

# AXIOM BANK

## BUSINESS ONLINE BANKING SERVICE TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and keep a copy for future reference.

**Definitions:** The words "you" and "your" refer to either and all of the persons subscribing to or using Axiom Bank's Business Online Banking. The words "Bank", "we", "us", and "our" refer to Axiom Bank. The word "Service" or "System" refers to Axiom Bank's Business Online Banking Service. The words "your deposit accounts" refer to the deposit accounts with the Bank. The words "your loan accounts" refer to the loan Accounts with the Bank which you are obligated to us. The word "terms" refers to these Terms and Conditions. "ACH" refers to Automated Clearing House. The word "Administrator" refers to any of the persons assigned by the Account Holder with full access rights to the Service.

**Security Procedures:** The use of Access ID and password ("Login Credentials"), 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. We may require you to change your Login Credentials from time to time for security reasons. You should keep your Login Credentials in a secure location. Any person having access to your Login Credentials will be able to access the Service and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding your Login Credentials. Providing these Login Credentials to another person effectively constitutes a grant of authority to access your accounts.**

You agree to comply with the Security Procedures and any other Security Procedures the Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with the Security Procedures, 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 should notify us immediately if you believe your Login Credentials have been lost or stolen, that someone has gained access to the Service, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at (800) 584-0015 between 9a.m. to 6p.m. EST during a Business Day (Monday through Friday, excluding Federal Holidays).

**Physical and Electronic Security:** We work hard to make our website secure. We will employ such security measures as in our reasonable judgment are appropriate to secure our website. You will not use our website for unauthorized purposes. We may monitor and audit transactions made through our website. By using Business Online Banking Service, you are acknowledging our security measures are commercially reasonable.

You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and the Bank is not responsible for any damage to your 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. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that the Bank will never contact you by e-mail in order to ask for or to verify Account numbers, login credentials, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you 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. To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

**Access to Accounts via the Internet:** To subscribe to the Service, you must be an authorized user with access to at least one eligible Account with the Bank which may include the following types of Accounts: checking (demand deposit) accounts, savings accounts, money market accounts, certificate of deposits, or loans ("Accounts"). The Service will allow you to access more than one Account, to view Account balance and transaction information, transfer funds among designated Accounts, pay bills from designated Accounts, send electronic mail to Bank and receive electronic mail from Bank. Bank reserves the rights, at all times, to decline your designation of an Account, to deny you the ability to access the Service, to limit access or transactions, or to revoke your access to the Service, each without advance notice.

Subject to the terms set forth below, we will provide you with our Service pursuant to which you can access your Accounts by computer via the internet through our website using your Access ID and password and providing such other information as may be required by our website to accomplish the following:

- Transfer funds between your deposit Accounts;
- Make payments from your deposit Accounts to your loan Accounts;
- Make payments from your deposit Accounts to third parties pursuant to our Business Bill Payment Program (Additional Terms and Conditions Apply);
- Obtain information about your Accounts, such as balances and transaction information on deposits or withdrawals;
- Stop Payments requests; and
- Make ACH transfers, Federal Tax payments, and Wire Transfers (additional agreements required).

The following frequency and/or dollar limitations apply to transfers pursuant to our Service:

- The Bank may set up individual dollar limits per day and limit the frequency of transfers per day; and
- We will have no obligation to carry out any transfers or payments unless there are sufficient funds in the pertinent Account or any overdraft line of credit on that deposit Account.

Once we have received your Access Request Form and verified your account information, we will send you, either by email or by postal mail, confirmation of our acceptance of your Enrollment. We will promptly provide you and any authorized users with an Access ID, temporary password, the address of our website through which you can access the System, and such other information as you will need to participate in our Service. Access will only be granted to the Accounts designated in the Access Request Form. You can add or delete any of your accounts from this Agreement by first communicating your modification to us via email or by calling Corporate Services at (800)584-0015, and then formalizing the instructions by an updated Access Request Form or signed letter. The designated Administrator(s) can arrange for a change of user passwords of your employees. Access to your Accounts will be based upon the Administrator(s)'s identification of users and authority levels. We undertake no obligation to monitor transactions to determine that they are made on behalf of the account holder. Please see the Limitations on Frequency of Transfers below.

**Hardware and Software Requirements:** You are solely responsible for the maintenance, installations and operation of your computer and for the software used in accessing the Service. Bank shall not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of your computer or software, nor

will Bank be responsible for any computer virus that affects your computer or the software while using the Service. By accessing the Service through the Internet, you agree that the Bank shall not be liable for any indirect, incidental, or consequential costs, expenses or damages (including lost savings or profit, lost data, business interruption or attorney's fees). Additionally, you must have an Internet Service Provider, an email address, and a browser to utilize Service through the Internet. You are solely responsible for setting up and maintaining your computer hardware and software and satisfying all hardware and software requirements.

You shall remove and retain any hardware and software from the equipment before disposing of the equipment and shall assume all responsibilities relating to disposal of the equipment as well as any and all liability relating to any security breach or leak of the sensitive or private data on the Hard Drive. We shall have no responsibilities whatsoever relating to the information on the equipment or any security breach or leak of any sensitive data or private data from the equipment.

**Electronic Disclosures and Notices:** You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank website or by email. You agree to notify us immediately of any change in your email address. You understand prior to giving your consent that:

- Your consent applies to disclosures and notices regarding your Accounts or our Service, but does not apply to your periodic account statements;
- Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one at no cost by calling us;
- You can withdraw your consent at any time by calling us; and
- You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

**Stop-Payment Orders:** You may initiate an online stop payment request for paper items you have issued on your accounts. And such an order, using the System, shall be considered to be an order made in writing. This Service allows you to request through the System that Bank stop payment of any check from an account, except for Bill Payments and ACH Debits. A stop payment request must precisely identify the payee, check number, the amount, and the date of the check. Stop payments requested through the System are processed and applied to the account number immediately upon the System's receipt of the Stop-Payment Order request. The Bank will not be responsible for failing to stop payment or paying a postdated check prior to the check's date if the information you provided is incomplete or incorrect.

You agree to access the appropriate account history (such as prior account statements) and determine whether the item you want stopped has or has not already been paid. You will incur stop payment charges as disclosed in the current fee schedule for the applicable account. This request/notice will not be effective if the Bank has already cashed the check, paid the item or is already committed to honor or pay the item under applicable laws, regulations, or rules governing checks or ACH items.

Stop payment requests are valid for six (6) months whether written or electronic. After that time, the item may be paid and charged to your account unless you renew the stop payment request in writing for an additional fee. This request/notice will be cancelled if the account is closed or transferred. Even if the account is later reopened, a new request/notice must be given. The request/notice is made subject to the terms of the Bank's Deposit Account Agreement, as in effect.

You agree to indemnify, defend, and hold us harmless from all actions, claims, and damages related to, or arising from, our action in stopping payment on any item pursuant to your stop payment request.

**Hours of Operation:** You ordinarily can participate in our Service 24 hours a day - 7 days a week. However, we reserve the right to suspend our Service from time to time as we deem appropriate. In addition, some or all of the system services may not be available occasionally due to emergency or scheduled maintenance. All times are Eastern Standard Time unless otherwise stated.

**Transaction Posting:** Transactions entered on our website with the current date, on or before 9:00 P.M. Eastern Standard Time on any business day will be posted on the same day. Current day Transactions entered on our website on weekends, federal holidays or after 9:00 P.M. Eastern standard Time on a business day will be posted by the end of the next business day. Future-dated transfers will be posted on the date you specify. In the event the electronic funds transfer initiated through the System which would result in an overdraft of your Account are not canceled, overdraft charges may be assessed, pursuant to the terms of the deposit agreement for that Account.

**Assignment and Delegation:** You may not assign any of your rights or interests in, to or under these Terms. We can assign our interest and responsibilities under these Terms, delegate our responsibilities under these Terms, and use independent contractors to perform or assist in the performance of our responsibilities under these Terms, as we deem appropriate.

**Limitations on Frequency of Transfers:** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply: Regardless of anything else in these Terms or other agreements, Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers and withdrawals from a savings or money market account to another account or to third parties by preauthorized, automatic, telephonic, or online computer transfer cannot exceed six (6) per calendar month or statement cycle of at least four (4) weeks. Each fund transfer through this Service from your savings or money market account is counted as one of the six (6) transfers permitted each calendar month. For security reasons, there may be other limitations on the number of transfers you can make.

**Termination:** We may terminate your right to participate in our Service at any time if you fail to comply with these terms or the terms of your account agreements with us, including any failure to pay a required fee. Either you or we can terminate this Service without cause or advance notice. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. In addition, in the event we terminate as a result of your breach of any of the terms of these Terms or the terms of your account agreements with us, you will also be responsible for all fees, costs, damages and expenses, including attorney fees, incurred by us as a result of your breach or to enforce these Terms or terms of your account agreements, including, but not limited to, any damages incurred by Bank as a result of harm to other users of the service that are caused by your breach. We may terminate your access to the Service if you do not log into the Service for a period of six (6) months.

**Changes in Terms:** We can change these terms by giving you notice as required by law. Continued use of the Service by you after notice of a change in terms constitutes acceptance of the change.

**Notices:** Notices must be in writing and mailed or hand delivered, except that we can give them to you electronically if you have so consented. Notices to you are effective when given, regardless of whether you receive them. Notices to us are effective only when we actually receive them.

**Irreconcilable Conflicts:** These terms supersede those of your deposit or loan account agreements to the extent they cannot be reconciled. You expressly waive any deposit account agreement requirements of one or more signatures for withdrawal when using the Service. Any one of the persons authorized to make withdrawals from your deposit accounts is authorized to make transfers pursuant to the Service and supporting Access Request Form, even if your account agreements provide that multiple signatures are required for withdrawal.

**Disclaimer of Warranty and Limitation of Liability:** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the services provided to you under these Terms. We do not and cannot warrant that the service will operate without errors, or that any or all services will be available and operational at all times except as specifically provided in these Terms, or otherwise required by law.

**Fees:** Except as indicated elsewhere in these Terms or other agreements, fee schedules or disclosures, we do not charge for the Service. You agree to pay any additional charges for services you request which are not covered by these Terms. Bank may amend the type and amount of such fees and charges at any time upon providing you 30 days prior notice. We may debit any fees and charges from any of your deposit accounts without notice.

**Periodic Statements:** You will receive a monthly account statement from us for your deposit accounts, unless there are no transfers in a particular month, in which case you will get a statement at least quarterly.

**FINANCIAL INSTITUTION'S LIABILITY:** Except as specifically provided in these Terms or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible under any circumstance for any loss, property damage, bodily injury or other damage (including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty) whether caused by the equipment, software, Axiom Bank, or by Internet browser providers such as Netscape (Netscape Navigator browser) and Microsoft (Microsoft Explorer browser), or by Internet access providers or by Online service providers or by an agent or subcontractor of any of the foregoing. Nor shall we or the service providers be responsible under any circumstance for any direct, indirect, special or consequential, economic or other damages (including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty) arising in any way out of the installation, use or maintenance of the equipment, software, the Online Financial Services, or Internet browser or access software.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If you have an overdraft line, and the transfer would go over the credit limit;
- Your account is closed, or it has been frozen;
- If circumstances beyond our control such as interruption of telecommunication service, catastrophic or emergency conditions, or a natural disaster (such as a fire or flood) power failure, strike, labor dispute, act of war, or computer breakdown, prevent the transfer, despite reasonable precautions that we have taken;
- If the funds are subject to legal process or other encumbrance restricting the transfer;
- The information supplied by you is incorrect, incomplete, ambiguous, or untimely;
- You have not properly followed the on-screen instructions for using the Service;
- We have reason to believe in may not be authorized by you;
- The accounts you are trying to transfer funds into and from are assigned to different Taxpayer Identification Numbers; or
- There may be other exceptions stated in our agreement with you.

Except as expressly required by these terms or otherwise required by law, we will not be liable for any losses or damages of any kind resulting from:

- Deficiencies in your computer hardware or software or in your ability or care in using them; or
- Problems relating to your access to the internet.

**CONFIDENTIALITY:** We can disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- As explained in our separate privacy disclosures.

**In Case of Errors or Questions About Your Electronic Transfers:** Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you, or provided electronically to you if you consented to receipt that way, the FIRST statement on which the problem or error appeared. We will require the following information:

- Tell us your name and account number (if any);
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your question or complaint in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**LIABILITY FOR UNAUTHORIZED TRANSFERS:** As a Business Customer, you will not have the benefit of any consumer law limiting liability with respect to unauthorized transfers. This means your liability for the unauthorized use of this Service could be greater than the liability in a consumer transaction. You acknowledge the additional risk and greater measure of liability associated with the use of this Service.

You are liable for all transactions initiated and processed by this Service in good faith and in compliance with a commercially reasonable security procedure, unless otherwise required by law.

AXIOM BANK OPERATIONS  
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