

## **Online Banking Terms and Conditions**

### ***This access agreement establishes the terms and conditions that govern the use of FirstBank Florida Electronic banking services.***

You agree and accept that you have reviewed and accepted the terms of this agreement and that the use of FirstBank Florida On-Line service to gain access to any of your accounts in FirstBank Florida constitutes your acceptance of the terms and conditions hereby established, to which you agree to commit yourself. In addition, you agree to comply with the terms and conditions of all other agreements subscribed by you and all applicable disclosure documents, related to the accounts and other services that can be accessed by you through the use of FirstBank Florida On-Line, which are made part of this agreement. You are committed to maintain and use your accounts with FirstBank Florida adequately and to comply with all the rules that govern each one of said accounts, including payment of charges related with the use and/or maintenance of said accounts.

For the purpose of this agreement, the terms "you" and "your" refer to the client who is the user of FirstBank Florida On-Line. "FirstBank Florida", "Us", and "Our" refer to FirstBank Florida. The term "working day" means Monday through Friday, except Saturday, Sunday and bank holidays.

### **1. Description of FirstBank Florida On-Line**

FirstBank Florida On-Line is an electronic service that allows you to access a variety of financial services offered by FirstBank Florida through the Internet using a personal computer.

### **2. Requirements for the use of FirstBank Florida On-Line**

In order to be able to use the FirstBank Florida On-Line service, you must have a personal account with FirstBank Florida, as well as the required "browser" installed in your personal computer. In addition, you must have a modem and access service to Internet through your service provider. The "browser" that you use must be compatible with Microsoft Internet Explorer™, version 9.0 or higher or higher. You are responsible to ensure that your equipment is compatible with FirstBank Florida On-Line specifications. You shall be responsible for all costs and expenses related to the installation, use and maintenance of your equipment, of telephone lines, cell phones and your Internet or cellular access provider.

You must choose a "password" to gain exclusive access to your accounts through FirstBank Florida On-Line. You shall be solely responsible for adopting adequate safety measures to protect your password and avoid unauthorized access to your accounts through FirstBank Florida On-Line. FirstBank Florida shall not have the duty or express or implied obligation to investigate or verify if the use of FirstBank Florida On-Line or the access to said service is carried out by a person authorized by you, or according to the safety measures adopted by you.

### **3. Services available through FirstBank Florida On-Line**

#### **You shall be able to obtain the following services:**

Transfer funds between your checking account, savings account and/or line of credit. Obtain updated information about your accounts. Make payments to your Loan with a bank savings or demand deposit account. Schedule Payment to service providers, use person to person payments and Access other electronic services as they become available.

FirstBank Florida may, from time to time, add, amend or eliminate services to those offered at this time through FirstBank Florida On-Line. FirstBank Florida shall update this agreement to inform you of any changes. If you choose to use new services, when available, you agree to comply with all the rules contained in the amendments to this agreement related to the new services.

#### **4. Access to FirstBank Florida On-Line**

You shall have access to FirstBank Florida On-Line seven (7) days a week, twenty-four (24) hours a day. FirstBank Florida agrees to update periodically the information you may obtain through the FirstBank Florida On-Line service. However, you recognize and accept that FirstBank Florida has no obligation to update said information at a specific hour of the day or that it is not subject to a determinate schedule.

You accept and agree that the availability and ability of FirstBank Florida to provide access to the FirstBank Florida On-Line service depends, among other, on the continuous operation and availability of FirstBank Florida's computer system and on the communication processing line, your Internet service provider, your browser, your personal computer, your access equipment and the telephone or electric power lines or both. Should access to FirstBank Florida On-Line be temporarily interrupted or ceases for any reason, FirstBank Florida shall not be responsible of such interruption and in such cases, you shall be able to make your transactions through the automatic teller machine service at any branch and/or by contacting one of our branch locations and/or calling the On-Line Banking Department at **1-866-456-BANK**. You agree and accept that service at our branches or at our On-Line Banking Department will be rendered within the service hours designated by FirstBank Florida for said services.

All transactions made through FirstBank Florida On-Line Banking platform before 4:30 p.m. of any working day will be reflected in your account that same day. Transactions made after that hour in a working day or made on a Saturday, Sunday or holiday, will be reflected in your account on the next working day. Your monthly account statement will reflect all transactions processed by FirstBank Florida and the dates on which said transactions were processed.

#### **5. Service Charges**

At this time, access to the FirstBank Florida On-Line service shall not be subject to other charges besides those established for your account. Additional services including Bill Payment, Person to Person payments are subject to fees defined and provide to you at account opening, or established products with balances requirements. You are responsible for the phone and cellular charges related to connection of the service, for the Internet Service or telco provider charges and any other charges related to your personal computer equipment. Likewise, certain charges may apply to certain services rendered through FirstBank Florida as described in the applicable disclosure documents.

#### **6. Request for Additional Services**

If you request an additional service or request changes to accounts or services you already have with us through the FirstBank Florida On-Line Banking service, FirstBank Florida is authorized to process said request as if it were a written request signed by you.

#### **7. Fund Transfer**

A request made to FirstBank Florida to transfer funds between your accounts through FirstBank Florida On-Line constitutes your authorization to FirstBank Florida to withdraw the necessary funds from the account designated by you. You agree to instruct FirstBank Florida to transfer funds only when the designated account has sufficient and available funds according to your request. FirstBank Florida

shall not be obliged to process a fund transfer request if the designated account has no sufficient funds, including overdraft protection thru automatic transfers from existing accounts. You shall be responsible for verifying on the next day the effectiveness of the transaction requested by you. If at the time of requesting a fund transfer a fund retention order has been placed on a deposit made to the designated account, you shall not be able to transfer the portion of the retained funds until the expiration of said retention order. All fund transfers (including electronic payments) made according to this agreement are considered to be electronic fund transfers under the federal law known as the Electronic Fund Transfer Act. Your rights and responsibilities under that law are contained in the Electronic Transfer Disclosure submitted to you upon opening your account. If you wish, for any reason, to cancel a fund transfer with a future or recurrent date, you must notify us five (5) days before the effective date of said transaction. To notify us of said cancellation, you may contact us by visiting one of our branch locations or by calling us at the On-Line Banking Department at **1-866-456-BANK**.

## **8. Confidentiality**

You are entitled to the confidentiality of your information. We shall not reveal specific information about your accounts to any person, except our employees, agents, parent company, and subsidiaries according to the law. However, we may reveal to third parties information about your accounts in the following circumstances:

when you so authorize it; to verify the existence or the condition of your account when requested by an agency or credit information bureau; to provide services related to your account or offer other products or services; when the account is closed due to unsatisfactory management; when it is necessary for carrying out fund transfers; when it is required by law; or to comply with a judiciary or administrative order.

All your banking relations with FirstBank Florida shall be reflected in FirstBank Florida On-Line, including those that you maintain with other persons. If you wish that one of your accounts is not accessible through the FirstBank Florida On-Line, you must submit a written request to the branch where the account originated. For more information about the confidentiality of your information, please refer to the Privacy Policy information included in our FirstBank Florida web site, [www.1firstbank.com](http://www.1firstbank.com).

## **9. Copyrights and Trademarks**

All rights over images, text, screens and pages of FirstBank Florida On-Line are property of FirstBank Florida or of third parties, as specified. You may copy information from FirstBank Florida On-Line for your own personal use only. You shall not copy, publish, distribute, record, modify or transfer this information, images or other type of materials, nor use them in any other way to create works derived from them nor for public or commercial purposes except as provided in this agreement.

You recognize and agree that the name FirstBank Florida On-Line as well as other trademarks used here are property of FirstBank Florida, other subsidiaries, or of third parties. You shall not use these trademarks without the previous written consent of FirstBank Florida or the trademark's legitimate owner.

## **10. Representations and Guaranties**

FirstBank Florida does not represent or guarantee, expressly or implicitly, the accuracy of the information and materials (including text, graphics, links or other objects) contained in FirstBank Florida On-Line, and expressly rejects all responsibility for errors or omissions in them. Neither FirstBank Florida nor its providers represent nor guarantee directly or implicitly that FirstBank Florida On-Line is appropriate for a particular use. You recognize that you have received adequate information from FirstBank Florida regarding FirstBank Florida On-Line, and that you have decided, freely and voluntarily, to subscribe to this agreement and obtain access to FirstBank Florida On-Line according to the terms and conditions hereby agreed.

You represent and guarantee to FirstBank Florida that you have no intention to use and that you shall not use FirstBank Florida On-Line with the direct or indirect purpose of providing services (including, without limitations, financial, data processing or administrative services, or other related services) to any person or entity. Any link to pages of organizations not affiliated to FirstBank Florida On-Line is provided only as a suggestion of topics that might be interesting or useful to you. FirstBank Florida does not provide any guaranty whatsoever regarding the accuracy, integrity or reliability of these pages, or regarding whether or not its use is appropriate for any specific purpose, nor does it guarantee they are free of defects or claims or of viruses or other contamination. These links do not represent an endorsement nor do they create responsibility for the opinions, ideas, products, information or services offered in said pages.

## **11. Limit of Responsibility**

FirstBank Florida shall respond only to instructions received via FirstBank Florida On-Line and shall not be responsible for malfunctions of the communication facilities out of its control that might affect the contents or the speed of its messages. FirstBank Florida shall not be responsible for incorrect information or instructions provided by you. Neither FirstBank Florida nor any provider of information shall be responsible for deficiencies in the accuracy, totality, availability or timeliness of said information, or of any investment or decision made based on it.

Except as expressly provided in this agreement or in any other agreement applicable to the relation between you and FirstBank Florida or as required by law, you agree that neither FirstBank Florida nor any information provider shall be responsible for any loss or damages whatsoever, direct or indirect, caused by FirstBank Florida On-Line or that in any way arises or is related to the access and use of FirstBank Florida On-Line by you. You are obliged to indemnify FirstBank Florida and release it from any responsibility before any suit or claim filed against FirstBank Florida that seeks to impose responsibility on FirstBank Florida in violation of the dispositions of this Section. The term "FirstBank Florida" as used in this Section, includes FirstBank Florida, its parent company, subsidiaries and shareholders, directors, officials, employees or agents of each of these.

## **12. Electronic Communication**

You shall be able to communicate electronically and in a safe manner only through the "contact us" section of FirstBank Florida. Said form shall be considered received by us the next working day. FirstBank Florida shall act upon your communication within a reasonable term. In addition, you recognize and accept that the form found in the "contact us" section of FirstBank Florida On-Line should not be used when you need to communicate with us immediately. For immediate communication you must call our On-Line Department at the number included in **section 14** of this agreement or visit any of our branches.

You hereby authorize us to record, use and/or copy any electronic form sent by you. You accept and recognize that for safety reasons in handling information, any other electronic method including electronic mail shall not be used to request or make transactions. You accept and recognize that FirstBank Florida has no responsibility for transactional information received through electronic mail.

## **13. Notifications and Alerts**

Your enrollment in FirstBank Florida 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 FirstBank Florida account(s). Alerts are provided within the following categories:

Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts, such as **scheduled payments made, scheduled payments cancelled and mobile deposits**. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the Manage Alerts menu within FirstBank Florida Online Banking and Manage Alerts menu within FirstBank Florida Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts **types** from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. FirstBank Florida 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 FirstBank Florida Online Banking message in-box, by an e-mail message. 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 communicate 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 **FirstBank Florida** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **96924** In case of questions please contact customer service at **844-355-2265** Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

#### **Limitations of Notifications and Alerts**

FirstBank Florida 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 **FirstBank Florida's** control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold **FirstBank Florida**, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, 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. Please refer to our privacy notice located at [www.1firstbank.com](http://www.1firstbank.com) for questions related to how we guard your privacy.

## **14. Unauthorized Transactions**

If you believe you have lost or someone has stolen your password or secret number, or if you detect an unauthorized transfer in any of your accounts, or if you suspect of anytype of illegal activity including address changes in your account, you must inform FirstBank Florida immediately, by contacting one of our branch locations and/or calling the On-Line Banking Department at 1-866-456-BANK or 1-866-456-2265, during the established service hours. If your password or secret number has been used without your authorization and you inform us about it within two (2) working days of knowing about the loss or theft, you may limit your loss to \$50.00. If you fail to notify us within two (2) days of learning about the loss or theft, and FirstBank Florida could have avoided the unauthorized withdrawal from your account had it been notified, you could lose up to \$500.00. You must also notify us immediately if your account statement reflects withdrawals, transfers or purchases not authorized by you. If you fail to notify us within sixty (60) days after the date on which FirstBank Florida sent you a notice or your account statement, and we would have been able to prevent someone from accessing your account without your permission if we had been notified by you on time, it is possible that we will not credit the lost money after the sixty (60) days. The periods of time indicated in this section may be extended under extraordinary circumstances.

## **15. Service to Clients**

Should you need some kind of help regarding FirstBank Florida On-Line, Bill Payment, Mobile Banking or Notifications, or if you need to communicate with FirstBank Florida, you may call any of our branch locations or the On-Line Banking Department at 1-866-456-BANK or 1-866-456-2265, during the established service hours. You may also send us your message via fax to **1-305-455-1806** or write to the following address:

**FirstBank Florida**  
E-Services Department  
9795 So. Dixie Hwy Miami, Florida 33156

You may also send an electronic message to

**InternetBanking@FirstBankFla.com** .

## **16. Hours of Operation**

Our On-Line Banking representatives are available to help you Monday through Friday, 9:00 a.m. to 8:00 p.m. excluding Federal Bank Holidays.

## **17. Term of the Agreement**

This agreement shall remain in effect until one of the parties notifies the other of his/her intention to cancel the service. These notice may be electronic or by regular mail. FirstBank Florida shall send notice to the most recent address appearing on your account record. FirstBank Florida's address is included in section 15 of this agreement. In case this agreement is invalidated for any reason, you shall immediately cease using FirstBank Florida On-Line and FirstBank Florida shall cancel the service, but not your accounts in FirstBank Florida or its affiliates or subsidiaries.

## **18. Miscellaneous Dispositions**

- a) FirstBank Florida reserves the right to amend, update, modify or discontinue FirstBank Florida On-Line service at any time and to amend or modify at any time the terms of this agreement through previous notice to you.
- b) The use and access to the FirstBank Florida On-Line service is subject to all applicable laws and Regulations.
- c) You shall not transfer this agreement to any person without FirstBank Florida's previous written consent.
- d) This agreement shall be governed and be subject to the laws of the State of Florida.
- e) If one or more of the dispositions in this agreement for any reason is declared null, illegal or it cannot be enforced, the remaining dispositions shall remain valid and in full force and effect.
- f) FirstBank Florida reserves the right to use all those available legal remedies in case of violations of these dispositions, including suspension of access service and/or cancellation of related accounts.
- g) Access to the service and use of the passwords through FirstBank Florida On- Line are limited to those users authorized by FirstBank Florida. FirstBank Florida shall use all available legal remedies against any person who tries to and/or uses this service without due authorization.

## **19. Access Consent for Children under 13 in Digital Banking**

This section establishes the consent of the parent or legal guardian of the minor on the Account about the use of Electronic Banking Services by users under 13 years of age. By accepting these Terms and Conditions you will confirm that you are the parent or legal guardian of the minor and you are consenting for the child's access to Digital Banking and also, that you have reviewed and approved the contents of this Agreement, which is provided electronically.

From our web pages, we do not knowingly collect personal information from individuals under the age of 13 without obtaining verifiable consent from their parents. We request that such individuals do not provide personal information through this service.