

ONLINE BANKING SERVICE AGREEMENT

I. GENERAL DESCRIPTION OF AGREEMENT

A. What This Agreement Covers

This Agreement between you and The Bank of Tampa (the "Bank") governs the use of Online Banking. These services permit Bank of Tampa clients (consumers, sole proprietors, and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a personal computer.

B. Accepting the Agreement

When you use any of the Online Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire agreement.

C. Relations to Other Agreements

Your use of the Online Banking services may also be affected by the agreements between us for your deposit, loan, and other linked accounts. When you link an account to Online Banking services, you do not change the agreements you already have with us for that account. For example, when you use Online Banking services to access a line of credit account, you do so under the terms and conditions we gave you in the agreement and disclosure for the line of credit account. You should review those agreements for any applicable fees, for limitations on the number of transactions you can make, and for other restrictions, which might impact your use of an account with Online Banking services.

II. ONLINE BANKING SERVICES

A. Online Banking for Consumers and Businesses:

To use Online Banking you must have:

- An Internet access device with service through an Internet service provider.
- An Online Access ID and Online password.

See page 14 of this Agreement for a listing of hardware and software requirements.

You may use Online Banking to:

- Transfer funds to your linked Bank of Tampa checking, savings, or money market deposit accounts from your linked Bank of Tampa checking, savings or money market deposit, or line of credit accounts.

- Transfer funds as a payment to your linked Bank of Tampa line of credit, installment loan or other loan from your linked Bank of Tampa checking, money market deposit, savings, or line of credit accounts.
- View current balance information for your linked Bank of Tampa checking, money market deposit, savings, CD and non-brokerage IRA accounts, as well as lines of credit, or other types of loans.
- Review transactions for up to 18 months (after initial sign up to Online Banking) for your linked checking or money market deposit accounts.
- Review transactions for up to 12 months for your linked savings account.
- Perform self-service account maintenance such as re-ordering checks, printing copies of recently paid checks, ordering copies of previously paid checks, requesting copies of monthly checking or savings statements, stopping payments on checks, request a change of address and phone number, and changing your password.

Some of the above services may not be available for some accounts.

Note: 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. To access all of the features and services offered by Online Banking, sign on directly through our web site at www.bankoftampa.com.

B. Bill Payment and Presentment Services

If you choose to add WebPay Billing and Payment Services, provided through CheckFree, in addition to the Online Banking features listed above you may also:

- Make one-time or recurring payments online from your linked checking accounts to companies or individuals (Payees) you select.
- Use the e-Bills feature to:
 - Receive bills from participating Payees.
 - View payee bill summary and bill detail information.

C. Additional Services

Designated for business, we offer the ability to create multiple Online Access IDs, each with the access level you designate. In some circumstances, we also permit you to link the accounts of other businesses you own or control. See Section VI below for special registration procedures and application terms.

III. DESCRIPTION OF SERVICES

A. Transfers: Processing of Transfer Requests

- Transfers can be made to your linked Bank of Tampa checking, savings or money market deposit accounts from your linked checking, savings, money market deposit, or line of credit accounts.
- Transfers can be made as payments to your linked Bank of Tampa line of credit, installment loan, or other loan account from your linked Bank of Tampa checking, money market deposit, savings, or line of credit accounts.
- The completion of a transfer is subject to the availability of sufficient funds at time of final processing. If you do not have enough available funds, you may incur a fee for paying or returning your overdraft. Please refer to the applicable account agreement and fee schedule for details.
- Transfers you submit from a Bank of Tampa deposit account (checking, savings, or money market deposit) are immediately reflected in your balances for that account. Transfers entered before the cut-off time of 5:00 PM Eastern Time (ET) on a bank business day are processed on that bank business day. Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day. All transfers from a deposit account are reflected on your statement with the business date/day they were processed.
- Express Transfers you submit from a Bank of Tampa line of credit account are immediately reflected in your available credit for that account. Express Transfers entered before the cut-off time of 5:00 PM Eastern Time (ET) on a bank business day are processed on that bank business day. Express Transfers entered after the cut-off time or on a non-bank business day are processed on the next bank business day. Scheduled transfers will occur on the day you specify as the transfer date. All transfers from a Bank of Tampa line of credit are reflected on your statement with the business date/day they were processed.
- *Cut-off Times for Crediting Transfers:* The crediting of funds depends on the type of account you are transferring to and the daily cut-off time. Online Banking Express transfers to Bank of Tampa deposit accounts are immediately reflected in the account balance online and at ATMs. In order for transferred funds to be available to pay items that are processed against your account overnight (i.e. checks, direct debits), they must be entered before the cut-off time of 5:00 PM ET. To avoid possible fees for paying or returning overdraft items, please be sure to make your transfers before the cut-off time.

B. Online Banking WebPay Bill Payment Processing

- Payments can be scheduled from Bank of Tampa checking accounts only.
- Payments can be entered as a one-time transaction up to a year in advance or as recurring transactions.
- Scheduled recurring payments that fall on a weekend or a non-bank business day will be processed on the prior bank business day.
- Payments you make through Online Banking using WebPay are processed in one of two ways:
 - *Electronic Transmission:* Most payments are made by electronic transmission.
 - *Check:* All of these payments are made with a check to your designated Payee. When more than one customer schedules a payment to the same Payee (i.e. Water Department) on the same date (a frequent occurrence), CheckFree may issue either a consolidated check or an individual check to the Payee with an accompanying paper list which includes each customer by name, their account number to be credited and the amount of their payment.
- Scheduling Bill Payments
 - When you enter a payment, enter the date that you want the payment to be processed. The payment amount will be debited from the account that you designate in one of two ways: if the payment is to be made electronically the amount will be debited on the scheduled payment date. If a check is issued, the amount will be debited when the check actually clears your account.
 - To assure sufficient time for Payees to receive and process the payment, you should allow at least 5 business days between the business date you schedule for the payment to be initiated and the payment due date. The Bank of Tampa will not be responsible for any late fees, finance charges, or other action taken by the Payee.

C. Limitations and Dollar Amounts for Transfer and Payments

The WebPay Billing and Payment Service, provided through CheckFree, permits you to use your Internet-enabled device to direct payments from your designated Bank of Tampa Bill Pay account to third parties you wish to pay. Your Bill Pay Account must be a checking account. All payments you make will be deducted from the account that you designate as your Bill Pay account for the WebPay Billing and Payment service. Any payments you wish to make through this service must be payable in U.S. dollars to a payee located in the continental United States. CheckFree reserves the right to restrict types of merchants to whom payments may be made using the Service from time to time. You should not use the WebPay Billing and Payment service to make

payments to settle securities purchases, payments to interest bearing accounts; tax payments or court ordered payments. Payments for these merchants will be your sole responsibility if delayed or improperly processed or credited. Refer to the online help brochure located within CheckFree's website for additional information.

You agree to have available and collected funds on deposit in your designated account in amounts sufficient to pay for all requested transfers and Bill Payments, as well as any other payment obligations you have to the Bank. The Bank and CheckFree reserve the right, without liability, to reject or reverse a transfer or Bill Payment if you fail to comply with this requirement or any other terms of this agreement. If you do not have sufficient funds in the Account and the Bank or CheckFree has not exercised their right to reverse or reject a transfer or Bill Payment, you agree to pay for such payment obligations on demand. You further agree that the Bank, at its option, may charge any of your accounts with the Bank to cover such payment obligations. We reserve the right to impose fees for paying or returning overdraft items, over-the-limit or similar fees. We reserve the right to discontinue the WebPay Billing and Payment service if you fail to have sufficient available funds to cover your bill payment requests. The Bank is under no obligation to notify you if it does not complete a payment or transfer because there are non-sufficient funds in your account to process the transaction. In all cases you are responsible for making alternate payment arrangements or rescheduling the payment through the service.

D. Canceling Payments and Transfer

You cannot cancel your transfer after it has been entered in Online Banking and the information has been transmitted to us. You can use Online Banking to reverse a transfer after it has been entered.

In order to cancel future dated payments, you must sign into Online Banking WebPay and follow the directions provided on the Bill Pay screens. The cancel feature is found in the "Payment History" or "Recurring Payments" section.

You may cancel or edit any scheduled payment (including recurring payment) by following the directions within the WebPay screens. If a payment's status is "Processed" you can no longer cancel it. After you cancel a payment, the status changes to "Canceled." Canceled payments remain in your payment history.

E. e-Bills

e-Bills is a feature of the WebPay service that enables you to receive bills electronically from participating Payees. You must have the Online Banking WebPay service in order to receive e-Bills.

- *Approval of e-Bills:* Participating Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in the decision. Participating Payees generally take up to five business days to approve an e-Bill set-up request.
- *Timely Delivery of e-Bills:* 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.
- *Stop e-Bills:* All parties have the right to cancel the e-Bill service at any time. CheckFree will notify you if a Payee discontinues/stops e-Bills. If you request that an e-Bill be discontinued, you should allow no less than 7 business days for the Payee to receive and process your request.
- *Privacy:* When you establish e-Bills with a participating Payee, you will provide certain information which will be forwarded on to the Payee to complete your enrollment. If you have any concerns about their use of this information, you should contact your Payee directly.

F. Accounts Linked to Your Online Banking Service

If you have any questions about the accounts linked or the activity level assigned to an account, please call us at 813-998-1950 and a representative will discuss the options available to you.

G. Activity Levels for Linked Accounts

There are two activity levels that can be assigned to your linked accounts. They are:

- *Inquiry:* This level allows you to obtain the current account balance and transaction information. This level does not allow transfers of funds between linked accounts.
- *Financial:* This level allows you to obtain account information, to transfer funds between linked accounts, to add WebPay Bill Payment and Presentment services, and certain other banking services.

When you first open Online Banking, all of your linked accounts are assigned the activity level of "Financial." If you want to change the activity level assigned to your linked accounts, please call us at 813-998-1950 and an Online Banking representative will discuss the options with you.

IV. OTHER TERMS AND CONDITIONS

A. Monthly Service Charges

- *Online Banking Service:* There is no monthly service charge for accessing your linked account with the Online Banking service.
- *Online Banking with WebPay Service:* There is no monthly service charge for paying and receiving bills via Online Banking with WebPay for Personal Clients. For business clients, a charge of \$8.00 will be charged to your primary checking account or to your analysis account.

B. Other Charges

The monthly service charge for Online Banking with the WebPay service is in addition to the fees and charges that apply to all of your linked accounts. Please refer to our Schedule of Fees for a complete listing of fees and charges. You should note that depending on how you access Online Banking, you might incur charges for:

- Normal account fees and service charges.
- Any Internet Service Provider fees.
- Purchase of software programs such as Personal Financial Management (PFM) software.
- Payments or transfers made through Online Banking services from a savings account may result in an excess transaction fee. See your savings account agreement and a current Schedule of Fees for details.
- Additionally, fees may be assessed for the use of self-service features available through Online Banking Customer Service such as stop payment requests, check copy orders and account statement copy orders. Please consult your deposit account fee schedule to see if your accounts are subject to these fees.
- A fee for paying or returning overdrafts may also apply if you schedule payments or transfers and your available balance is not sufficient to process the transaction on the date scheduled.
- We may charge you an account research fee of \$25 an hour for an inquiry about a transaction that occurred more than 180 days before the date you make the inquiry. This fee will be waived if we determine an error occurred.

C. Service Hours

Online Banking services are available 365 days per year and 24 hours per day, except during system maintenance and upgrades. When this occurs, a message should be displayed on-line when you sign on to Online Banking.

D. Business Days

For Online Banking Services, our business days are Monday through Friday, excluding bank holidays.

To have a transfer processed on the same business day, we must receive your instructions before the cut off time referred to in Section III, paragraph A.

E. Canceling Your Online Banking Services

If you choose to cancel your Online Banking Services, any unprocessed payments will be cancelled. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. If you close your designated checking account, or if it is no longer linked for your service, your Online Banking Service will end.

F. Joint Accounts

When your Online Banking service is linked to one or more joint accounts, we may act on the verbal, written, or electronic instructions of any authorized signer regarding your service.

G. Changes to Agreement

We may change this agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Commercial Online Banking services after the effective date of a change, you indicate agreement with the change.

H. Cancellation

Your Online Banking services remain in effect until they are terminated by you or The Bank of Tampa. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking email, or by calling the Online Banking Department at 813-998-1950. This cancellation applies to your Online Banking Services and does not terminate your Bank of Tampa accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Online Banking services for any reason, at any time. We will try to notify you in advance, but are not obligated to do so.

I. Transfers from Money Market Deposit and Savings Accounts

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers – including Online Banking services transactions – from money market deposit and savings accounts. For money market deposit accounts, you are limited to six (6) preauthorized and telephone transfers, checks and point-of-sale transactions per monthly statement cycle. For savings accounts, you are limited to six (6) preauthorized and telephone transfers per month. Point-of-sale transfers and checks are not permitted on savings accounts. (For information on these accounts, including fees for exceeding transaction limits on savings accounts, see your account opening disclosures and the current Schedule of Fees.) Each transfer or payment through an Online Banking service from your money market deposit or savings account is counted as one of the six (6) limited transfers you are permitted each statement period. We recommend that you do not use a money market deposit account as your WebPay bill payment account because of these restrictions.

J. Contact by The Bank of Tampa or Affiliated Parties

No employee of The Bank of Tampa, or company affiliated with The Bank of Tampa, will contact you via email or phone requesting your Online Access ID or password. If you are contacted by anyone requesting this information, please contact us immediately.

K. Reporting Unauthorized Transactions

Call us at 813-998-1950 (or your account officer) during regular banking hours. You may also write us at:

The Bank of Tampa
EFT Customer Service
Post Office Box 31319
Tampa, FL 33633-1129

L. Account Statements

We report your Online Banking transactions on the monthly or quarterly statements for your linked accounts. A description of each transaction, including who you paid, the date and amount of the transaction will appear on your statement.

M. Alerts. Your enrollment in The Bank of Tampa Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your The Bank of Tampa account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. The Bank of Tampa reserves the right to terminate its alerts service at any time without prior notice to you.

Methods of Delivery. We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your The Bank of Tampa Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device’s number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicated to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop alerts via text message, text “STOP” to 96924 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in The Bank of Tampa Online Banking. For help with SMS text alerts, text “HELP” to 96924. In case of questions, please contact customer service at 813-998-1950. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. The Bank of Tampa provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside The Bank of Tampa’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold The Bank of Tampa, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys’ fee, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

V. ADDITIONAL PROVISIONS

This Agreement supplements other Electronic Fund Transfer disclosures that you received at the time you opened your deposit account with us. Please refer to these disclosures for additional information. Copies of these disclosures are available at any Bank of Tampa location.

A. In Case of Errors or Questions about Your Electronic Transactions

If your account is a business account (the account is owned by anyone other than an individual, or is not used primarily for personal, family or household purposes), Federal laws limiting your liability for unauthorized electronic transactions do not apply, and you assume responsibility for all electronic transactions that post to your account. If you notify us of an error or an unauthorized electronic transaction posting to your business account, we will promptly investigate your claim, request a refund of any amounts believed to be in error, and promptly credit any refunds received. However, if your claim is denied, the Bank's investigation will end, and you will be liable for the transaction in question. Where possible, the Bank will assist you in your attempts to resolve the dispute (such as by providing copies of documents used in our investigation), but we will not reimburse you for any losses you incur.

If your account is a personal account (an account owned by an individual(s), used primarily for personal, family or household purposes), you have certain protections under Federal law. This law governs our responsibility to investigate your claim of an error or unauthorized transaction, and limits your liability for losses related to these transactions. The following information supplements other Electronic Fund Transfers disclosures that were provided to you at the time you opened your deposit account with us. Please refer to these disclosures for additional information regarding electronic transactions. Copies of this disclosure are available at any Bank of Tampa location.

Call us at 813-872-1200 (or your account officer) during normal banking hours or write us at:

The Bank of Tampa
EFT Customer Service
Post Office Box 31319
Tampa, FL 33633-1129

AT ONCE if you think:

- Your statement or transaction record is wrong,
- You need more information listed on the statement.
- An unauthorized person has discovered your Online Banking Access ID or password.
- Someone has transferred or may transfer money from your account without your permission.
- Bill payment transactions have been made without your authorization.

We must hear from you no later than 60 days after we have sent the FIRST statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing or via email within 10 business days. When you contact us, please provide the following information:

- Your name and account number.
- The date and dollar amount of the transaction in question.
- The name of payee if the transaction in question is a payment.
- A description of the transaction you are unsure of.

Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation within 10 business days (within 20 business days for new accounts) after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days (up to 90 days for new accounts or point-of-sale transactions) to investigate your complaint or question. In this case, we provisionally credit your account within 10 business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive your letter in 10 business days, we reserve the right to not provisionally credit your account.

If we conclude that there was no error, we will send you a written explanation within 3 business days after we complete our investigation. You may request copies of the documents that we used in our investigation.

B. Limitation on Bank's Liability

Tell us at once if you believe your Online Banking Access ID or password has been compromised or if someone has transferred or may transfer money from your account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. The unauthorized use of your Online Banking services could cause you to lose all of your money in your accounts, plus any amount available for overdraft protection.

You will have no liability for unauthorized transactions if you notify us within 60 days after the statement showing the transaction is mailed to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs

after the close of the 60 day period if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

When you give someone your Online Banking Access ID and password, you are authorizing that person to use your service, and you are responsible for all transactions the person performs using your service. All transactions that person performs even those transactions you did not intend or want performed are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

For your protection, sign off after every Online Banking session and close your browser to ensure confidentiality.

The Bank shall have no liability under this Agreement, unless it shall act with gross negligence or willful misconduct. Without limiting the foregoing, the Bank shall not be liable to you in any way for: (i) delays in acting, which are not caused by the Bank's own gross negligence or willful misconduct; (ii) mistakes, errors, or omissions of any kind relating to inquiries, instructions, messages or transactions initiated by you through the Online Banking System, which are not caused by the Bank's own gross negligence or willful misconduct; (iii) use by persons (whether Authorized Representatives or unauthorized personnel inside or outside your organization) of the Online Banking System to affect or to attempt to affect your accounts and to gain information as to your accounts; (iv) loss or damage to you caused by the Bank's failure to act, or delay in acting, if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Bank's control; or (v) any loss or damage caused to you arising out of acts or omissions of any third party, including without limitation, the manufacturer of any software necessary to access the Online Banking System, any employee of yours, courier services, or any other third party. Nonetheless, without limiting the foregoing, if you suffer any loss of interest that would have otherwise been paid by the Bank with respect to funds on deposit in an account maintained by you at the Bank, resulting from the Bank's error in executing or failing to execute a transfer in accordance with instructions provided by you to the Bank through the Online Banking System, the Bank will reimburse you for the loss of such interest for a period not to exceed fourteen (14) days following your receipt of the confirmation advice or periodic account statement (whichever occurs first),

provided that you have complied with this Agreement as well as with all of the instructions and requirements for using the Online Banking System (as determined by the Bank in its sole discretion). Such reimbursement shall be calculated by using the rate of interest paid on the account where the funds were to be deposited.

C. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable for instance:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan) to cover the transaction or transfer.
- If Online Banking services weren't working properly, and you knew about the malfunction when you started the transaction or transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction or transfer, despite reasonable precautions we've taken.
- There may be other exceptions not specifically mentioned.

D. Acknowledgement of Commercially Reasonable Security Procedures

By using Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions which are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

E. Disclaimer of Warranties

The Bank has not made, and does not by this Agreement make, any representations or warranties, expressed or implied, including those of merchantability or fitness for a particular use or purpose, with respect to the Online Banking System, and the Bank hereby disclaims the same. You hereby accept the Online Banking System "as is" and with no warranties or representations from the Bank.

F. Use of Online Banking System

You represent and warrant to the Bank that you will use the Online Banking System only for your own business/personal use in accordance with the terms of this Agreement, any restrictions imposed upon such use by the Bank and all applicable laws and regulations.

G. Confidentiality

The Bank shall take reasonable precautions to insure that any customer information input into the Online Banking System will remain confidential and protected from unauthorized access by third parties. There shall be a presumption that the Bank has satisfied the foregoing obligation if the Bank has adhered to its customary security procedures. Similarly, there shall be a presumption that any third party engaged by the Bank to enable it to provide you with access to the Online Banking System shall have satisfied its obligations to maintain the confidentiality of customer information input into the Online Banking System, if such party has adhered to its customary security procedures. The Bank shall not be liable for any breach of confidentiality, unless such breach results solely from the Bank's gross negligence or willful misconduct.

H. Indemnification

You agree to indemnify and hold the Bank harmless upon demand from any loss, cost, damages, consequences or expenses (including attorneys' fees and expenses at trial and through appellate action) caused by your mistake, omission, or failure to exercise reasonable care in using the Online Banking System or your failure to comply with this Agreement. You also agree to indemnify and hold the Bank, and its officers, directors and employees, harmless upon demand for any loss, cost, damages, consequences or expenses (including attorneys' fees and expenses at trial and through appellate action) caused by any action brought by any third party against the Bank relating to any action taken or not taken by the Bank in connection with this Agreement, unless the Bank shall ultimately be held to have acted with gross negligence or willful misconduct. Your obligations under this paragraph shall survive the termination of this Agreement.

I. Entire Agreement

This Agreement and the terms and conditions hereof contain the entire understanding of the parties and supersede any previous discussions, proposals, or agreements, if any, between the parties with respect to the subject matter hereof. The Bank may amend any or all of the terms of this Agreement by providing written notice thereof to you at least thirty (30) days prior to the effective date of such amendment.

J. Separability of Provisions

If any part of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

K. Non-Assignment

You may not assign this Agreement to any other party or entity without the prior written consent of the Bank. The Bank may assign this Agreement to its parent corporation or to any subsidiary or affiliate entity, or in the event of a sale, to any entity that acquires substantially all of its assets.

L. Binding Agreement

This Agreement is and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and permitted assigns.

M. Governing Law; Waiver of Jury Trial

This Agreement shall be governed by and construed under the laws of the State of Florida and the parties agree to subject themselves to the jurisdiction of the federal and state courts sitting in Tampa, Florida and hereby expressly waive any objections that they may have as to the venue of such courts. You hereby agree to the service of process by certified mail, return receipt requested. YOU HEREBY EXPRESSLY, KNOWINGLY AND INTELLIGENTLY WAIVE YOUR RIGHT TO TRIAL BY JURY IN ANY ACTION BROUGHT WITH RESPECT TO THIS AGREEMENT.

VI. ADDITIONAL PROVISIONS APPLICABLE ONLY TO BUSINESS ACCOUNTS

A. Authorized Users

You have the ability to act as your own System Administrator and assign to each Authorized Representative an access ID ("ID") and a password which will be used to identify the Authorized Representative when he or she accesses the Online Banking System or you may choose to have the Bank assign access IDs.

You understand that as a System Administrator you may designate the activity level – Inquiry or Financial – for each linked account. You may also designate another User as an Administrator, which means that the other user will also be able to designate additional Users. You agree that by granting Financial access you will be allowing a user to transfer funds, perform account maintenance and view account transaction for the linked account. Inquiry access allows a user to view account transactions. If you elect to enable WebPay Bill Payment service for a user, they will automatically have Financial level access to all accounts that you have set up for WebPay Bill Payment and they will be able to pay bills using the WebPay feature. If you are a person authorized on the signature card for each linked account to designate signers for each account, the business has the obligation to inform the Bank of the new individual or individuals with such authority. Such notice must be given separately from any other notices given to other Bank departments or banking offices by calling us at 813-998-1950. You may also write us at:

The Bank of Tampa
Online Banking Department
Post Office Box One
Tampa, FL 33601-0001

THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING PASSWORDS THAT YOU ASSIGN THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND BEFORE WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

In the event you choose to have the Bank set up your Authorized Users as named in a separate notice to the Bank, you represent and warrant to the Bank that the persons named by you as an "Authorized Representative" are authorized by you to access the Online Banking System. You may add or delete any Authorized Representative by providing written notice thereof to the Bank. Such notice shall be effective no later than the fifth (5th) business day following the day of the Bank's receipt thereof. As used in this Agreement, the term "business day" refers to any calendar day, other than Saturday, on which the Bank is open for business.

B. Protecting your Passwords

You understand, and will cause each Authorized Representative to understand, that you and the Authorized Representatives are responsible for maintaining the confidentiality of the ID and password. You agree to notify, and to cause each Authorized Representative to notify, the Bank immediately of any actual, or even suspected, breach of the confidentiality of any ID or password. Such notification shall be made telephonically and in writing on the date of the actual or suspected breach of confidentiality. The Bank reserves the right to change your ID or any Password effective upon notice to you of such change.

You agree that we may send notices and other communications including password confirmation, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that The Bank of Tampa will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your business.

THE BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND BEFORE WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE.

We may suspend or cancel your password even with receiving such notice from you, if we suspect your password is being used in an unauthorized or fraudulent manner. You acknowledge and agree that the Bank shall have no liability to you, or anyone claiming through you, for any loss resulting, directly or indirectly, from a breach of security of any ID or password. Any instruction that is verified by the Bank as originating from an Authorized Representative using the ID and password shall be deemed to have originated from an Authorized Representative. You and the Bank hereby agree that no other security procedures for unauthorized use of the Online Banking System have been established between the parties to this Agreement. In its sole discretion, the Bank may add or delete any procedures (security or otherwise) established under this Agreement, from time to time, upon written notice thereof to you.

C. Input of Information

The Bank will exercise reasonable care in processing the data that you input into the Online Banking System, but shall have no liability to you, or anyone claiming through you, for errors, failures or delays in such processing unless the Bank shall act with gross negligence or willful misconduct. You understand and agree that the Bank assumes no liability or responsibility for the accuracy, completeness or correctness of the data input into the Online Banking System. Consequently, the Bank shall not be liable or responsible for any data you input into the Online Banking System that is inaccurate, incomplete, not current or lost in transmission.

D. Automated Clearing House

The Bank will execute each properly authorized request made through the Commercial Online Banking System for any ACH transactions provided that the request is received by the Bank prior to 5:00 Eastern Time (ET) on a business day that is at least two (2) business days prior to the date on which the ACH is requested. Please refer to the separate ACH agreement for specific terms and conditions of ACH origination.

E. Fed Wire Transfers

The Bank will execute each properly authorized request made through the Online Banking System for any Fed Wire transactions provided that the request is received by the Bank prior to 5:00 Eastern Time (ET) and that funds are available at the time of the request. Please refer to the separate Wire Transfer Agreement for additional terms and conditions.

VII. ELECTRONIC DISCLOSURE AND CONSENT

You agree that we may provide you with all disclosures, notices, and other communications about Online Banking, including the Online Banking Service Agreement and any future amendments, in electronic form. We will provide all future notices by posting them on the Online Banking Sign In page for a period of at least 30 days. You may download or print the notices from your computer if you have the hardware and software described below.

At your request, we will provide you with a paper copy of any of the above documents without a fee.

You have the right to withdraw this consent, but if you do, we will immediately terminate your participation in Online Banking. You may obtain copies of any documents we provided electronically or withdraw your consent by calling us at 813-998-1950.

Your System Requirements

In order for you to access and retain records in connection with Online Banking, your system must meet the following requirements:

- An IBM or Macintosh compatible computer
- Internet access
- Supported Internet Browsers
 - IBM/Windows
 - Microsoft Internet Explorer 6.0 or higher
 - Mozilla Firefox 2.0 or higher
 - Opera 7.54 or higher
 - Macintosh
 - Mozilla Firefox 2.0 or higher
 - Safari 1.0 or higher
 - Opera 7.54 or higher

To print or download disclosures you must have a printer connected to your PC or sufficient hard-drive space to save the disclosure.