password or if you suspect any fraudulent activity in your account(s). 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). If you believe your password has been compromised, and you tell us within 2 business days after you discovering the loss or misappropriation, you can lose no more than \$50. Also, if you do NOT tell us within 2 business days after you learn of the loss or compromise of our password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. 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, 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 long trip or hospital stay) kept you from telling us, we will extend the time period.
- (b) **Contact in Event of Unauthorized Transfer** If you believe your password has been improperly obtained or if you suspect fraudulent activity on your account without your permission, call or write us at the telephone number or address listed at the end of this disclosure.



### **Error Resolution Notice**

In case of errors or questions about your electronic transfers and/or payments, 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 not later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 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 complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

### **Electronic Mail (E-mail)**

Sending E-mail is a very good way to communicate with Progress Bank of Florida regarding your accounts or the On-line Financial Services. However, your e-mail is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as account numbers and balances in any e-mail to Progress Bank of Florida. You cannot use e-mail to initiate On-line Financial Service transactions. All such transactions must be initiated using the appropriate functions within the Online Banking site. Progress Bank of Florida will not be liable for any errors, omissions, claims, or problems or any kind involving your e-mail.

### **Disclosure of Information**

Information submitted to Progress Bank of Florida or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by Institution or prohibited by law.

### **Links to Other Sites**

Information that Progress Bank of Florida publishes on the World Wide Web may contain links to other sites and third parties may establish links to Progress Bank of Florida's site. Progress Bank of Florida makes no representations about any other web site that you may obtain access to, from or through this site. Unless expressly stated in writing, Progress Bank of Florida does not endorse the products or services offered by any company or person linked to this site nor is Progress Bank of Florida responsible for any software or the content of any information published on the site of any third party. You should take precautions when downloading files from sites to protect your computer software and data from viruses and other destructive programs.



### **Virus Protection**

Progress Bank of Florida is not responsible for any electronic virus that you may encounter using the On-line Financial Services. We encourage you to routinely scan your computer and diskettes using a reliable virus protection product to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

### **Damages and Warranties**

In addition to the terms previously disclosed, Progress Bank of Florida is not responsible for any losses, errors, injuries, expenses, claims, attorney's fees, interest or other damages, whether direct, indirect, special, punitive, incidental or consequential, (collectively, "Losses") caused by Online banking or the use of On-line Financial Services or in any way arising out of the installation, use or maintenance of your personal computer hardware or software, including any software provided by Progress Bank of Florida or one of its suppliers. In addition, Progress Bank of Florida disclaims any responsibility for any electronic virus(es) customer may encounter during installation of such software or use Online banking or On-line Financial Services. Without limiting the foregoing, neither Progress Bank of Florida nor its suppliers shall be liable for any: (i) failure to perform or any Losses arising out of an event or condition beyond their reasonable control, including but not limited to communications breakdown or interruption, acts of God or labor disputes; or (ii) the loss, confidentiality or security of any data while in transit via the Internet communication lines, postal system, or ACH network. Progress Bank of Florida and its suppliers provide Online Banking and the On-line Financial Services from their own sites and they make no representation or warranty that any information, materials or functions included in Online Banking or the On-line Financial Services are appropriate for use by you in your jurisdiction. If you choose to use Online banking and/or the On-line Financial Services, you do so on your own initiative and are solely responsible for compliance with applicable local laws and regulation. Neither Progress Bank of Florida nor its suppliers warrant the adequacy, accuracy, or completeness or any information provided as a part of Online Banking, the On-line Financial Services, or contained in any third party sites linked to or from Progress Bank of Florida's web site. PROGRESS BANK OF FLORIDA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, FUNCTIONALITY, OR PERFORMANCE OF ONLINE BANKING, ONLINE FINANCIAL SERVICES, OR ANY SOFTWARE THAT MAY BE USED IN CONNECTION WITH SAME. PROGRESS BANK OF FLORIDA DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ERROR FREE OPERATION.

### **Indemnification**

Customer shall indemnify, defend and hold harmless Progress Bank of Florida and its officers, employees, directors, and suppliers and agents, in their intellectual capacities or otherwise, from and against any Losses arising out of: (i) Customer's negligence; (ii) Customer's failure to comply with applicable law; or (iii) Customer's failure to comply with the terms of this Agreement.

### **Additional Remedies**

Due to the likelihood of irreparable injury, Progress Bank of Florida shall be entitled to an injunction prohibiting any breach of the Agreement by Customer.

### **Termination and Changes in Terms**

Progress Bank of Florida reserves the right to terminate this Agreement or to change the charges, fees or other terms described in this Agreement at any time. When changes are made, we will notify you by: (1) electronic mail; (2) physical mail at the address shown in our records; and/or (3) update of our web site.



**Applicable Rules, Laws, and Regulations**

You submit to the jurisdiction of, and this Agreement shall be governed by the laws of the State of Florida, U.S.A., as well as the federal laws of the U.S.A. Venue for any action arising out of this Agreement shall be in a state court of competent jurisdiction covering Hillsborough County, Florida. The prevailing party in any such action shall be entitled to the recovery of its reasonable attorney's fees, costs and expenses.

**Assignment**

Progress Bank of Florida may assign its rights and/or delegate all or portion of its duties under this Agreement to a third party.

**Integration**

This Agreement constitutes the entire understand of the parties with respect to the subject matter of this Agreement, and all prior agreements, understanding and representations concerning such subject matter are canceled in their entirety. Notwithstanding the foregoing, this Agreement is in addition to any other agreements between you and Progress Bank of Florida.

**Severability**

If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and Progress Bank of Florida, this Agreement will control.

**Waiver**

Progress Bank of Florida shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of its rights under this Agreement. No waiver by Progress Bank of Florida of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement.

**Force Majeure**

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts of omissions or communications carriers, or other causes beyond that party's control. Either party may terminate this Agreement immediately on written notice if the other party is prevented from performing it obligations under this Agreement for a period of more than thirty (30) days due to reasons set forth in this subsection.

**Construction**

This Agreement shall be construed equally against the parties regardless of who is more responsible for its preparation. If there is a conflict between a part of this Agreement and any present or future law, the part of the Agreement that is affect shall be curtailed only to the extent necessary to bring it within the requirements of that law.

I HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND AGREE TO BE BOUND BY ALL ITS TERMS.