

ONLINE BANKING, MOBILE BANKING AND BILL PAY SERVICE AGREEMENT AND DISCLOSURE

Community Bank and Trust of Florida (CBTFL) strives to provide you with the highest quality Online Banking, Mobile Banking, and Bill Pay Service (the "Service(s)") available. By enrolling in the Service(s), you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Online Banking, Mobile Banking, and Bill Pay Service features from time to time. Any added Service(s) and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Service(s) or feature is added and/or at the time of enrollment for the feature or Service(s) if applicable. These terms and conditions may be modified or cancelled from time to time without notice, except as required by Law.

DEFINITIONS

The following words used in this Agreement have the meanings given below:

"Account(s)" means your eligible Community Bank and Trust of Florida savings, checking, money market, certificate of deposit, loan or other product information which can be accessed through Online Banking, Mobile Banking or Bill Pay Service.

"Administrator" means a user on a business account that can create and edit other users and authorize their scope of activity.

"Agreement" means this Online Banking, Mobile Banking and Bill Pay Service Agreement and Disclosure.

"Bill Pay Service" means the automated payment service that allows you to pay your bills through CBTFL Online Banking and Mobile Banking.

"Business Day" means Monday – Friday, excluding Federal Holidays.

"Device" means a supportable mobile device including a cellular phone, smart phone, or other mobile device that is web enabled. Your wireless carrier may assess fees for data, text messaging, or web services. Please consult your wireless plan provider for details.

"Login ID" means the Login ID that you use to log in to the Service(s).

"Mobile Banking" means accessing Online Banking for banking services through the Mobile Banking application by the use of a Device or through www.cbtfll.com.

"Online Banking" means the banking services including information, communication and transactions accessible from a computer or any device using a secure Login ID and Password.

"PIN", "Code" or "Password" means a personal identification number or an alpha numeric code.

"Service(s)" means Community Bank and Trust of Florida Online Banking, Mobile Banking and Bill Pay Service.

"Website" means Community Bank and Trust of Florida's website: www.cbftfl.com.

"We," "Us," "CBTFL," "Our," "Financial Institution," and "Bank" means the financial institution, Community Bank and Trust of Florida, and its successors or assigns.

"You" and "Your(s)," means those who sign as applicants or any authorized user(s) with access to your Account(s) through the Service(s).

AGREEMENT

This Agreement contains the terms that govern your use of the Community Bank and Trust of Florida's Online Banking, Mobile Banking and Bill Pay Service applications and it includes certain disclosures for electronic funds transfers. Other agreements that you have entered into with the Bank, including your checking, savings, other deposit and loan agreements, are incorporated by reference and made a part of this Agreement. If there is a conflict between the terms and conditions of this Agreement and one contained in the other agreements between us, this Agreement will control.

When you use our Service(s) or you permit any other person to use our Service(s), you are agreeing to the terms and conditions we have set out in this Agreement. Your use of the Service(s) may be made by use of certain numbers, codes, marks, signs, public keys or other means of establishing your identity and acceptance of the electronic communications which are acceptable to the Bank. All electronic communications that meet these requirements will be deemed 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.

Your accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in this Agreement. Additionally, each account will be subject to the following:

- The terms or instructions appearing on a screen when using Service(s)
- CBTFL rules, procedures and policies applicable to each account
- The rules and regulations of any fund transfer system used in connection with Service(s) and all applicable state and federal laws and regulations

Except as otherwise required by law, rule or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made we will update this Agreement. The Agreement will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing the use of Online Banking, Mobile Banking and Bill Pay Service. Your use of the Service(s) after the effective date

of any changes shall constitute your agreement to such changes. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable account.

ONLINE BANKING

Depending upon the particular features of the equipment and software used, you may be allowed access to your Account(s) that you have selected to access through Online Banking by using your assigned Login ID and Password. To request access to the Service(s) please contact a Personal Banker at one of our office locations or register online if available.

Types of Transactions. You may access certain account(s) you maintain with us by computer using your assigned Login ID and Password by accessing Online Banking. You may use Online Banking to perform the following functions: transfer funds between eligible accounts; obtain balance information on eligible accounts; review transactions on eligible accounts; make loan payments; advance funds from credit line; request withdrawal from credit line; online bill payment; allow export of transaction history to a personal finance manager. Additional Online Banking features: Mobile Banking - Online Banking may be accessed utilizing your assigned Login ID and Password on a mobile device, tablet, personal computer, or other electronic devices that may have an internet connection; Mobile App - Online Banking may be accessed through our mobile application utilizing your assigned Login ID and Password on certain mobile devices; Account to Account Payment (A2A) - Transfer money between your Community Bank and Trust of Florida accounts and external accounts you have at other U.S. financial institutions; Person to Person Payment (P2P) - Send money to another person with an eligible U.S. deposit account using their email address or phone number.

Limitations on Frequency and Amount. For security purposes, there are limits on the frequency and amount of transfers you may make using Online Banking.

Fees and Charges for Online Banking:

- Account to Account Transfer (A2A) AVAILABLE TO CONSUMER ACCOUNTS ONLY:
 - Outgoing Transfer Fee: \$3.00
 - Incoming Transfer Fee: No Charge
 - Express Transfer Fee: \$7.50
 - Failed Transaction Fee: \$35.00

- Person to Person Payment (P2P) AVAILABLE TO CONSUMER ACCOUNTS ONLY:
 - Per Transaction Fee: \$1.00
 - Failed Transaction Fee: \$35.00

Your use of the Service(s) after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand that you are responsible for any wireless service or device provider charges and any and all other fees and charges that you may incur by accessing and using the Service(s). All other fees which have been

separately disclosed to you in connection with your Account(s) will continue to apply to those Account(s) and to your Online Banking, Mobile Banking and Bill Pay Service.

Cutoff Times. The cutoff time for Online Banking transfers is 5:00 p.m. Eastern time on a business day CBTFL is open. Transfers that are submitted are processed on request and you can view the results immediately online. However, a cut-off time is required for funds that are needed to pay items (i.e. checks) that are processed against your accounts overnight. To ensure funds are available for overnight posting, and to avoid possible insufficient funds or overdraft fees, please be sure to perform transfers before 5:00 p.m. Eastern time on a business day CBTFL is open. All transfers made after 5:00 p.m. Eastern or on a day CBTFL is not open will be available for the payment of items received in the overnight posting on the next business day.

The cutoff time for loan payments is 5:00 p.m. Eastern time on a business day CBTFL is open. Loan payments will be applied to your Account that business day. All loan payments submitted after 5:00 p.m. Eastern time or on a day that CBTFL is not open will be applied to the Account the next business day.

MOBILE BANKING

Mobile Banking is offered as a convenience and supplemental service to our Online Banking. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your CBTFLL account information, use Bill Pay Service, transfer funds and conduct other banking transactions. To utilize Mobile Banking, you must be enrolled in Online Banking.

We reserve the right to limit the types and numbers of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the Service(s) at any time.

Mobile Banking may not be accessible or may have limited service over some network carriers. Mobile Banking may not be supported by all Devices. CBTFLL cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of network" issues.

Use of Mobile Banking. You agree to accept responsibility for learning how to use the Mobile Banking application and agree that you will contact us directly if you have any problems with the Mobile Banking application. We may modify the Service(s) from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service(s) or your Device.

Other Mobile Banking Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions set forth in your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider

and that the Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider). You also agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services and you also agree to resolve any issues or problems with your provider directly with the provider without involving us.

Any CBTFLL deposit account, loan or other banking product accessed through Mobile Banking is also subject to the account agreements and disclosures provided at the time of account opening. You agree to review your account disclosures carefully, as they may include transaction limitations and fees which may apply to your use of Mobile Banking.

PERMITTED ONLINE BANKING AND MOBILE BANKING TRANSFERS

You may use Online Banking and Mobile Banking to transfer funds between eligible CBTFLL Accounts, and any other external accounts that may be accessible, that you have selected to access through Online Banking.

You must have sufficient funds available in the selected accounts at the time the transfer is received, including available overdraft protection (if applicable). We may process transfers that exceed your available balance at our sole discretion. Applicable fees may apply as permitted by Law.

Federal Regulations limit the number of transfers that are not made in person from a savings or money market account to six per month. Online Banking and Mobile Banking transfers count towards this limit. Each transfer from a savings or money market account using Online Banking or Mobile Banking is counted as one of the six limited transactions permitted each month. You may be subject to fees or account conversion if you exceed the transaction limits of your account using Online Banking and Mobile Banking or any other methods outlined in your Deposit Account Agreement and Disclosures. For consumer accounts, please refer to the Bank's Truth in Savings Disclosures located at www.cbtfll.com.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option as permitted by Law.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

BILL PAY SERVICE

Definitions:

"Cutoff Time" means 4:00 p.m. Eastern Time on any Business Day, and is the time by which you must transmit instructions to have them considered entered on that particular Business Day.

“Deliver By” means the date the payment is expected to arrive to the payee.

“Payee” means the vendor, biller, person or entity to whom you wish a bill payment to be directed.

“Payment Account” means your Checking or Money Market Account and, in the instance of insufficient funds and/or an overdrawn account, any applicable account or available balance on line of credit account, at CBTFLL, from which all bill payments may be made and/or such funds collected.

“Payment Instructions” means the information provided by you to the Service(s) for a bill payment to be made to your Payee (e.g. Payee name, account number, payment amount, payment date, etc.)

“Send On” means the Business Day of your choice upon which your bill payment will be considered in process and your Payment Account will be debited.

Limitations on Frequency and Amount. For security purposes, there are limits on the frequency and amount of payments you may make using Bill Pay Service.

By providing the Bill Pay Service with the names and account information of those entities and/or persons to whom you wish to direct payment, you authorize the Bill Pay Service to follow the Payment Instructions that it receives from you or your authorized user through the Bill Pay Service. When the Bill Pay Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Payment Account and remit funds on your behalf so that the funds arrive as close to the Deliver By designated by you or as soon as reasonably possible.

It is recommended that all Deliver By dates selected by you be no later than the actual due date for payments (not the late date and/or a date in the grace period). It is your responsibility to schedule your bill payments in such a manner that your obligations will be paid on time. Payment Instructions entered after the Cutoff Time or on a non-Business Day will be considered entered in the Bill Pay Service on the next Business Day. If you choose a Deliver By date which is past the due date stated on your invoice or bill, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you. The Bill Pay Service will use its best efforts to make all your payments as instructed.

Right to Stop Payment. A bill payment is "In Process" starting at the Cutoff Time on the Business Day you select as the Send On date. A bill payment is a "Pending Payment", starting from the time you enter Payment Instructions until the payment is "In Process." A payment is considered "Completed" when the Bill Pay Service issues the payment either by check or electronically. You may cancel or edit any Pending Payment (including recurring bill payments) by following the directions provided in the Pending Payment area. There is no charge for canceling or editing a Pending Payment. Please note: Community Bank & Trust of Florida may not have a reasonable opportunity to act on any stop payment or cancellation order given after a payment is "In Process"; it is not possible to stop or

cancel a payment which is "Completed." Stop payment requests will be accepted only if we have a reasonable opportunity to act on such a stop payment order. If you call, we may also require you to present your request in writing after you call. The charge for each stop payment order will be the then current charge for such service as disclosed in our Rate & Fee Schedule.

Our Liability for Failure to Make Bill Pay Service Payments. For consumer accounts, if we do not complete a Bill Pay Service transaction on time or in the 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 Payment Account to complete the payment or transfer; if this occurs, your Payment Account will be blocked from making subsequent payments for up to three (3) Business Days or until the funds are available to cover the requested payment.
- If you do not have adequate collected funds in a Payment Account to complete a transaction from the Payment Account, or if that Payment Account has been closed.
- If you have not properly followed instructions on how to make a payment.
- If you have not given complete, correct and current Payment Instructions so that a payment can be made.
- If the money in your Payment Account is subject to legal process or other claim restricting payment.
- If We or our agent reasonably believes that a transaction may be unauthorized and based thereon the transaction is not completed.
- If your equipment or the Bill Pay Service was not working properly and this problem should have been apparent to you when you attempted to authorize a payment.
- If circumstances beyond our control, or the control of our agent, prevent the completion of a 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 fires, floods, and other natural disasters.
- If incomplete or inaccurate information is forwarded to us by you.
- For errors or failures from any malfunctions of your browser, Internet service provider, computer, computer virus or other problems relating to the computer equipment you use with the Bill Pay Service, including, without limitation, your inability to access the Bill Pay Service or any part of the Bill Pay Service.
- For a failure to provide access or for interruption in access to the Bill Pay Service due to the Bill Pay Service system failure.
- There may be other exceptions stated in our agreement with you.

Prohibited Payments. The following payment types are prohibited through the Bill Pay Service, and we have the right, but not the obligation, to monitor for, block, cancel, and/or reverse such payments at our discretion:

- . Payments to Payees outside of the United States or its possessions/territories (prohibited and not issued under any circumstances)
- . Tax Payments to the Internal Revenue Service or payments to any state or other government agency
- . Court Ordered Payments, such as alimony or child support
- . Payments to insurance companies

In no event shall we be liable for any claims or damages resulting from your initiation of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment, except as required by applicable law. All research and resolution of misapplied, or misdirected prohibited payments will be solely your responsibility and we will have no responsibility therefore whatsoever.

Charges or Fees. Currently we do not impose any fees to use Bill Pay Service. However if you opt to utilize the Expedited Payment Service you will be charged a fee (as noted on the Expedited Payment request page) for each expedited payment made. Additionally, charges for Insufficient Funds or Stop Payment Fees may apply and will be charged as specified in the Rate & Fee Schedule.

You are responsible for any and all telephone access fees or Internet service fees that may be assessed by your telephone utility and/or Internet Service Provider. We reserve the right to impose fees for Bill Pay Service in the future and we will notify you of any such fees, in the manner and to the extent required by this Agreement and by law. Your use of Bill Pay Service after the effective date of any fee changes shall constitute your agreement to such fee changes. You also understand that you are responsible for any wireless service, telephone utility and/or Internet Service Provider charges and any and all other fees and charges that you may incur by accessing and using the Service. All other fees which have been separately disclosed to you in connection with your Account(s), will continue to apply to those Account(s).

ADDITIONAL FEATURES FOR BUSINESSES

Additional features may be made available to businesses. Features may include, but are not limited to: Adding or Managing Users, access to Check Positive Payment service, access to ACH (Automated Clearing House) Origination services, access to ACH Positive Payment and Online Wire Transfers. Additional features may require separate agreements and bank approval. Additional fees and conditions may also apply. Not all businesses will qualify or will be given Online Banking, Mobile Banking and Bill Pay access to these Service(s). Access is granted by the sole discretion of the bank and access previously granted may be withdrawn or cancelled at any time.

Adding and Managing Users. If you have been designated by the business entity (resolution or other documentation from business may be required) to act as an Administrator on behalf of the business, the bank may allow you to add additional users to your online banking profile and provide them with a unique Login ID and Password.

An Administrator can create and edit other users and authorize their scope of activity by designating account settings, and transaction levels. An Administrator can grant access, account settings, and transaction levels only for account(s) that the Administrator has been granted access to on their online profile. Once a user is created by an Administrator, and granted access to an account, the user will be able to view all transaction and account information available within the Online Banking, Mobile Banking and Bill Pay system, including balances, transactions, e-statements, check and deposit images, and additional services that the business has been approved to utilize. The business entity is solely responsible for any transactions or approvals that the user has created, approved, or authorized.

An Administrator is responsible for removing any users that they have previously been created that are no longer authorized by the business entity. If you are an Administrator or user and are no longer authorized on behalf of the business to act in such capacity you agree to notify us in writing at P.O Box 1570, Ocala, FL 34478. If you are an authorized officer/agent of a business you agree to notify the bank in writing at P.O. Box 1570 Ocala, FL 34478 if you have previously authorized an Administrator that is no longer authorized. You are responsible for (and we will have no liability to you for) any unauthorized payments, transfers, or other transactions performed on any account linked to this Service(s) that are made by a user or Administrator using the Login ID and Passwords you or another Administrator assign, and that occur before you have notified us in writing of possible unauthorized uses and we have had a reasonable time to act on that notice.

EQUIPMENT AND SOFTWARE

CBTFL does not guarantee that your computer, Device or mobile phone service provider will be compatible with Online Banking, Mobile Banking and Bill Pay Service. Your computer, mobile phone or other Device needs a program that accurately reads and displays PDF files.

Computers, mobile phones and other Devices with Internet capabilities are susceptible to viruses. You are responsible to ensure that your computer or Device is protected from and free of viruses, worms, Trojan horses, or other similar harmful components (collectively referred to as "viruses") which could result in damage to programs, files, and/or your computer or phone or could result in information being intercepted by a third party. CBTFL will not be responsible or liable for any indirect, incidental, special or consequential damages which may result from such viruses. CBTFL will also not be responsible if any non-public personal information is accessed via Online Banking, Mobile Banking and Bill Pay Service due to any of the above named viruses residing or being contracted by your computer or Device at any time or from any source.

The Bank is not responsible for errors or delays or your inability to access the Service(s) caused by your computer or Device. We are not responsible for the cost of upgrading the computer or Device to remain current with the Service(s). We are not responsible for any damage to the computer or Device or the data within.

YOUR RESPONSIBILITIES

You agree to the following by enrolling in Online Banking, Mobile Banking and Bill Pay Service or by using the Service(s):

Account Ownership/Accurate Information. You agree that you are the legal owner or authorized agent of the legal owner of the Accounts and other financial information which may be accessed via Online Banking, Mobile Banking and Bill Pay Service. You agree that all information provided to us in connection with Online Banking, Mobile Banking and Bill Pay Service is accurate, current and complete, and that you are required to provide such information to us for the purpose of Online Banking, Mobile Banking and Bill Pay Service. You agree you will keep CBTFLL informed on any changes to your email address. You agree not to misrepresent your identity or your account information as well as keeping your account information up to date and accurate. You agree that you are an authorized user of the Device. You are responsible for all transactions you authorize using Online Banking, Mobile Banking and Bill Pay Service under this Agreement. If you permit others to use your log in or Password you are responsible for any transactions they authorize or conduct on any of your Accounts. CBTFLL has the right to rely upon the access of Online Banking, Mobile Banking and Bill Pay Service using log in and Password information as legitimate.

User Security. You agree to take every precaution to ensure the safety, security and integrity of your account(s) and transactions when using Online Banking, Mobile Banking and Bill Pay Service. You agree you will not give out account information, Login ID or Passwords, leave your computer unattended while on Online Banking, allow your computer to store your Login ID and Password, leave account information in view or range of others, nor will you send any private account information via a public or general email system. You also agree to log out of Online Banking completely if you are using a public computer. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, Password or other access information to any unauthorized person. If you allow access to Online Banking, Mobile Banking and Bill Pay Service to an unauthorized user, you will be responsible for any transaction they authorize and we will not be liable for any damages as a result. You agree not to use any personally identifiable information when creating shortcuts to your Account. We recommend that you change your Password regularly. We are entitled to act on instructions received under your Password. For security purposes, it is recommended that you memorize your Password and do not write it down. You are responsible for keeping your Password and account information confidential.

If you believe that your Password may have been lost or stolen, 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, notify us immediately by calling 352-369-1000. You also agree to notify us in writing at Community Bank and Trust of Florida. P.O. Box 1570, Ocala, FL 34478.

We make no representation that any content or use of Mobile Banking is available in locations outside the United States. Accessing Mobile Banking from locations outside the United States is at your own risk.

User Conduct. You agree not to use Online Banking, Mobile Banking and Bill Pay Service or the content or information delivered through Online Banking, Mobile Banking and Bill Pay Service in any way that would be considered illegal or violate any law, statute or regulation. Harassment or threatening language will result in the closure or suspension of your Account. You also agree not to make commercial use of Online Banking, Mobile Banking and Bill Pay Service by reselling, leasing, renting, or distributing access to the Service(s).

Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Community Bank and Trust of Florida, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) third party claims, disputes, action or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service(s); (b) your violation of any law or rights of a third party; or (c) your use or use by a third party of Online Banking, Mobile Banking and Bill Pay Service.

DISPUTES

In the event of a dispute regarding the Service(s), you and the Service(s) agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service(s) which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service(s) relating to the subject matter of this Agreement. If there is a conflict between what one of the Service(s)'s employees says and the terms of this Agreement, the terms of the Agreement shall control.

TERMINATION

CBTFL reserves the right to terminate Online Banking, Mobile Banking and Bill Pay Service in whole or in part at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service(s) either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your Login ID or Password as an indication of an attempted security breach. Termination of the Service(s) does not affect your obligations under this Agreement in respect to occurrences before termination.

DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICE(S) AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE(S), WHETHER

EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE(S) (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE(S) OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE(S) INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE(S), REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF COMMUNITY BANK AND TRUST OF FLORIDA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This disclosure applies only to electronic transactions that involve CONSUMER ACCOUNTS.

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

Online Banking

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned Login ID and Password by accessing the online banking service. You may use the online banking service to perform the following functions:

- * Transfer funds between eligible accounts.
- * Obtain balance information on eligible accounts.
- * Review transactions on eligible accounts.
- * Make loan payments.
- * Advance funds from credit line.
- * Request withdrawal from credit line.
- * Online bill payment.
- * Allow export of transaction history to personal finance manager.
- * Additional Online Banking Features:

-Mobile Banking: Online Banking may be accessed utilizing your assigned Login ID and Password on a mobile device, tablet, personal computer, or other electronic devices that may have an internet connection.

-Mobile App: Online Banking may be accessed through our mobile application utilizing your assigned Login ID and Password on certain mobile devices.

-Account to Account Payment (A2A): Transfer money between your Community Bank and Trust of Florida accounts and external accounts you have at other U.S. financial institutions.

-Person to Person Payment (P2P): Send money to another person with an eligible U.S. deposit account using their email address or phone number.

Limitations on Frequency and Amount:

* For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

Fees and Charges for Online Service:

*** Account to Account Transfer (A2A):**

-Outgoing Transfer Fee: \$3.00

-Incoming Transfer Fee: No Charge

-Express Transfer Fee: \$7.50

-Failed Transaction Fee: \$35.00

Person to Person Payment (P2P):

-Per Transaction Fee: \$1.00

-Failed Transaction Fee: \$35.00

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (352) 369-1000, or write us at Community Bank and Trust of Florida, Post Office Box 1570,

Ocala, FL 34478. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions. You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

DOCUMENTATION

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

Our Liability for Failure to Make Transfers. 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 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 the money in your account is subject to legal process or other claim restricting such transfer.
- * If the transfer would go over the credit limit on your overdraft line.
- * If the ATM where you are making the transfer does not have enough cash.
- * If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- * If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- * There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at **(352) 369-1000**, or write us at **Community Bank and Trust of Florida, Post Office Box 1570, Ocala, FL 34478** 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 sixty (60) days after we sent the **FIRST** statement on which the problem or error appeared.

- * 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.
- * 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 ten (10) business days.

We will determine whether an error occurred 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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. 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 credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

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.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- * To complete transfers as necessary;
- * To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- * To comply with government agency or court orders; or
- * If you give us your written permission.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service(s) is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall

be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Electronic Funds Transfer Limitations on Savings and Money Market Accounts.

You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

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