

## **Business Online Banking Agreement “BOB”**

This Agreement (“Agreement”) made and entered into on this the \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as “Customer”) and **Heritage Bank of North Florida** (hereinafter referred to as “Bank”).

WHEREAS, the Customer desires to have the capacity to access certain account balance and activity information with respect to certain accounts maintained by the Customer with the Bank via electronic means and

WHERE AS, the Bank is capable of providing such information reporting and transfer services and is willing to act as an Originating Depository Financial Institution (“ODFI”) with respect to any such transfer which utilize the Automated Clearing House (“ACH”) subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the premises, and mutual promises contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Bank agree as follows:

- 1. General.** The cash management services to be provided by the Bank to the Customer, consists of an Internet banking program and all related materials and documentation (herein called the “Program”) that permits the Customer to obtain and conduct certain activities with the Bank. Such activities include the ability to obtain certain account balance information, to initiate book transfers, to initiate electronic funds transfer services, to initiate ACH transactions, to initiate stop payment requests, to perform e-commerce transactions and generally perform other account reporting functions as provided by the Program, now or in the future, all by means of a personal computer via the Internet (collectively the “Services”). Services are provided by the Bank for access and use by the Customer.
- 2. Access.** Bank will provide access to services selected by the Customer from time to time during the term of this Agreement subject to the terms stated in this document. The Customer may select additional services or delete services, but no such selection or deletion shall be binding upon Bank until such time as Bank shall have received written notice of the Customer’s election to increase or delete services and the Customer shall have executed such supplemental agreements, if applicable, as Bank may deem appropriate. Bank shall have a reasonable time after receipt of such notice to implement the requested service. Supplemental agreements relating to the services selected by the Customer shall be executed concurrently with this Agreement, at the time additional services are requested.
- 3. Instructions.** Bank shall provide the Customer with reasonable instructions describing the proper use and security measures to be maintained in connection with the use of the services. These instructions may be amended from time to time by Bank, in its sole discretion, and the Customer agrees to immediately comply with amended instructions upon receipt. It is understood by the Customer that the proper use of services and the information or transactions made available in connection with the use of those services are dependent upon exact and full compliance with the operating instructions provided by the Bank. **The Bank shall have no liability for the failure by the Customer to comply completely with the instructions as amended from time to time.**
- 4. Bill Payment.** Through Heritage Bank of North Florida **Business Online Banking (BOB)** Service customer may subscribe to our optional Online Bill Payment system. The Bill Payment service allows customer to schedule payments through customer’s online banking system for current, future and recurring bills from customer’s checking accounts. Customer must designate a specific checking account (excluding money market accounts or savings accounts) as its bill payment account.

**Restrictions:** Heritage Bank of North Florida will not permit customer to use a money market checking or savings account as customer Bill Payment account, because Federal Regulations require bank to limit either by contract or in practice the number of certain types of transfers from money market deposit accounts and savings accounts. Under these regulations, customer is limited to six (6) preauthorized electronic fund transfers and telephone transfers, including the Bank's **Business Online Banking (BOB)** transactions, checks, and point-of-sale transactions per month. Of these six transactions, customer is limited to no more than three transactions per month by check or point-of-sale. Each fund transfer or payment through the Bank's Business Online Banking from customer's savings or money market deposit account is counted as one of the six limited transfers you are permitted each month. Payments to customer's loan accounts are not counted toward this limit. Customer's that require two (2) signatures for withdrawal purposes will be unable to access the **Business Online Banking (BOB)** Bill Payment Service.

**Eligibility:** Customer may pay any merchant or individual approved for payment by the Bank for payment through the Online Bill Payment ( BizPay) service. Heritage Bank of North Florida will be unable to process any payments to federal, state, or local tax agencies. Online bill payments are available only to payees with a U.S. mailing address.

**Bill Pay Procedure:** By furnishing

5. **Obligations of the Bank.** Heritage Bank of North Florida shall be obligated only to exercise reasonable care in providing these services to the Customer and shall have no liability in connection with providing such services to the Customer except to the extent that the Bank shall be guilty of negligence in which instance the Bank shall only be liable for the actual monetary loss suffered by the Customer as a direct result of such negligence. **In no event will the Bank or its Internet Banking Vendor FISERV, be liable to the customer for any damages, including lost profits, lost savings or other direct, indirect, incidental special or consequential damages arising out of the use or inability to use the program and documentation, or for any claim by another party. The Bank's duties and responsibilities are limited to those described in this agreement. The Bank will not be liable for any consequential, special or punitive damages, regardless of the Bank's act or omission. The Bank will have no liability for any loss or damage resulting from any delay in the performance of this agreement, which is caused by delays or failure to act by any carrier, medium or agent operating between the Bank and the Customer or between the Bank and third parties or any other condition outside the Bank's control. NO third party will have any rights or claims against the Bank under this Agreement. The terms of this section will survive termination of this Agreement.**
6. **Customer's Obligations.** As a condition precedent to the Bank's obligation to provide the services, the Customer shall (a) comply with all instructions provided by the Bank with respect to use of these services; and (b) accurately input any data fields necessary to initiate, release, or cancel any transaction.

**Unauthorized Access and Security Procedures.** The Bank shall take reasonable precautions to protect the confidentiality of the Customer's data. The Customer agrees to indemnify and hold harmless the Bank from any and all loss of damage suffered as a result of any unauthorized use by the Customer, its officers, agents, employees, or independent contractors of the services or the use of any information obtained by such unauthorized access. The Customer will be solely responsible for protecting against unauthorized access to the Internet Banking system's administrative functions and personal computers or networks used to access this system and any and all losses and damages arising from any unauthorized access to the Internet Banking system. The Customer will establish physical security, passwords and other security procedures necessary to ensure the confidentiality of access features. The Customer will make such procedures and security features known only to those authorized representatives of the Customer who will use the Program. The implementation of such security procedures shall not relieve the Customer of its indemnification obligations under the succeeding sentences. The Bank will have no obligation, liability or control, either directly or indirectly over said procedures or the failure of the Customer to maintain said procedures. The Customer will be solely

responsible for designating its authorized representatives and disclosing the identity of said representatives, and all changes thereof, to the Bank. Any instructions, directions or other information provided by the Customer, or any representative of the Customer, under the Program will be deemed to have been authorized by the Customer, and the Bank will be indemnified and held harmless by the Customer for acting upon any such direction, instruction or information.

**The Bank strongly recommends that Customer set procedures that require two individuals to participate in all transfer transactions utilizing Bank software (i.e. one individual enters the transaction and a second individual reviews and approves the transaction). If Customer elects to override the Banks recommendation and allows transfer transactions to be performed by only one individual, Bank will not be liable for any loss or damage suffered by Customer or any other party as a result of errors or intentional acts by Customer or its agents, including but not limited to the misuse of login ID's and passwords.**

7. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
8. **Recording of Transmissions.** The Customer on behalf of itself and its employees, agrees that all telephone conversations and data transmissions received from, made for or made pursuant to or in connection with this Agreement may be recorded, intercepted and retained by the Bank by use of tape or other data storage means.
9. **Confidentiality.** The Customer acknowledges that the use of these services will give Customer access to information and other material, which is proprietary to the Bank and agrees to treat all such information coming into its possession as a result of the use of any of these services as confidential. The Customer agrees not to disclose any such information to any person or entity except to its employees having a need to have access to the services in connection with the use thereof and the Customer's business. The obligation of confidentiality shall survive the termination of this Agreement.
10. **Termination.** The Customer may terminate this Agreement thirty days (30 days) following the Bank's receipt of written notice of such termination. The Bank reserves the right to terminate this Agreement with or without cause immediately upon providing written notice of such termination to the Customer. Any termination of this Agreement shall not affect any of the Customer's obligations arising prior to such termination. Upon termination of this Agreement, the Customer shall return to the Bank all software, documentation, and other information provided by the Bank relating to use of these services by the Customer and shall have no further rights to use of such information.
11. **Correction of Errors.** The Bank shall have the right to exercise its best efforts to complete or correct any data input by the Customer which is incorrect or incomplete, so that it can be processed in compliance with the requirements of these services. However, the Bank shall have no obligation to make any such corrections and no liability shall accrue to the Bank as a result of exercising its best efforts to make such completions or connections.
12. **Payment of Services.** The Customer shall pay the Bank for the services provided at the rates established by the Bank, as may be amended from time to time by the Bank at its discretion. In addition, the Customer shall be responsible for payment of any sales, use, excise or other similar tax relating to the services provided under this Agreement. Charges for these services do not include any charges or fees agreed to separately by the Bank and the Customer with respect to activity in the account or accounts maintained by the Customer at the Bank.
13. **Interruption of Service.** All of the Bank's obligations, responsibilities and covenants hereunder, whether express or implied, shall be suspended at the time, or from time to time, as with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any Act of God, war, epidemic, strike, lockout, riot, weather conditions, equipment failure or malfunction, material shortage,

electrical power disruption or shortage, communication failure or other condition or circumstance not wholly controlled by the Bank.

- 14. Disclaimer of Warranty.** The Bank makes no warranties with respect to the use of the Program nor does the Bank warrant that the program will meet specific requirements of the Customer. Neither the bank nor its Internet Banking vendor FISERV, makes any warranty of any kind, either express or implied, with respect to the use of the Program. The Bank and its Internet Banking vendor, FISERV, disclaim any and all implied warranties of merchantability and fitness for a particular purpose.
- 15. Entire Agreement.** This Agreement, together with any schedules and/or supplemental agreements including any software license agreement attached thereto, constitutes the entire and complete Agreement between the Bank and the Company and supersedes any prior agreement(s) between the parties.
- 16. Notices.** Any written or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States Postal Services registered or certified mail, postage prepaid, or by express carrier addressed as specified below by the parties:

**Bank: Heritage Bank of North Florida  
794 Blanding Blvd  
Orange Park, FL 32065**

**Customer:** \_\_\_\_\_

- 17. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Shirley Marquez  
AVP/EBO