



Personal Online Banking Agreement

This Personal Online Banking Agreement ("Agreement") states the terms and conditions that govern your use of Personal Online Banking, Online Bill Pay and Mobile Banking through the Online Banking service ("System"). In this Agreement, the words "bank", "we", "us" or "our" refer to Seacoast National Bank or any agent, independent contractor, designee, or assignee that we may, at our discretion, involve in this provision of the Online Banking service. When we use the words, "you" or "your" we mean (1) an individual or entity that is the owner of an account or (2) an individual authorized to view account information and/or effect transactions in an account. Personal Online Banking("Service(s)") means any information, communication and transactions provided to you by us through any non-branch remote channel (excluding ATMs and Voice Response Units), such as the web site www.SeacoastNational.com ("Site") or through a mobile device using a browser or application.

Agreement

Personal Online Banking is access to online financial services offering a variety of content, products and services. We reserve the right to limit access to the Services to customers who are outside of the U.S. We grant you, for your personal purposes only, a nonexclusive, limited and revocable right to access and use Personal Online Banking. The terms and conditions of the deposit agreements and disclosures for each of your accounts as well as your other agreements such as deposit, time deposits, and loans continue to apply notwithstanding anything to the contrary in this Agreement.

Eligible Accounts include but are not limited to the following account types that may be linked: checking, savings, installment loans, revolving line of credit, and time deposits. Accessibility of Eligible Accounts may vary based on the services you use and the method by which you access the services. Customer automatically has transfer capabilities between each of the accounts listed online unless specifically requested in writing to limit transfer capabilities.

All electronic communications that meet the Bank's requirements of establishing your identity and acceptance of the electronic communications will be deemed to be valid and authentic and you intend and agree that those electronic communications will be given the same legal effect as written and signed paper communications. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You will not disable, circumvent, impair, or interfere with any Service Equipment, Service Software or Service Web Sites and will follow all applicable security-related instructions. In no event will we be liable to you or any third party for any claim or damages of any nature, including without limitation, lost profits, lost savings, damaged goodwill or other direct, indirect, incidental, special or consequential damages, arising out of the installation, use, or inability to use the Service Equipment, Service Software or Service Web Site. THE SERVICE EQUIPMENT, SERVICE SOFTWARE, AND SERVICE WEB SITE ARE PROVIDED "AS IS," AND WE MAKE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ON OR REGARDING THE SERVICE EQUIPMENT OR SERVICE SOFTWARE. Neither we nor our Third Party Service Providers will be responsible or liable to you or any third party for: (i) any errors or failures relating to any malfunction of Service Equipment, Service Software, or Service Web Site, (ii) any computer virus or related problems that may be associated with the use of the Service Equipment, Service Software or Service Web Site, (iii) the servicing, repair or replacement of the Service Equipment or Service Software, or (iv) any damages to the Customer System or any third party's equipment, software, systems or other property relating in any way to the Service Equipment, Service Software or Service Web Site.

In no event will we or our officers, directors, employees or agents be liable to you for any consequential, incidental or indirect damages arising out of the use, misuse or inability to use the Services, or for any loss of any data, even if we have been informed of the possibility of such damages.

Security

Security Requirements and Procedures

We have developed Security Requirements and Procedures relative to the Service. By accessing or
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otherwise making use of any of the Services, you acknowledge that you have reviewed our Security Requirements and Procedures and you agree that they are commercially reasonable and that you are legally bound by them, as the same now exist and may in the future exist. In connection with any Service, if we comply with the Security Requirements and Procedures to which you have agreed, we will not be liable for the amount of any unauthorized transactions arising from the use of any Service to which the Security Requirements and Procedures relate.

In order to use certain Services, you may be required to select or will be assigned one or more User IDs, Passwords or One-time passcodes. The user of a User ID, Password or One-time passcode, in addition to other authentication methods described below, is a security procedure established by the Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. In addition the Bank may offer optional additional security enhancements. If you elect not to use these optional security enhancements we will not be liable for the amount of any unauthorized transactions arising from the use of any Service. You are responsible for safeguarding the User IDs, Passwords and One-time passcodes. Providing them to another person effectively constitutes a grant of authority to access your accounts.

Physical and Electronic Security

Customer is solely responsible for providing for and maintaining the physical, electronic, and technical security of data, systems and computers in the Customer's possession or under the Customer's control. The Bank is not responsible for your computers security and any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," "trojans" and/or "spyware"), or problems, malfunctions, or non-authorized transactions resulting from any computer viruses or unauthorized counterparty, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's computer systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's computer systems or accessed through the Service.

Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify Account Numbers, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees they shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.

Breach of Security Procedures

In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

Acknowledgment of Commercially Reasonable Security Procedures

You agree to comply with the "Security Procedures" and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any (a) code User ID, and/or Password; (b) Secure Socket Layer (SSL) with at least 128-bit encryption; (c) multi-factor authentication that utilizes User IDs, Passwords, out of band and/or out of wallet authentication & One-time passcodes (if applicable) ; (d) authentication mechanisms for forgotten Passwords; (e) required sign-on every 90 days; (f) minimum Password length settings; (g) time-out limits to log inactive users off of Online Banking, or (h) transaction dollar limits or other means, or method of authentication or identification used in connection with a Security Procedure (collectively "Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all

instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedure or Security Devices to any unauthorized person. You agree you are responsible for obtaining, configuring and maintaining a secure malware free computing environment including, without limitation, installing and maintaining an up-to-date (Release versions and definitions) of firewall and anti-virus and anti-spyware/malware software. Where you have the ability to change or modify a Security Device from time to time (e.g., a Password or User ID), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by your, your employees', or agents' failure to keep the Security procedures or Security Device confidential and secure.

We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time at our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

Privacy and Confidentiality

An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is available on our website and at our banking locations.

Confidentiality and Non-Disclosure

By requesting or using any Service, you agree and acknowledge that we will use reasonable efforts to hold in confidence all confidential information received by us in connection with the use of any Service. However, confidential information shall not be deemed to include any information which (i) is or becomes generally available to the public other than as a result of a disclosure by us; (ii) is or becomes available to us on a non-confidential basis by a third party that rightfully possesses the confidential information and has the legal right to make such disclosure; or (iii) is required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body or by law, rule or regulation or by subpoena or other legal process. Furthermore, you acknowledge and agree that confidential information will be disclosed to certain employees, agents, and third-party independent contractors as necessary to provide the Services set forth above. You agree to hold confidential and to use only in connection with this Service all information furnished to you by Bank or third parties from whom Bank has secured the right to use the Service, including, but not limited to, Bank's system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Bank, you shall promptly return such information to Bank and not reveal such information to any other party and shall not make use of such information for your own benefit. You agree that any specifications or programs developed by the Bank in connection with this agreement are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or

for any purpose with the express written consent of Bank. Notwithstanding anything to the contrary contained herein, it is acknowledged and agreed by the parties hereto that the performance of said Service is or might be subject to regulations and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. This confidentiality and non-disclosure clause shall survive the termination of this Agreement.

Limitation of Liability

We agree to use substantially the same type of procedures in performing the Services requested by you as we use in performing similar services on our own behalf. This standard of care, and our compliance with any instructions given to us by you, or reasonably believed by us to have been given by you, shall constitute a reasonable and ordinary standard of care.

We will be responsible only for performing the Services expressly provided for in this Agreement, and shall be liable only for our gross negligence or willful misconduct in performing those Services. We will not be responsible for any loss, delay, cost, or liability which arises, directly or indirectly, in whole or in part, from (a) your actions or omissions, or those of third parties ; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy, or omission in any instruction or information provided to us; (d) any error, failure, or delay in the transmission or delivery of data, records, or items ; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), inclement weather or acts of God; (f) causes beyond our control; (g) the application of any government or funds transfer system rule, guideline, policy, or regulation; (h) the lack of available funds in your account to complete a transaction; or (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf. To the fullest extent allowed by law, Bank's liability to you under this Agreement shall be limited to correcting errors resulting from Bank's gross negligence or willful misconduct. Without limiting the generality of the foregoing, in no event will our liability for any loss, cost, or liability arising from our gross negligence or willful misconduct exceed the average monthly charge for the Service in question for the month preceding the date of loss.

In the event the Customer cannot create or transmit a transaction(s) due to hardware or communications outage, it is the responsibility of the Customer to have contingency procedures in place. In the event the Bank cannot process the file through normal channels, reasonable effort will be taken by the Bank to find alternate means to process the file. The Bank will not be held liable for delayed files in any case resulting from hardware or communication outages.

BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OR PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

EXCEPT AS REQUIRED BY LAW OR AS OTHERWISE PROVIDED HEREIN, IN ADDITION TO THE ITEMS DELINEATED IN THE PRECEEDING PARAGRAPHS, WE EXPRESSLY ASSUME NO RESPONSIBILITY AND WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLES EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES; (ii) ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES; (iv) DELETION, MIS-DELIVERY, FAILURE TO STORE DATA; (v) ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (vi) THE COST OF GETTING

SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES; OR (vii) STATEMENTS OR CONDUCT OF ANYONE ON BEHALF OF THE SERVICES. THIS ENTIRE SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT AND ANY SERVICES.

Disclaimer of Warranties

EXCEPT AS REQUIRED BY LAW, YOU EXPRESSLY UNDERSTAND, AGREE AND ACKNOWLEDGE THAT WE MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY SERVICE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE EXPRESSLY MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

YOUR USE OF THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES IS AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. BANK MAKES NO REPRESENTATION OR WARRANTY, WITHER IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTIONS WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Equipment

To access and use one or more of the Services, we may require that you have certain systems, equipment, computers, hardware, software, telecommunications equipment and services, Internet access and services, and/or Service Equipment and Service software, "Customer System".

You are responsible at your sole expense for: (i) obtaining the Customer System, (ii) maintaining the Customer System in good working order and ensuring that the Customer System continuously meets all of our applicable requirements as stated in these General Terms or as otherwise provided to you ("Customer System Requirements"), (iii) the performance, functionality, input, output and connectivity of the Customer System, (iv) any damage to the Customer System, whether in connection with use of the Services or otherwise, and all necessary repairs and/or replacements, and (v) implementing reasonable measures to protect the security of the Customer System against unauthorized access to and/or use of the Services or Services data and information entered or delivered through the Customer System. Bank shall have no responsibility for failures, interruptions or other defects in the Services, which are occasioned by an incompatible, improperly installed or improperly maintained Customer System.

Data Review

You have sole responsibility for confirming the accuracy and validity of all information, data, entries, and processing services prepared by us and delivered to you in connection with any Service. You agree to carefully review all records and other information provided or made available to you by us and to report any discrepancies within forty five (45) Business Days of your receipt of the record or other information. Your failure to promptly report to us within such specified time the existence of any discrepancies in any record or other information constitutes your acceptance of the record or other information as valid and accurate and shall preclude you from asserting against Bank any claims arising from or any loss caused by the discrepancy.

Federal Reserve Holiday Schedule

For determining availability of your deposits, every day is a banking day ("Business Day"), except Saturdays, Sundays, and Federal holidays; which are listed below. For holidays falling on Saturday, the preceding Friday will be a banking day. For holidays falling on Sunday, the following Monday will be

considered a holiday.

Banking Day refers to one of our banking days as defined in 12 CFR 229.2.

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- Presidents Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Columbus Day (Second Monday in October)
- Veterans Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25)

Note: If January 1, July 4, November 11, or December 25 fall on a Sunday, the next following Monday is a standard Federal Reserve Bank holiday.

For more information and access to the exact dates as provided by the Federal Reserve website at:

<http://www.frb services.org/holidayschedules/index.html>

Indemnification

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law you will indemnify, defend and hold the Bank, its service providers, its affiliates, partners, officers, directors, employees and agents harmless from any and all third-party liabilities, claims, costs, expenses, and damages of any nature (including but not limited to attorney's fees) arising out of or relating to your use of Services, our reliance on the information, instruction and/or authorization provided by you under or pursuant to this Agreement your failure to report required changes, transmissions of incorrect data to Bank, your violation or breach of this Agreement and/or your breach of applicable laws, rules or regulations. This paragraph shall survive termination of the Agreement or any Service you are using.

Notification Procedures

Notices from us to you regarding any Service may be in writing delivered to you by first class mail, hand-delivery, facsimile, or email, or, if a Service is provided by access to an internet website, by posting the notice or communication on the website. For purposes of the foregoing, Notice is deemed effective once deposited in the United States mail or when the facsimile or email is actually sent. Immediate Notification upon discovery of a stolen security device (User ID, Password, Computer), is required and shall be to the Seacoast National Bank's Telephone Banking Center (800)-706-9991 or 772-221-2555. Notices from you to us regarding any other Service may be delivered by first class mail or hand-delivery.

Governing Law

This Agreement shall be governed by and interpreted according to U.S. federal law and the law of the state of Florida except to the extent that this Agreement can and does vary such rules or laws associated with the Services being provided.

Binding Arbitration

At our request or your request, a dispute concerning your deposit account will be decided by binding arbitration under the commercial arbitration rules of the American Arbitration Association. Arbitration involves the review and resolution of the dispute by a neutral party. It will be used in place of a trial before a judge and jury in a formal court of law. The arbitration will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. **YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.** You are free to terminate your relationship with us if you don't agree with this change. If you continue to use your deposit account, arbitration will apply to all disputes, whether they arose in the past or arise in the future.

Miscellaneous

You may not assign this Agreement or any of the rights or duties hereunder without our written prior consent. We shall have the right at any time to assign its rights under this Agreement to another financial institution that is an affiliate of the Bank, or to any other entity or institution with which the Bank may merge or transfer or share substantially all of its assets, in which case such affiliate, entity or institution shall be substituted for the Bank. No waiver by the Bank (whether or not in writing) of any term, condition, or

obligation of you under this Agreement shall bind the Bank to waive the same term, condition, or obligate again, nor shall any other provision, condition, term or obligation hereof be affected by such a waiver. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns (where permitted). This Agreement is not for the benefit of any other person, and no other person shall have any right against us or you hereunder. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law. The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning. Customer and Bank acknowledge and agree that relationship between Bank and Customer is that of an independent contractor and this Agreement does not establish or create general agency, joint venture, partnership, or employment relationship between them.

Signatures

Signatures received via facsimile (fax) or scanned images. If Customer faxes or e-mails any scanned document to Bank signed, Customer agrees that it was its intention that: (i) Customer's fax/scanned signature is an electronic signature under applicable federal and state law, (ii) the fax/scan be an original document, (iii) Customer intends on conducting business with Bank by electronic records, electronic contracts, and electronic signatures, (iv) Customer's consent under (iii) to be electronically given under applicable federal and state law.

Ownership of Website

The content, information and offers on our website are copyrighted by Bank and/or its service providers and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Bank's sites are the trademarks, service marks or logos of Bank, or others as indicated.

Web-Linking Practices

Bank may provide access to information, products or services offered on other third party web sites. The Bank is not responsible for, nor does control, the content, products, or services provided by linked sites. The Bank does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Bank and have a privacy policy different than that of the Bank. Your access, use and reliance upon such content, products or services is at your own risk.

Internet Disclaimer

For any Service(s) described in the Agreement utilizing the Internet, Bank does not and cannot control the flow of data to or from Bank's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Bank cannot guarantee that such events will not occur. Accordingly, Bank disclaims any and all liability resulting from or related to such events and in no event shall Bank be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Bank's ability to connect to the Internet on your behalf.

Glossary and Definitions

"Access Codes" means the identification codes, passwords, repetitive request numbers, and other access procedures used as a means of authenticating and accessing a Service.

"Account Documentation" means this Agreement together with all other documentation pertaining to your accounts including, without limitation, our Deposit Account Agreement, Resolutions, signature cards, passbooks, certificates of deposits, Schedule of Fees, and rate sheets.

"Account Agreement" or "Deposit Account Agreement" means a deposit account agreement between you and us relating to an Eligible Account.

"Agreement" means the Personal Online Banking Agreement, as the same may change from time to time. All reference to Agreement includes all Schedules, Addendums, and Product Schedule or User Guides we provide to you from time to time.

"Authorized Representative" means a person who is appointed or named in writing by another person to be authorized to act on behalf of such other person with respect to all matters within the scope of such

designee's designated authority.

"Available Funds" means funds on deposit in an Authorized Account and available for withdrawal pursuant to Regulation CC and the Bank's applicable funds availability schedule and policies.

"Bank", "we", "us", and "our" refer to *Seacoast National Bank*.

"Bank Business Day" or "Business Day" means any day other than a Saturday, Sunday, or federal holiday on which we are open to the public for carrying on substantially all of our business.

"Customer Identification Programs/Policy" (CIPs) means a program required by federal law to prevent financing of terrorist operations and money laundering. The requirements go beyond just verifying your identity. Financial Institutions must now keep records of identifying information and check customer/member names against terrorist lists. This applies to *anyone* who opens a new account.

"Cut-Off Hour" means the time of day that a function must be completed (see individual product schedules for specific cut-off times).

"Electronic Funds Transfer Act" means the law passed by the US congress in 1978, which set out the rights and obligations of consumers and their financial institutions regarding the use of electronic systems to transfer funds. This act is implemented in the Federal Reserve Bank's Regulation E.

"Eligible Account" or "Authorized Account" or "Designated Account" or "Account" means a demand deposit account or other deposit account or loan account you have with us that we permit to be linked to a Service.

"Information Services" means the availability of information regarding your accounts, including account balances, transaction information, check images, and, if you enroll, e-Statements. Information Services also includes the ability to create reports and account warnings (e-Alerts), and to export account information.

"Instructions" means any oral, written, electronic or other communication from you that instructs, directs, orders, or requests us to act on your accounts, including, without limitation, any instructions to: (a) transfer money between your accounts; (b) pay money to a third-party payee; and (c) cancel a prior instruction.

"Mobile Banking" means the Online-based or Application based program of Services offered through a Mobile Device such as a smart phone or tablet.

"Online Banking" means the Online-based program of Services offered through our website.

"Online Bill Pay" and "Online Bill Payment" and "Payment" means the payment of money from a Designated Account to a third-party payee.

"Password" means confidential, unique personal numbers, codes, marks, signs, public keys, PIN numbers or other information composed of a string of characters used as a means of authenticating and accessing a Service.

"Privacy Policy" means a written policy which usually contain details of what personal information is collected, how the personal information may be used, the persons to whom the personal information may be disclosed, and the security measures taken to protect the personal information.

"Product Schedule or User Guide" means any supplement, booklet, document, guide, or other record which we provide to you from time to time, whether written or in an electronic format, which contains terms, conditions, instructions or information regarding a Service or its use, as changed from time to time.

"Regulation E" means the regulation published by the Federal Reserve Bank to implement the Electronic Fund Transfer Act mandating consumer rights and obligation with regard to electronic fund transfers.

"Request" means request by means permitted under the relevant Service to transfer funds to a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

"Requirements of Law" means as to any person, a requirement imposed by any law, treaty, rule, regulation, ordinance, determination of an arbitrator, order of court or determination, advisory opinion, order, guideline, finding, or requirement of any other governmental authority, in each case applicable to and binding upon such person or any of its properties or to which such person or any of its properties is subject, either individually or jointly with another person or persons.

"Security Devices" shall have the same meaning set for in the General Terms and Conditions section entitled "Acknowledgement of Commercially Reasonable Security Procedures"

"Security Requirements and Procedures" means, unless we agree otherwise with you, the applicable security requirements and procedure for verifying the authenticity of Entries or Requests.

"Services" means the Personal Online Banking Services and features of those services which we may provide from time to time to our personal and/or business customers utilizing the Personal Online Banking or Mobile Banking solutions.

"Transfer Services" and "Transfer(s)" means the transfer of money between Designated Accounts.

"You and your" refers to the Seacoast National Bank Customer .

User IDs and Passwords

One of the main security features protecting the Service is the unique combination of your User Identification Code ("User ID") and Password ("Password"). During the enrollment process, you will be asked to create a unique User ID and a Password that will be used to gain access to the Service. You determine your own Password, which is encrypted in our database. Neither Bank nor any of its Service Providers have access to your Password. After three (3) unsuccessful log on attempts we will deactivate your Service. You may reset your Password utilizing the Service. You may also contact us for assistance in resetting your Password.

You agree not to give or make available your Password or other means to access your account to any unauthorized individuals. You are responsible for any and all payments you or an Authorized User make using the Service. If you permit other persons to use the Service or your Password or other means to access your account, you are responsible for any transactions they authorize.

You are solely responsible for keeping your Password and online account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Password, or User ID;
- Do not leave your PC unattended while you are in Bank's online banking site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or unsecured e-mail system.

If you believe your Password has been lost or stolen, or if you suspect any fraudulent activity on your account, contact Bank immediately by one of the following:

- Sending us a secure message through the Service;
- Contacting one of our local branch offices;
- Contacting us by telephone at: 800.706.9991 or 772.221.2555
- Contacting Technical Support at 800.435.2794, 24 hours per day.

Telephoning is the best way of minimizing your losses and liability.

The following procedures should be strictly followed in maintaining and selecting your Password:

- Password must be at least 8 characters long;
- Password must contain at least 2 numeric and 2 alpha character;
- Password cannot be the same as your User ID;
- Longer Passwords are more secure;
- Because your Password is used to access your Eligible Account(s), you should treat it as you would any other sensitive personal data;
- You should carefully select a Password that is hard to guess;
- You should not use words or numbers based on your name, address, social security number, birth date, or other personal information;
- DO NOT use words that appear in the dictionary for your Password. They are easy to guess.
- Memorize your Password and DO NOT write it down;
- You should change your Password frequently, such as every 90 days;
- A Password should be changed immediately if you suspect that your Password has been compromised. This can be done at any time from the "Customer Service" tab after you log on to the Service; and
- **Neither Bank nor its Service Providers will contact you via telephone or email requesting personal information, your User ID, or your Password. If you are contacted by anyone requesting this information, please do not provide them any information and contact us immediately.**

Log-On Security

To help protect access to your Eligible Account(s), your online session will end if we detect no activity for the timeout period. The timeout period is automatically set for twenty (20) minutes. For Mobile Devices, your online session will end if we detect no activity for ten (10) minutes. This is to help protect you in case you accidentally leave your computer or Mobile Device unattended after you have logged on.

After three (3) unsuccessful log on attempts we will deactivate your Service.

Encryption

The Service uses the Secure Socket Layer ("SSL") encryption technology for everything you do while using Service. Your Internet browser automatically activates SSL when it connects to the Service. The Service currently requires that you use a personal computer with an Internet browser or web-enabled Mobile Device that is capable of SSL, 128-bit encryption. The Service may warn you if your Internet browser does not meet this requirement. Whenever SSL is securing your communications, the Internet browser will typically indicate this secure session by changing the appearance of a small icon of a padlock that may be located either at the top or bottom of your screen from open to locked. What this means to you is that your communications are encrypted from your Internet browser to our servers.

We are not responsible and you agree to hold us harmless for security breaches caused by or arising from your Internet Service Provider, your Mobile Device service provider, telephone, DSL, ISN or cable access.

Virus Protection and Firewalls

You should routinely scan your computer and Mobile Device (if available) using a reliable virus detection and anti-spyware product. Undetected or unrepaired viruses may corrupt and destroy your programs, files, and even your hardware. Additionally, you may unintentionally transmit the virus to other computers. You should also utilize a firewall (hardware and/or software), especially if you have a broadband Internet connection such as DSL or cable modem.

You are solely responsible for the maintenance, installation and operation of your computer and Mobile Device used in accessing the Service. We are not responsible for and you agree to hold us harmless from any damages, losses, costs, errors, deletions, or failures that occur as a result of or in connection with any malfunction of your computer or Mobile Device or your failure to obtain adequate online security hardware and software, nor will we be responsible for any computer viruses that, or any other third-party attempts to, affect your computer or Mobile Device while using the Service.

Certificate of Authority

The servers hosting the Service have been certified by a "Certificate of Authority" to assure you that you are actually talking to the Service instead of someone pretending to be us. Please review and use one of the Supported Browsers and Operating Systems as identified on our web site.

Cookies

During your use of the Service, our Service Provider may pass an encrypted cookie to your computer or Mobile Device in order to identify your device during the session and for future sessions. You must accept this cookie to use the Service. The cookie provides another level of security for our Service. The cookie may be stored on your computer or Mobile Device in order to identify your system.

Additional Security Guidelines

- **The security of public computers (e.g. in a library, or Internet café) cannot be assured; therefore we recommend that you refrain from accessing the Service on a public computer.**
- We recommend that you periodically update your operating system and Internet browser for critical security related patches. We recommend use of the most current, fully patched, versions of Internet browsers for accessing the Service.

In addition to the security features described above, there may be other security related notices posted on our website or Service from time to time. Please visit Bank's homepage at www.SeacoastNational.com to view our Privacy Policy, Personal Solutions Page, Supported Browsers and Operating System and Terms and Conditions. It is your responsibility to read all Bank privacy and security notices.

Account Access

You must have at least one Eligible Deposit (checking) Account with us. The System can be used to access only Seacoast National Bank accounts which you have signing authority. You can add or delete any accounts from this Service providing the Bank instructions in writing. Failure to do so may result in unauthorized transfers for which you will be responsible. For Savings accounts and Money Market accounts, each payment or transfer from these accounts is counted as one of the six (6) transfers you are permitted as defined in the Deposit Account Agreement. If you close an account or discontinue this Service with pending transactions, then any unprocessed bill payment or funds transfers will be cancelled.

Linking of Additional Accounts

If you are authorized to enter into an Agreement for the Online Banking service for other personal or business accounts and if you want to link the accounts to the Online Banking covered by this Agreement, you may link these accounts if they have like signers so that you may elect, at your risk and that of the business, but not of the Bank, to use a common Online ID and Password for Personal Online Banking for all linked personal and business accounts. You can do this only if you are authorized to link the accounts and to use all the functions of Personal Online Banking for each account. You further agree to inform Seacoast National Bank if your authority over any linked account decreases. Seacoast National Bank is not liable if your authority over any account decreases until we are informed of the change in authority using the "Notice" requirements of this Agreement.

Online Banking Services

If you access Online Banking through Personal Financial Management (PFM) software, or another indirect service, all of the features of Online Banking may not be available, including, but not limited to, transfers, bill payment and presentment. To access all of the features and services offered by Online Banking, sign in directly through our Web site at www.SeacoastNational.com. Within Personal Online Banking, you can also access optional services such as Mobile Banking which can be found on our website or through your account representative.

Internal Transfers

Scheduled and recurring transfers can be made from a linked Seacoast National Bank checking, savings, or money market account to most linked Seacoast National Bank accounts, including loan accounts. Transfers can be made from a linked Seacoast National Bank checking, savings, money market account to most personal or business accounts. Transfers from a deposit account are immediately reflected in the account's available balance on the date of the transfer. Transfers scheduled for a weekend or a non-Bank Business Day will be processed on the prior Bank Business Day. All other scheduled and recurring transfers will be processed from the funding account at the beginning of the Bank Business Day requested. Funds transferred to a deposit account prior to 7:00 p.m. ET on a Bank Business Day will appear with the same day's date in the deposit account transaction history. Transfers to a Seacoast National Bank deposit account made after 7:00 p.m. ET as described above on a Bank Business Day but before 11:59 p.m. may be included in the balance we use to pay transactions that night. This process may impact when fees apply to your account. Please note that although these transfers are included in the balance we use to pay transactions that night, they may appear with our next Bank Business Day's date in the deposit account transaction history resulting in overdraft fees. Funds transferred as a payment to a line of credit, installment loan or mortgage account will be credited the next Bank Business Day after the date the payment is submitted. Please note, transfers to any deposit account on a Saturday, Sunday or bank holiday, will appear with our next Bank Business Day's date in the deposit account transaction history. Scheduled and recurring transfers between linked Seacoast National Bank accounts can be for any amount available including overdraft protection balances, in the debit account at the time of the scheduled transfer. At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Online Banking. Recurring Transfers are those made for the same amount, on the same date, on a weekly, bi-

monthly, monthly basis, etc. Once started, recurring Transfers will be made automatically until you delete the Transfer or upon expiration. If the Transfer is not a recurring Transfer, it will be a "one-time Transfer". One-time Transfer do not recur and are not made until you enter the to and from Accounts, amount and the date which you would like the Transfer to occur.

External Transfers

One-time, scheduled and recurring transfers can be made from a linked Seacoast National Bank checking, savings, or money market account to most linked non-Seacoast National Bank deposit accounts that are owned by you at other financial institutions.

You will need to add the non-Seacoast National Bank account in order to use that account for this service. You agree that you will only attempt to add non-Seacoast National Bank personal accounts that you own or for which you have the authority to transfer funds. The process to add a non-Seacoast National Bank account is a self-service process using small dollar transaction verifications.

External transfers from a Seacoast National Bank deposit account are processed at the end of each Bank Business Day. Transfers scheduled for a weekend or a non-Bank Business Day will be processed on the prior Bank Business Day. Funds transferred from a deposit account prior to 7:00 p.m. ET on a Bank Business Day will appear with the same day's date in the deposit account transaction history. Transfers from a Seacoast National Bank deposit account made after 7:00 p.m. ET will be processed on the next Bank Business Day.

Recurring Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Transfers will be made automatically until you delete the Transfer or upon expiration. If the Transfer is not a recurring Transfer, it will be a "one-time Transfer". One-time Transfers do not recur and are not made until you enter the to and from Accounts, amount and the date which you would like the Transfer to occur.

Limitations and Dollar Amounts for External Transfers

External transfers made using Personal Online Banking are subject to the following limitations: External transfers can be for any amount between \$1.00 and \$2,000.00. THE DAILY MAXIMUM FOR ALL EXTERNAL TRANSFERS IS \$2000.00 AND THE MONTHLY MAXIMUM FOR ALL EXTERNAL TRANSFERS IS \$5,000.00. The funds for any outgoing external transfer must be available in the current balance of the transfer from account at the time the transfer is scheduled. At our discretion we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements to move the funds from one account to the other.

Fees for External Transfers

There is no fee to transfer funds into a Seacoast National Bank deposit account. Transfer from Seacoast National Bank to another financial institution using the External Transfer functionality is at a cost of \$3.00 per transfer.

Delivery Times for External Transfers

External transfers take 2 to 4 Bank Business Days to complete. If you are sending funds from a Seacoast National Bank account to another financial institution your account at Seacoast National Bank will be debited on the transfer from date. It may take 2 to 4 Bank Business Days for your account at the other financial institution to credit the funds.

If you are debiting funds from another financial institution for credit at Seacoast National Bank you may see the funds "in process" when you view your Seacoast National Bank transaction history online for several days. The funds will not be reflected in your available balance while they are "in process". Using these funds while they are "in process" may cause you to incur non-sufficient funds (NSF), returned item, overdraft, or similar fees. Please refer to the applicable account agreement and fee schedule for details.

Seacoast National Bank is not responsible for any failure of another financial institution to act in a timely manner. As a result, Seacoast National Bank cannot guarantee the timely delivery or return of funds as a result of the failure of another financial institution to act in a timely manner.

Canceling Transfers

A one-time immediate transfer to another Seacoast National Bank account (Internal Transfer) cannot be cancelled after it has been submitted in Online Banking. A one-time same day transfer to another Financial

Institution (External Transfer) can be canceled up to 7:00 pm ET on the transfer date. A one-time Future-dated and recurring Transfers (either Internal or External) can be canceled prior to midnight ET on the Bank Business Day prior to the date the Transfer is scheduled to be made. If the transfer's status is In Process or Processed, you can no longer cancel it. After you cancel a future-dated Transfer the status of the Transfer is changed to Canceled.

Our Liability for Failure to Cancel or Stop the Transfer

If you attempt to cancel a transfer in accordance with the above instructions and are unsuccessful, we will be not be liable for any losses or damages but will work with you to reverse the transaction to the extent we are able however the final decision to reverse the transaction lies with the recipient of the funds.

Using Online Bill Pay

To use Online Bill Pay, you must provide us with the name and address of the payee (i.e., the person you want to pay), your account number with that payee and any other information we require to properly debit your account with us and credit your account with the payee. If your account number or any other information changes, or if you wish to add or delete payees, you must provide us with these changes prior to the date the payment is scheduled to be made. Any obligations that you wish to pay through Online Banking with Bill Pay must be payable in U.S. dollars to a Payee located in the United States. We work with payees to encourage them to accept an electronic or check payment. If we are unsuccessful, or if we believe that the payee cannot process payments in a timely manner, we may decline to make future payments to this payee. In the unlikely event that this occurs, we will notify you. We may refuse to make payments to certain payees at our sole discretion and to payees that choose not to participate in these services. We reserve the right to restrict categories of payees to whom payments may be made using the service. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited and you agree that you will not attempt to use the service to make these types of Payments. When you create a new payee in Online Bill Pay, it has a temporary status until we have had sufficient time to set up the account. You should schedule a first-time Payment to a new payee at least five (5) Business Days before any Payment due date, to allow us time to set up the payee and verify information about your account with the payee. There is no limit on the number of payees or Payments that may be authorized. However, Bank reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a payee inconsistently by name and account number, scheduled Bill Payment transactions to the payee will occur on the basis of the account number, even if it identifies a person other than the named payee.

Scheduling Online Bill Payments

Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week, the Bank only initiates on Bank Business Days. We will process an Online Bill Payment on the same Bank Business Day as your instructions indicate. If you schedule an Online Bill Payment for a future date, we will process the transaction on that date if that day is a Bank Business Day. If the date you request for a future Online Bill Payment is not a Bank Business Day, we will process the transaction on the Bank Business Day immediately preceding the date you have requested. If you schedule a recurring Online Bill Payment and the payment date does not exist in a month, the payment will be processed on the last Bank Business Day of that month. Payments can be entered as a one-time transaction up to a year in advance, recurring transactions or as payments that are automatically scheduled upon the receipt of an electronic bill (e-Bill). If a Payee on a check fails to negotiate the check within 90 days, we will stop payment on the check and re-credit your account for the amount of the payment. If a check is returned to you prior to the end of the 90 day period, please inform us immediately so that we can stop payment on the check and re-credit your account. Recurring payments are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments will be made automatically until you delete the Payment or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment". One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment.

Limitations and Dollar Amounts for Bill Payments

Bill Payments made using Online Banking are subject to the following limitations: Bill payments can be for any amount between \$1.00 and \$9,999.99 AND A DAILY MAXIMUM FOR ALL PAYMENTS IS \$9,999.99.

How Online Bill Payments are Delivered

Online Bill Payments are processed either through an electronic transmission to the payee or by check drawn on a designated account and mailed to the payee. Payees who receive electronic delivery will receive your payment information, including your account number with the payee, through a computer link. All checks are sent through the U.S. mail. Payments made with checks are generally received and credited

by most payees within five (5) Bank Business Days. If we receive any payment instructions from a payee, we may follow those instructions to help ensure that the Payment is received by the payee and promptly credited to your account. To help ensure that your payments arrive on time, you must schedule your payments to be processed at least five (5) Bank Business Days before the payment due date (that is, the due date shown on your invoice or provided in your agreement with the payee, not taking into account any applicable grace period). This generally allows sufficient time for the payee to receive and post your payment. When you attempt to schedule a payment, we will inform you of the earliest available delivery date. To assure timely payment and obtain the full benefit of the Bill Payment Guarantee, you must schedule payments and your account must be in good standing at least five (5) Bank Business Days before the payment due date. If you do not, or if for any reason your account is not in good standing, you will be fully responsible for all late fees, interest charges or other action taken by the payee. The Bill Payment Guarantee is that your payment will arrive at the payee within five (5) Bank Business Days of the send on date. However for this guarantee to be in effect the send on date must be at least five (5) Bank Business Days before the due date. If the payment fails to reach the payee within five (5) Bank Business Days we will pay any late fee up to \$50.00. We will not be responsible for any interest or finance charges nor will we be responsible for any change in interest rate due to a late payment. Nor will we be responsible for any opportunity lost injuries due to a late payment.

Canceling Bill Payments

A bill payment can be cancelled on the send on date up to the time the payment has an In-Process status. Once the payment is In-Process it cannot be cancelled.

Future-dated and recurring payments can be canceled prior to midnight ET on the Bank Business Day prior to the date the payment is scheduled to be made. If the payment's status is In-Process or Processed, you can no longer cancel it. After any payment is cancelled, the status changes to Canceled. A stop payment cannot be placed on an Electronic Bill Payment transaction once issued. However, a stop payment can be placed on a Bill Payment transaction check UNTIL THE ITEM HAS BEEN PAID. There is no fee for deleting a Payment initiated through Bill Payment; however a fee may apply for a stop on a Bill Payment check.

Our Liability for Failure to Cancel or Stop the Bill Payment

If you attempt to cancel a bill payment in accordance with the above instructions and are unsuccessful, we will be not liable for any losses or damages but will work with you and the vendor to reverse the transaction to the extent we are able however the final decision to reverse the transaction lies with the recipient of the funds.

Transfer/Payment Authorization and Sufficient Available Funds

You authorize Seacoast National Bank to withdraw, debit or charge the necessary funds from your designated account in order to complete all of your designated transfers and payments. You agree that you will instruct us to make a withdrawal only when a sufficient balance is or will be available in your accounts at the time of the withdrawal. The completion of a transfer or payment is subject to the availability of sufficient funds (including any overdraft protection plans) at the time the transaction is posted. If enough funds to complete the transfer or payment are not available, we may either (i) complete the transaction and overdraw the account or (ii) refuse to complete the transaction. In either case, we may charge a non-sufficient funds (NSF), returned item, overdraft, or similar fee. Please refer to the applicable account agreement and fee schedule for details. If a Transfer or Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the time the Transfer or Payment is attempted or scheduled to be made, the Transfer or Payment may be canceled. However, at our option, we may make a further attempt to issue the payment or process the transfer request. Seacoast National Bank is under no obligation to inform you if it does not complete a payment or transfer because there are non-sufficient funds or credit in your account to process the transaction. In this case, you are responsible for making alternate arrangements or rescheduling the Payment or Transfer within Online Banking. In case of recurring Payments or Transfers, only the Payment or Transfer currently scheduled may be canceled. Recurring Payments or Transfers schedule for future dates will not be affected.

Our Liability for Failure to Complete Transfers and Payment instructions

We, or a third party acting as our agent (Service Provider), are responsible for completing fund transfers and bill payments from your account(s) on time and according to your properly entered and transmitted instruction. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will not be liable for your losses and damage. In addition, neither we, nor the Service Provider will be liable:

- If you do not have adequate money in a deposit account to complete a transaction from the account, or if that account has been closed;
- If you have not properly followed Software or payment instruction service on how to make a transfer or bill payment;
- If you have not timely given complete, correct and current instructions so that a transfer or bill

- payment can be made;
- If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the biller by the time it is due;
- If the transfer request is not in accordance with the current OFAC rules and regulations;
- If the transfer would cause your balance to go over the credit limit of an established credit line of credit or the credit limit for any credit arrangement set up to cover overdrafts;
- If a timely transfer or bill payment is made but the biller/ agent nevertheless does not credit your transfer or payment promptly after receipt;
- If withdrawals from any eligible accounts have been prohibited by a court order such as a garnishment or other legal process;
- If we or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed;
- If your Equipment and/or the Software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment;
- If circumstances beyond our or our agent's control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include but are not limited to computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by billers, fires, floods, and other natural disasters: There may be other exceptions to our liability as stated in your Depositor Agreement.

The list of examples set out in this paragraph is meant to illustrate 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.

e-Bills

e-Bills are a feature of the Bill Pay service that enables you to receive bills electronically from participating Payees. Participating Payees establish their own criteria for reviewing requests to deliver e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take up to forty five (45) Bank Business Days to approve an e-Bill set-up request. In some cases we obtain the e-Bill from the web site of the Payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third party web site to retrieve the account information on your behalf, and you appoint us your agent for this limited purpose. We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive a bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your bill details should be directed to your Payee. All parties have the right to cancel the service at any time. We will notify you if Seacoast National Bank discontinues/stops e-Bills. If you request that an e-Bill be discontinued, we require seven (7) Bank Business Days for the Payee to receive and process the request. When you establish e-Bills with a participating Payee you will provide certain information that will be forwarded onto the Payee to complete your enrollment. If you have concerns about the future use of this information you should contact your Payee directly.

Mobile Banking Service

For Service accessed through a Mobile Device, the following features are currently available:

- View Account balances, transactional detail and history
- set up one-time transfers between Accounts
- Pay existing payees using the Bill Pay Service
- Receive text messages with account balances and limited transaction history
- Submit deposits using the Digital Deposit Service described below

We may add or remove certain features and/or functionality from the Service from time to time.

Digital Deposit Service

The Digital Deposit Service is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks on a flatbed/Twain scanner or using a mobile device to take a picture of the check and delivering the images and associated deposit information to Seacoast National Bank. When using Digital Deposit, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We have the right to change, suspend or discontinue the Digital Deposit

Service, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

Digital Deposit Eligible Items

You agree to scan/photograph and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check is transmitted to Seacoast National Bank it is converted to an Image Replacement Document for subsequent presentation and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan/photograph and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Seacoast National Bank's current procedures or which are otherwise not acceptable under the terms of your Seacoast National Bank account.
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted to Seacoast National Bank or any other financial institution or that have otherwise been deposited with Seacoast National Bank or any other financial institution, including checks that have been returned unpaid.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

Digital Deposit Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Digital Deposit Service as "For deposit only, account # _____" or as otherwise instructed by Seacoast National Bank. You agree to follow any and all other procedures and instructions for use of the Digital Deposit Service as Seacoast National Bank may establish from time to time.

We reserve the right to reject any item transmitted through the Digital Deposit Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Seacoast National Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

Upon your receipt of a confirmation from Seacoast National Bank that we have received an image that you have transmitted, You agree to retain the check for at least 2 weeks from the date of the image transmission. After 2 weeks, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Seacoast National Bank upon request.

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Digital Deposit Service in your possession and your records relating to such items and transmissions.

Digital Deposit Availability of Funds

You agree that items transmitted using the Digital Deposit Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Digital Deposit Service is received and accepted before 7:00 p.m. Eastern Time on a Bank Business Day, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Bank Business Day. Funds deposited will generally be made available the next Bank Business Day after the day of deposit. Longer Delays May Apply.

Digital Deposit Limits

We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$1,500.00 per Bank Business Day. In addition, the current dollar limit is \$5,000.00 per any 25 consecutive calendar days. There is limit of 5 items deposited per day and 15 items deposited in any 25 consecutive calendar days..

Digital Deposit Errors

You agree to notify Seacoast National Bank of any suspected errors regarding items deposited through the Digital Deposit Service right away, and in no event later than 45 days after the applicable Seacoast National Bank account statement is sent. Unless you notify Seacoast National Bank within 45 days, such statement regarding all deposits made through the Digital Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against Seacoast National Bank for such alleged error.

By using the Digital Deposit Service you accept the risk that an item may be intercepted or misdirected during transmission. Seacoast National Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Digital Deposit Image Quality

The image of an item transmitted to Seacoast National Bank using the Digital Deposit Service must be legible, as determined in the sole discretion of Seacoast National Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by Seacoast National Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

Digital Deposit User Warranties and Indemnification.

You warrant to Seacoast National Bank that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Seacoast National Bank is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.

- You agree to indemnify and hold harmless Seacoast National Bank from any loss for breach of this warranty provision.

Online Statements

The provisions of this section are applicable upon enrollment and activation for the Seacoast National Bank e-Statement service. To complete your requests to enroll and to stop receiving paper statements by mail for one or more of your accounts, please read and accept the online e-Statement Service Agreement and activate the e-Statement delivery for any of your eligible accounts online.

If you select and activate this option, you must then log on to Seacoast National Bank's secure Personal Online Banking web site using your Personal Online Banking log on credentials to review the new statement. As a convenience to you, we provide you with an e-mail notice that your statement is available for viewing. You must specify the e-mail addresses to receive such notices when activating the service for your accounts. We do not guarantee delivery of such e-mail notice and reserve the right to cancel such e-mail notice at any time. Regardless of your receipt of e-mail notice, you agree that our posting of the statement at the Online Banking web site constitutes delivery of the statement to you. You agree to log on to the Online Banking web site at least once a month to review your statements.

In order to deliver notifications of new statements, you must update us with any change in your e-mail address. You can change the e-mail address for the statement notification at any time. Seacoast National Bank is not responsible for e-mail delivery failures beyond our control, including, but not limited to, Internet Service Provider outages, hardware or software failures, and interruption of telephone service, telecommunications facilities or interference from an outside source. Depending upon your computer's spam filter, you may wish to add CustomerService@SeacoastNational.com to your e-mail address book.

A PDF version of the statement will be made available. Some marketing and promotional materials may not be available with the online statement. Your statement will remain available online for up to 13 months. You may also print the statements or download to your own system. The PDF version of the statement will be the legal statement of record. Adobe Reader is required to view and print the legal copy of the statement. Adobe Reader is available for download free of charge at <http://www.adobe.com/>. Please note that we are not responsible for the performance of any third party software or for any damage to your computer or other equipment caused by the installation of any third party software.

If the account(s) for which you wish to receive online statements has multiple authorized signers, you agree that transmission of any e-mail notice to the e-mail address that have been supplied for that account constitutes fulfillment of Seacoast's notification obligations (if any) on behalf of all account signers. The consent of a single account signer is sufficient to activate e-statements for the account. By viewing the online statement of a previously activated account, you agree to the terms and conditions of this section.

Seacoast National Bank reserves the right to terminate the electronic delivery of the online statement at its sole discretion. If electronic delivery of the statement ceases, then paper statement delivery will resume to the account address we have on record. It is your responsibility to keep your address up to date with us at all times. We are not liable if a statement is mailed to an incorrect address.

By accepting this Personal Online Banking Agreement when you sign on to Personal Online Banking using your log on credentials, and then activating one or more of your accounts for Online Statement delivery, you consent to the electronic delivery of your periodic statements including any check images you may currently receive. By taking such actions, you consent to the terms of the Online Statement terms and conditions, as they may be modified from time to time.

You may cancel your consent and again receive paper statements at any time by selecting Statements and Change Your Statement Delivery Method within Personal Online Banking, then changing the selected delivery preference from online to paper. You may request a paper copy of any statement by calling us at 800.706.9991 or 772-221-2555.

Online Banking Alerts

We provide Automatic Alerts and Voluntary Account Alerts.

Automatic Alerts are sent to you following important account activities or when certain changes are made online to your Online Banking account, such as a change in your email address, telephone number, User ID or password. You do not need to activate these alerts. We automatically activate them for you.

Voluntary Account Alerts must be activated by you. Voluntary Account Alerts allow you to choose alert messages for your accounts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service.

Both Automatic Alerts and voluntary Account Alerts are subject to the following; We may add new Automatic and voluntary Account Alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Alerts will be sent to the email address you have provided. You can also choose to have alerts sent to a secondary email address and in some cases a mobile device that accepts text messages. If your email address or your mobile phone number changes, you are responsible for informing us of that change. While Seacoast National Bank does not charge for the delivery of the Alerts, please be advised that text or data charges or rates may be imposed by your carrier. Changes to your primary, secondary email addresses and mobile phone numbers will apply to all of your Alerts.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. Because alerts are not encrypted, we will never include your password or full account number. However, alerts may include your name and some information about your accounts. Depending upon which alerts you select, information such as your account balance may be included. Anyone with access to your email or text messages will be able to view the contents of these alerts.

Multiple Signer Accounts

Your designation of an account that requires multiple signatures on Personal Online Banking as an Eligible Account constitutes your agreement to waive this requirement on transactions initiated through the Personal Online Banking service. In addition, you agree that we may act on the verbal, written or electronic instructions of any one properly identified authorized signer.

Fees and Other Charges

You should note that depending on how you access Personal Online Banking, you might incur charges for:

- Normal account fees and service charges
- Any Online service provider fees
- Any mobile device carrier charges
- Purchase of computer programs such as Personal Financial Management (PFM) software.
- Transfers made through Online Banking services from a savings or money market account may result in an excess transaction fee. See your savings or money market account for details.
- Fees may be assessed for added self-service features available through Personal Online Banking customer service, such as stop payment requests, check copy orders and account statement copy orders. For additional information, please see the applicable Deposit Agreement.
- An NSF-fee, returned item, overdraft or similar fee may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled or in the case of a personal check, on the date when the check is presented to us for payment.
- The use of External Transfers
- The use of the Digital Deposit Service

We may charge you a research fee for an inquiry about any transaction. This fee will be waived if we determine that a Bank error occurred.

Terminating Your Online Banking

Your Personal Online Banking services will remain in effect until they are terminated by you or Seacoast National Bank. You may terminate your service at any time by notifying us of your intent to cancel in writing, through Personal Online Banking secure mail or by calling Customer Service at 800.706.9991 or 772.221.2555. Termination of your Personal Online Banking services does not terminate your Seacoast National Bank accounts. We recommend that you cancel any scheduled payments and transfers prior to notifying us that you are discontinuing the service. Seacoast National Bank will cancel any scheduled payments and transfers within two (2) Bank Business Days from the date we receive your request to discontinue the service. If you close your checking account, or if it's no longer linked to your service any unprocessed payments may be canceled.

We may terminate your participation in Personal Online Banking services for inactivity or the lack of logging on to the service for 90 days or longer without advanced notice.

Use of External Email Address

With Online Banking services we may send messages to your external email address and notify you that responses to your payment inquiries or customer service inquiries are available, or as otherwise described within the Online Banking services. If you subscribe to e-Bills service, we may also use external email to notify you that you have new bills. Email is not a secure method of communication over the Internet and we recommend you do not send confidential, personal or financial information by external Internet email. We

cannot act on instructions sent by you from an external email address. You should use Online Banking secure mail to send instructions to Seacoast National Bank. If, for any reason your external email address changes or becomes disabled, please contact Seacoast National Bank immediately so that we can continue to provide you with automated messages. You may notify us of any changes to your external email address through the Customer Service tab within your Online Banking service.

Errors and Questions

We report your Online Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including whom you paid, and the date and amount of the transaction will appear on your statement. Your duty to report unauthorized transactions, alterations or any other error with reasonable promptness is outlined in your Deposit Account Agreement. You may also view account activity online.

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online Banking Log On Credentials
- Someone has transferred or may transfer money from your account without your permission
- Bill payment transactions have been made without your authorization

To initiate a payment inquiry, you may use Online Banking services to send a message request via secure online mail. Or you may contact Online Banking Customer Service by calling 800.706.9991. If you are calling from outside of the continental U.S., call us at 772-221-2555.

For Personal Accounts

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, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error so that you may have the use of the money during the time it takes us to complete our investigation. You will reimburse us for the amount of the re-credit immediately upon billing if we subsequently determine there was no error. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account.

If we decide there was no error, we will mail you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of documents which we used in our investigation.

If you tell us within two (2) business days after you discover your log on credentials have been lost or stolen, you can lose no more than \$50.00 if someone uses your log on without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your credentials, you could lose as much as \$500.00. If your monthly statement contains transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization after the sixty (60) days. If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the period.

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