

## Surety Bank Online Banking Services Agreement

As of November, 2023

### General

This Surety Bank Online Banking Agreement (“Agreement”) contains provisions governing your access to and use of Surety Bank’s Online Services, accessible via a designated Internet website, which you may use to access certain of your accounts held at Surety Bank (the “Bank”) and conduct certain other banking transactions at the Bank. In addition to this Agreement, you agree to be bound by and comply with such other written requirements that we may furnish to you in connection with Surety Bank Online Banking Services and any other services and/or content that may be accessed via Surety Bank Online Banking Service, including but not limited to your agreements covering your accounts with the Bank (“Account Agreement(s)”), and with all applicable laws, regulations and rules. In the event of a conflict between the terms of this Agreement and your applicable Account Agreements with the Bank, the terms of your Account Agreement will control, except as may be otherwise stated herein. Please review your Account Agreement, which contains important legal terms and conditions and legally required disclosures about Electronic Funds Transfers and Funds Availability, as well as other important matters.

In order to use Surety Bank Online Banking Services you must also agree to Surety Bank Electronic Disclosure and Consent Agreement, which provides, among other things, that you consent to receive certain information electronically and includes software and hardware requirements. Withdrawal of your consent to receive communications electronically, as provided in the Surety Bank Electronic Disclosure and Consent Agreement, shall terminate this Agreement and your access to Surety Bank Online Services.

### Agreement

When you use or access, or permit any other person(s) or entity to use or access Surety Bank Online Services, you agree to the terms and conditions in this Agreement.

We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the site. Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Surety Bank Online Banking Services. Your use of the Surety Bank Online Banking Services after we have made such changes or amendments available constitutes your agreement to the change and to pay any applicable fees.

From time to time, we may revise, add new features to or update the Surety Bank Online Banking Services. We reserve the right to terminate your use of prior versions of Surety Bank Online Banking Services, and to limit access to more recent revisions and updates. We also reserve the right to suspend your use of Surety Bank Online Banking Services after six months of inactivity. If any expanded services are made available to you via Surety Bank Online Banking Services, you agree that any additional or modified services are also subject to this Agreement, as it may be amended.

Surety Bank Online Banking Services provide you online access to a variety of content, products, and services via a designated website. We grant to you, for your personal or internal purposes only, a nonexclusive, limited, and revocable right to access and use the Surety Bank Online Banking Services. You agree not to use the Surety Bank Online Banking Services for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the Surety Bank Online Banking Services without our prior written consent. You agree to use Surety Bank Online Banking Services solely as provided in this Agreement. When any Transfer, Payment or any other transaction generates items to be charged to your Account(s), you agree that we may debit your Account(s) without requiring the signature of an authorized signer for the Account(s). Additionally, if you transmit Instructions to us using Surety Bank Online Banking Services, you authorize us to accept, at your discretion, your electronic request as though it was made in writing and signed by you.

### Definitions

“*Account*” and “*Accounts*” refer to your accounts at the Bank that you designated, and we approved, for use through Surety Bank Online Banking Services. Your accounts at the Bank that may or may not have been designated and approved for use through Surety Bank Online Banking Services are referred to as “*account(s)*.”

“*Business Days*” are Monday through Friday, excluding Bank holidays.

“*Cutoff Time*” means 4:30 p.m. (Eastern Standard Time).

“*Instructions*” means information, including a request or order, provided by you to us for Payments, Transfers, to stop payment on a check or perform another type of transaction. You submit Instructions to us when, using Surety Bank Online Banking Services you, (i) transmit a request or order to us to Transfer funds, make a Payment, stop payment on a check or perform another type of transaction; and (ii) schedule a Transfer, Payment, or another type of transaction.

“*Payee*” refers to the person, business, or other entity to whom a payment is directed.

“*Payment*” refers to the withdrawing of funds from your Account and the transferring of those funds to a Payee.

“*Surety Bank Online*” or “*Surety Bank Online Banking Services*” refers to certain services, specified from time to time that are accessed via the Bank’s designated Site.

“*Scheduled Payment Date*” means the day on which you have instructed the Bank to begin to initiate a Payment. This date is not the date that your payment is due to a Payee, nor the date a Payee will necessarily receive the funds.

“*Scheduled Transfer Date*” means the day on which you have instructed the Bank (via an Instruction) to begin to initiate a Transfer. This may not necessarily be the same date that the funds are actually transferred into another of your accounts.

“*Site*” refers to the Internet website designated by the Bank as the website through which you access Surety Bank Online Banking Services.

“*Transfer*” refers to the internal transfer of funds from one of your Accounts held at the Bank to another of your Accounts held at the Bank.

The terms “*we*,” “*us*” and “*Bank*” refer to Surety Bank or any affiliate, agent, independent contractor, or designee that we may, at our sole discretion, involve in the provision of Surety Bank Online Banking Services.

The terms “*you*” and “*your*” refer to the user of Surety Bank Online Banking, whether singular or plural, who: (1) is an individual or entity that is the owner of an account or a party-in-interest of an account at the Bank or (2) is an individual authorized by an account owner or a party-in-interest to view account information and/or effect transactions in an account.

## **Eligibility**

To use Surety Bank Online Banking Services, you must have an eligible Surety Bank account. We reserve the right, in our sole discretion, to determine your eligibility to use any of the Surety Bank Online Banking Services. Only those accounts designated by you and approved by us, in our sole discretion, may be accessed through Surety Bank Online Banking Services. We reserve the right to restrict use of the Surety Bank Online Banking Services for one or more types of accounts or transactions, and to impose other limits or restrictions on use of the Surety Bank Online Banking Services. You can only designate accounts for access through Surety Bank Online Banking Services for which you are an authorized signatory. You cannot use Surety Bank Online Banking Services to make transactions from accounts where more than one signature is required for withdrawal.

## **Fees and Charges**

There is currently no additional fee or charge for use of Surety Bank Online Banking Services. However, when you use Surety Bank Online Banking to obtain certain products and services, such as to request the stop payment of a check, you are subject to all fees and charges that apply to those products and services and to your Account(s), as set forth in your Account Agreement or other documentation made available to you by the Bank.

## **Computer Equipment, Software, and Internet Services**

You are responsible for obtaining, installing, maintaining, and operating all connections, software (including, but not limited to any personal financial management software, if any), hardware or other equipment necessary for you to securely access and use Surety Bank Online Banking Services (collectively, “Your System(s)”). This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware and Internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet

service provider and any associated communications service provider charges.

You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet, and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of Your Systems used to access Surety Bank Online Banking Services, and for the transmission and receipt of information using Your Systems.

You acknowledge that you have requested Surety Bank Online Banking Services for your convenience, have made your own independent assessment of the adequacy of the Internet and Your Systems, and that you are satisfied with that assessment.

We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for Your Systems. We make no endorsement of any specific software, hardware or Internet service provider, and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

## **Password & Security**

A password and a user ID are needed to use Surety Bank Online Banking Services (referred to hereafter as a “Password” and a “User ID”), as well as other information (referred to as “Security Information”) that we may specify from time to time. Your access to Surety Bank Online Banking Services will be denied if you do not enter the correct User ID, Password or, if applicable, Security Information.

To prevent unauthorized access to your Account(s) and to prevent unauthorized use of Surety Bank Online Banking Services, you agree to: (a) protect and keep confidential your User ID, Password, Security Information and any other information or items needed to access Surety Bank Online Banking Services; (b) assume and accept all liability that legally can be imposed on you for each use of your User ID, Password and/or Security Information whether or not such use was authorized by you; and (c) immediately notify us if you have reason to believe your Password, User ID, Security Information, or any other information or items that may allow access to Surety Bank Online Banking Services has been lost, stolen or otherwise compromised, or if you have reason to suspect that unauthorized access to your Account(s) has occurred or will occur through Surety Bank Online Banking Services.

Additionally, without limiting the foregoing, business clients are solely responsible for changing User ID’s, Passwords and/or Security Information when any employee’s employment by the business is terminated.

## **Available Services**

You must meet certain eligibility requirements to use each of the Surety Bank Online Banking Services. The following is a non-exhaustive list of the Surety Bank Online Banking Services that are currently available:

### **Account Access Services**

- View “real-time” Account balances and Account information for your Accounts;
- Review transaction history on your deposit and loan Accounts; and
- Initiate a request to stop payment of a check.

### **Transfer Services**

- Transfer funds between your Accounts held at the Bank;
- Schedule future or recurring Transfers; and
- Modify or cancel Transfers.

### **Bill Payment Services**

- Initiate Payments to a Payee in the United States using funds from your Account(s);
- Schedule future or recurring Payments; and

- Modify or cancel Payments.

Below are provisions that apply to use of each of these Surety Bank Online Banking Services.

#### *Account Access Services*

Account information provided to you as part of the Surety Bank Online Banking Services Account Access Services, is not the official record of your Account or its activity. Your Account statement(s) furnished to you in paper format will remain the official record of your Account(s).

Unless otherwise indicated, the balance information displayed through Surety Bank Online Banking Services is the current available funds balance for your Account. Transaction history that you obtain through the Services is current as of the close of business on the preceding Business Day.

The provisions of your applicable Account Agreement, except as otherwise provided in this Agreement shall apply to your use of the Surety Bank Online Banking Services to stop payment of a check.

Instructions to stop payment of checks must be initiated prior to 4:30 p.m. (Eastern Standard Time) on the Business Day you wish to have the payment of that check stopped. Instructions to stop payment of a check initiated after 4:30 p.m. (Eastern Standard Time) on the Business Day will typically be processed on the next Business Day.

It is possible, on a Business Day, that a check presented to the Bank for payment may be honored by the Bank even though you have submitted Instructions earlier on that Business Day to the Bank via the Surety Bank Online Banking Services to stop payment on a check. If you need to stop payment of a check on a more timely basis, please call 1-386-734-1647.

While it is anticipated that most stop payments of checks will be processed in accordance with the time frames stated above, due to circumstances beyond our control and in accordance with the provisions of this Agreement, some stop payment requests may take longer to process. We are not liable for the failure to stop payment of a check except as expressly provided in this Agreement or otherwise required by law.

You may use personal financial management software (“PFMS”), such as Microsoft® Money, Quicken® or Quickbooks® . You agree not to use PFMS to perform transactions in connection with Surety Bank Online Banking. PFMS may only be used to download information from your Accounts through Surety Bank Online Banking Services. Without limiting any other provisions herein, you agree that we have no liability or obligation related to your use of any PFMS, and your use of PFMS is solely at your own risk. We make no representations whatsoever regarding any PFMS. We do not grant any rights, licenses, or permissions to use any PFMS, any such rights, licenses or permissions must be obtained by the respective third party. Use of PFMS to perform transactions and/or connect directly to your accounts is governed by a separate agreement.

#### *Transfer Services*

You can use the Transfer Services to transmit Instructions to the Bank to Transfer funds between your Accounts that have common owners. Accounts that funds are transferred from, and accounts that funds are transferred to must both be eligible accounts.

Transfers may be “immediate” (requested to occur on the same day Transfer Instructions are initiated) or “scheduled” (to occur on a future date) on a one-time or recurring basis. By initiating an immediate Transfer or by scheduling a Transfer, you are instructing us to withdraw funds from your Account(s) on a requested date and to transfer those funds to another of your Accounts in accordance with your Instructions. Recurring Transfers are those made for the same dollar amount on the same date each month. Recurring Transfers cannot be scheduled more than 365 days in advance, unless the first scheduled Transfer is due within 365 days from the date it was originally scheduled. Transfers can only be made from a demand deposit Account or from a money market Account. By providing the Bank with information pertaining to Transfers, you authorize us to follow the Instructions that we receive from you and to rely on the accuracy of all information that you provide us. It is your responsibility to update the information related to Transfers if there are any changes.

Immediate Transfers are typically processed on the same Business Day the Transfer Instructions are initiated, provided Instructions are sent prior to the Cutoff Time. Scheduled Transfers that are scheduled at least one day in advance of the Scheduled Transfer Date are typically processed on the same Business Day as the Scheduled Transfer Date. However, you understand that due to circumstances beyond our control and/or in accordance with the provisions of this Agreement, Transfers may be processed after the dates provided in this paragraph. We are not liable for any late Transfers except as expressly provided in this Agreement.

## *Bill Payment Services*

You can use the Bill Payment Services to initiate a Payment to a Payee in the United States using funds from your Account(s). You may not use the Bill Payment Services to initiate tax-related payments, court-related payments, or payments to Payees outside of the United States.

Payments can be scheduled on a one-time or recurring basis. By scheduling a Payment, you are instructing us to withdraw funds from your Account(s) on the Scheduled Payment Date to make a Payment in accordance with your Instructions. Recurring Payments are those made for the same dollar amount on the same date each month. Recurring Payments cannot be scheduled more than 365 days in advance, unless the first scheduled Payment is due within 365 days from the date it was originally scheduled. Bill Payments can only be made from a demand deposit Account or a money market Account. If you use more than one Account to make Payments, you must designate, each time you schedule a Payment, the Account from which the Payment is to be made.

By providing the Bank with the names and account information of persons to whom you wish to make Payments, you authorize us to follow the Instructions that we receive from you and to rely on the accuracy of all information that you provide us. It is your responsibility to update the Payee and related contact and account information if there are any changes. It remains at our sole discretion to determine the appropriate method for processing Payments to Payees; we may choose to make Payments electronically or by check.

You must select a Scheduled Payment Date and/or transmit your Payment Instructions to us at least five Business Days in advance of your Payment due date to help ensure Payment is received by the Payee in a timely manner. While it is anticipated that most transactions will be processed and completed on the next Business Day after the Payment is scheduled to be made, you understand that, due to circumstances beyond our control, including but not limited to delays in handling and posting payments by slow responding Payees or financial institutions, some transactions may take a day or even a few days longer to be credited to you by your Payee. We are not liable for any late payments except as expressly provided in this Agreement. See the "Our Liability" section of this Agreement.

### **Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your Account(s) or the Payments and/or Transfers you make:

1. As necessary to complete transactions;
2. In connection with the investigation of any claim you initiate;
3. To comply with government agency or court orders;
4. In accordance with your written permission; or
5. As otherwise permitted by the terms of our privacy policy.

Our privacy policy, which includes details about our information sharing practices was provided to you when you opened your Account(s). You authorize us to obtain additional information from a Payee, financial institution or other third party to resolve Payment or Transfer problems or to complete a Payment or Transfer.

### **Limitations on Transfers and Payments**

The maximum dollar amount of any Transfer or Payment is \$100,000.00. The maximum Bill Payment is \$30,000.00 per payment for a total of \$120,000.00 per day. For security reasons, we may impose additional limits on the dollar amount of Payments or Transfers from your Account(s) from time to time, in our sole discretion, without prior notice to you.

### **Limitations on the Frequency of Transactions on Money Market and Savings Accounts**

Any Transfer or Payment made from any of your money market and savings accounts by using the Surety Bank Online Banking Service is a restricted transfer subject to certain limitations. Please refer to your Account Agreement(s) for full details.

### **Stopping, Modifying or Canceling Payments and Transfers**

*When Using the Bill Payment Service*

You may modify or cancel any future-dated scheduled or recurring Payments prior to the Cutoff Time on the Business Day before the Scheduled Payment Date through use of Surety Bank Online Banking Services or by contacting Surety Bank Online Banking Client Support at 1-386-734-1647.

#### *When Using the Transfer Service*

You may modify or cancel future-dated scheduled or recurring Transfers prior to the Cutoff Time on the Business Day before the Scheduled Transfer Date through use of Surety Bank Online Banking Services or by contacting Surety Bank Online Banking Client Support at 1-386-734-1647. Immediate Transfers cannot be canceled after you send the Transfer Instructions to the Bank via the Surety Bank Online Banking Services.

#### **Processing Times**

There is a time lag between the time you initiate a transaction through Surety Bank Online Banking Services and the time the Bank executes the transaction. The length of the time lag varies and is dependent upon a number of factors, including the type of transaction, volume of requests and the time they are received.

The Cutoff Times and other specific times referenced in this Agreement reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of the applicable Cutoff Time or other specified times to eliminate the possibility of missing the Cutoff Time. Instructions received after the Cutoff Time or on non-Business Days will be considered received on the next Business Day.

#### **Transfer and Payment Processing**

Transfers or Payments will only be made if there are sufficient available funds in your Account(s) on the date the Bank begins to process the transaction. Therefore, if the dollar amount of your Transfer request is not available on the date the Bank begins to process the transaction, no portion of the transfer will be completed. The amount of each Transfer or Payment will be debited from your Account(s) at the time the Transfer or Payment is processed. The amount of funds available will be determined in accordance with the applicable Account Agreement(s) governing the Account(s).

#### **Incomplete Transfers or Payments**

We reserve the right to refuse to complete a Transfer or Payment for any reason, including instances where there are not sufficient available funds in your Account to cover the transaction or we, in good faith, believe the Transfer or Payment may be fraudulent, erroneous, illegal, in violation of this Agreement or suspicious.

#### **Returned Items and Overdrafts**

If we make a Payment that is returned or that is paid on an overdrawn Account, you may be charged for the returned or paid item and for each day there is activity in your Account and it remains overdrawn, as stated in your Account Agreement. Additionally, you agree to reimburse us immediately, upon demand, for the amount of the Payment or Transfer and any related fees or charges. If you create an overdraft resulting from Payments, your Bill Payment Services may be suspended.

#### **Your Liability**

In general, when you transmit Instructions to us through the Surety Bank Online Banking Services with your User ID and Password and Security Information, as applicable, to make a Payment or Transfer, you authorize us to credit and/or charge your Account(s) for the amount detailed in the Instructions. You are liable for all transactions, whether or not authorized by you, initiated through the Surety Bank Online Banking Services using your User ID, Password and/or Security Information, to the extent permitted by applicable law.

#### *Unauthorized Transactions for Consumer Deposit Accounts Only*

**This “Unauthorized Transactions for Consumer Deposit Accounts Only” section applies to consumer deposit accounts only. For credit accounts, refer to your applicable credit agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions relative to those accounts. For business Accounts, see the “Unauthorized Transactions – For Business Deposit Accounts Only” section below.**

If you have reason to believe that your User ID, Password, Security Information, or any other items or information that may allow access to Surety Bank Online Banking Services have been lost, stolen, or otherwise compromised, or if you have reason to suspect that unauthorized access to your Account(s) has occurred or will occur through Surety Bank Online Banking, you must call us immediately at 1-386-734-1647.

If you tell us within two business days after you learn your User ID, Password, Security Information, or any other information or items that may allow access to Surety Bank Online Banking Services have been lost, stolen, or otherwise compromised, or that an unauthorized online transfer or payment has been made from any of your Accounts, you can lose no more than \$50.00 if someone used your account(s) without your permission. If you do not notify us, you could lose all the money in each of your accounts, as well as all of the available funds in any overdraft protection account or any credit line included among your accounts.

If you do not tell us within two (2) business days after you learn of the loss, theft, or compromise or unauthorized transfer or payment, and we can prove we could have stopped someone from making an unauthorized transfer or payment using your account if you had reported the loss, theft, or compromise or unauthorized transfer or payment, you could lose as much as \$500.00. Furthermore, if any deposit Account Statement shows online transfers or payments that you do not believe you made, tell us AT ONCE. If you do not tell us within sixty (60) days after the FIRST statement showing such unauthorized transfer or payment was mailed to you, we may not reimburse any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us within the time frame.

Your obligations and liability in this “Unauthorized Transactions – For Consumer Deposit Accounts Only” section shall survive termination of this Agreement.

#### *Errors or Questions for Consumer Deposit Accounts Only*

**This “Errors or Questions for Consumer Deposit Accounts Only” section applies to Consumer deposit accounts only. For credit accounts, refer to your applicable credit agreement for terms and conditions regarding your liability for unauthorized transactions or other errors or questions relative to those accounts. For business Accounts, see the “Errors or Questions – For Business Deposit Accounts Only” section below.**

If you think an electronic transaction shown on your statement or transaction record is in error, please notify us AT ONCE by appearing at our office in person or calling 1-386-734-1647, and providing us with: your name, account number, dollar amount of the suspected error, and a description of the error or the transaction you are unsure about. Please be sure to explain, as clearly as you can, why you believe it is an error or why you need more information. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. If you tell us in person or by phone, we may require you to provide a written complaint to us, which must be delivered to us within ten (10) Business Days of your original notification to the Bank.

We will tell you the results of our investigation within ten (10) business days after we hear from you, and will correct any error promptly. If we need more time, however, by law we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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. Such crediting is referred to as a “provisional credit.” If we ask you to put your complaint or question in writing, and we do not receive your written complaint within ten (10) Business Days, we may not provisionally credit your account that was the subject of your complaint. For new accounts, the Bank’s investigative period may be as long as twenty (20) business days during the first thirty (30) days the Account has been opened.

We will tell you the results within three (3) business days after completing our investigation. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation, and we will debit your account for any amount that we provisionally credited. You may ask for copies of the documents that we used in our investigation.

#### *Unauthorized Transactions—for Business Deposit Accounts Only*

Liability for unauthorized transactions regarding credit line accounts is governed by the terms of your applicable credit agreements. Please refer to those documents for liability information.

If you have reason to believe that your User ID, Password, Security Information, or any other items or information that may allow access to Surety Bank Online Banking Services have been lost, stolen, or otherwise compromised, or if you have reason to suspect that unauthorized access to your Account(s) has occurred or will occur through Surety Bank Online Banking, you must call us immediately at 1-386-734-1647.

You are responsible for all Transfers and Payments that are authorized using your User ID, Password and/or Security Information, as applicable. If you permit other persons to access Surety Bank Online Banking Services using your Password, User ID, and/or Security Information, if applicable, you are responsible for any transactions they authorize. Account access through Surety Bank Online Banking Services is separate and distinct from your existing signature arrangements for your Account(s). Therefore, when you give an individual the authority to access accounts through Surety Bank Online Banking Services, that individual may have access to one or more Accounts to which that individual would not otherwise have signature access. You assume the entire risk for the fraudulent, unauthorized, or otherwise improper use of your Password, User ID and/or Security Information, if applicable. We shall be entitled to rely on the genuineness and authority of all Instructions received by us when accompanied by such Password, User ID and/or Security Information, if applicable, and to act on such Instructions.

We shall have no liability to you for any errors or losses you sustain in using Surety Bank Online Banking Services except where we fail to exercise ordinary care in processing a transaction. Our liability, in any case, shall be limited to the amount of any funds improperly transferred from your Account less any amount, which, even with the exercise of ordinary care, would have been lost.

With regard to care or lack of care of either you or us, a failure to report to us any unauthorized Transfer, Payment or error from any of your Account(s) within sixty (60) days of our providing or making available to you the FIRST bank statement showing such unauthorized transaction or error shall relieve us of any liability for any losses sustained after the sixty day period, and you shall thereafter be precluded from asserting any such claim or error.

Your obligations and liability as provided in this “Unauthorized Transactions – For Business Deposit Accounts Only,” shall survive termination of this Agreement.

#### *Errors or Questions—for Business Deposit Accounts Only*

For errors or questions regarding your credit accounts, refer to your applicable credit agreements.

In the case of errors or questions about your electronic Transfers or Payments, if you think your statement is incorrect, or you need more information about a Transfer or Payment listed on the statement, you should contact us as soon as possible by calling 1-386-734-1647. We must hear from you no later than sixty (60) days after we sent or otherwise made available to you the FIRST statement on which the problem or error appeared. Failure to so notify us will preclude you from being able to assert a claim based on such problem or error. We will investigate any errors reported to us, and we will advise you of the results of our investigation.

#### *Indemnity*

You acknowledge and agree that you are personally responsible for your conduct while using and related to the Surety Bank Online Banking Services and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys’ fees) that we may incur in connection with a third party claim or otherwise, in relation to the following: (i) your use of the Surety Bank Online Banking Services; (ii) the use of the Surety Bank Online Banking Services by anyone using your User ID, Password or Security Information; (iii) your violation of this Agreement or any applicable law or regulation; or (iv) your violation of or infringement on rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

#### *Risk of Loss*

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you transmitted, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than through Private NetBanking Services to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

#### **Our Liability**

*Surety Bank Online Banking Services Bill Payment Guarantee for Consumer Deposit Accounts Only*

**The following limited guarantee applies ONLY to Payments that are made from consumer deposit Accounts.**



We will use reasonable efforts to make your Payments properly. If you follow the terms and conditions described in this Agreement, your Account Agreement(s) and other instructions provided to you (including but not limited to initiating your Payment at least five (5) business days in advance of the due date), and we fail to process a Payment on the Scheduled Payment Date, we will bear responsibility for the late charges or penalties that you incur from the third party to whom payment was due, up to a maximum of two hundred dollars (\$200.00). We will not be liable for any Payment, including any late charges or penalties, if you do not comply with the terms and conditions of this Agreement, your Account Agreement(s) and other instructions provided to you, or if you enter into any agreement where the purpose is to generate late payment fees.

#### *Our Liability for Making Payments or Transfers*

We have no obligation to make Payments or Transfers, and shall incur no liability or obligation for late charges or penalties, except as provided herein or required by applicable law, if we are unable to complete any Payments or Transfers that you initiate using Surety Bank Online Banking Services due to circumstances, including but not limited to the following:

- 1.** Your Account is closed, does not contain sufficient available funds to complete the Payment or Transfer, is subject to legal process or otherwise encumbered, or the Payment or Transfer would exceed the credit limit of your overdraft Account, if applicable;
- 2.** The Surety Bank Online Banking Services are not working properly, are unavailable or have been interrupted;
- 3.** Your equipment, software or communications connection is not working properly;
- 4.** The Payee mishandles or delays a Payment sent by us, or the Payment is delayed or mishandled by the United States mail;
- 5.** You do not provide us with the correct names, telephone number, account information or any other information necessary to effect a Payment or Transfer, or you otherwise fail to comply with applicable requirements;
- 6.** Circumstances beyond our control (such as, but not limited to fire, flood, or interferences from an outside force, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, service interruptions on the Internet or through your Internet service provider, or equipment malfunctions that occur despite ordinary maintenance) that prevent the proper execution of the transaction;
- 7.** This Agreement has been terminated;
- 8.** Applicable law prevents the completion of the Payment or Transfer;
- 9.** We believe in good faith that the Payment or Transfer may be unauthorized, in error, fraudulent, illegal, in violation of this Agreement or otherwise suspicious; or
- 10.** Unusual or extraordinary circumstances that indicate improper or unlawful use of your Account(s).

The above list of examples is meant to illustrate the circumstances under which we would not be liable for failing to make a Transfer or Payment and is not intended to list all of the circumstances where we would not be liable.

Provided none of the circumstances stated above are applicable, if we cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to the incorrect Payee, and such action was solely a direct result of a bona fide error on our part, we shall be responsible for returning the improperly transferred funds to your Account(s) and for directing any previously misdirected Payments to the correct Payee.

Notwithstanding anything in this Agreement to the contrary, we make no guarantee or representation that Surety Bank Online Banking Services will be uninterrupted or error-free. Our sole obligation to you, arising out of nonavailability, interruption or delay in providing the Surety Bank Online Banking Services, shall be to use commercially reasonable efforts to resume the Surety Bank Online Banking Services.

The provisions in this “Our Liability for Making Payments or Transfers” section shall survive termination of this Agreement.

#### *Entire Liability*

THE PROVISIONS CONTAINED IN THE PRECEDING PARAGRAPHS UNDER THE HEADING “OUR LIABILITY”

CONSTITUTE OUR ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT SHALL WE, OR ANY OF OUR AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY) ARISING IN ANY WAY OUT OF OR RELATED TO THE PRIVATE NETBANKING SERVICES OR ANY SYSTEMS, SOFTWARE AND/OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY INSTALLATION, MAINTENANCE, CONFIGURATION OR COMPATIBILITY ISSUES RELATED THERETO; MECHANICAL OR ELECTRONIC EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE INTERNET AND COMMUNICATION LINES; ACCESS TO AND USE OF PRIVATE NETBANKING SERVICES; YOUR SYSTEMS; AND FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH COMMUNICATIONS NETWORKS. THE BANK IS NOT LIABLE FOR ANY DAMAGES OR LOSS THAT MAY BE CAUSED TO ANY SYSTEM, EQUIPMENT AND/OR SOFTWARE DUE TO ANY MALICIOUS CODE, VIRUSES, DEFECTS OR MALFUNCTIONS, INCLUDING BUT NOT LIMITED TO ANY LOSS OF INFORMATION. YOU AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK.

The provisions in the "Entire Liability" section shall survive termination of this Agreement.

#### *Exclusion of Warranties*

THE SURETY BANK ONLINE BANKING SERVICES AND ALL RELATED DOCUMENTATION, SERVICES AND INFORMATION INCLUDED IN OR ACCESSIBLE FROM THE SITE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AS TO THE PRIVATE NETBANKING SERVICES, RELATED DOCUMENTATION AND ALL INFORMATION INCLUDED IN OR ACCESSIBLE FROM THE SITE. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE PRIVATE NETBANKING SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

The provisions of this "Exclusion of Warranties" section shall survive termination of this Agreement

#### **Notices and E-mail**

You agree that you will not send any confidential information to us via e-mail. You agree that by using Surety Bank Online Banking Services, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or Surety Bank Online Banking may be sent to you via regular mail or electronically in accordance with Surety Bank and Surety Bank Online Banking Disclosure and Consent Agreement, which you must agree to in order to use Surety Bank Online Banking Services.

#### **Address Changes**

You agree to notify us promptly, in writing, of any change of address at:

Surety Bank  
990 N. Woodland Blvd  
DeLand, FL 32720  
Attention: Client Services

#### **Agreement Termination**

This Agreement shall remain in effect until you or the Bank terminates it. We may terminate or suspend this Agreement for any reason at any time without prior notice. You agree that we may, from time to time and at our sole discretion, limit, suspend, discontinue, or change the Surety Bank Online Banking Services, in whole or in part. You will be notified of any such changes if we are legally required to do so. The termination of this Agreement shall not terminate your Account relationship or other agreements you have with us unless those agreements are terminated separately. You may terminate this Agreement at any time by following the procedure detailed below.

By terminating this Agreement your ability to use Surety Bank Online Banking Services will be discontinued. If you wish to terminate this Agreement, you must send us a signed written request by United States mail to: Surety Bank 990 N. Woodland Blvd

DeLand, FL 32720  
Attention: Client Services

We will act on your request to terminate this Agreement and discontinue your access to Surety Bank Online Banking Services within a reasonable time after receiving such request. If you terminate this Agreement, it is your sole obligation to cancel all outstanding scheduled Payments and Transfers. If you do not cancel your outstanding Payments and Transfers, we may continue to make these Payments and Transfers until we process your termination request and discontinuation request. If you close an Account, it will automatically cancel your Bill Payment Service and/or Transfer Service from that Account, including any future dated Payments or Transfers for that Account. It is your responsibility to make other arrangements for paying your bills and making transfers.

Once we have terminated this Agreement pursuant to your request, we will make no further Transfers or Payments from your Accounts through the Surety Bank Online Banking Services, including any Transfers or Payments you previously scheduled and/or authorized.

The liability and obligations incurred prior to any termination, suspension or discontinuation date shall survive the termination of this Agreement for all purposes.

### **Waiver**

We may enforce any of our rights under the Agreement even if we choose not to exercise any right in a particular circumstance.

### **Severability**

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### **Survival**

All representations regarding liability and warranties, including, but not limited to, the “Your Liability,” and “Our Liability” and other sections as specifically stated herein, shall survive termination of the Agreement.

### **Assignment**

You may not assign this Agreement to any other party. We may assign or delegate certain parts of our rights and responsibilities under this Agreement to affiliated entities, independent contractors or other third parties. If more than one person is authorized to use Surety Bank Online Banking Services, he or she is bound jointly and severally under this Agreement, and the Bank may act on the Instructions of any authorized user.

### **Choice of Law**

This Agreement and its enforcement shall be governed by the laws of the State of Florida, without regard to any choice of law provision. Your Accounts with us are also governed by the terms and conditions contained in your Account Agreement and any other applicable agreements with the Bank.