



## eCom & ePay Service Agreement

This Agreement explains the terms and conditions governing the use of Marine Bank & Trust Company's Internet Services, which include Internet Banking (*eCom*) and Bill Pay (*ePay*).

### Definitions:

"The Marine", "Bank" refers to Marine Bank & Trust Company.

"I", "you", "your", "customer" refers to each person who is authorized to use the Service and to each person who uses the services with the permission of the applicant.

"Business Day" means all days except Saturday, Sunday and all Federal Holidays.

"Cutoff Time" means 8:00 pm Eastern Time on any Business Day. This is the time by which you must transmit Transfer instructions to have them considered entered on that particular Business Day. The system goes off-line at 8:00 pm for approximately 45 minutes for updating. All Scheduled payments are memo posted at 10:00 AM EST and processed after 8:00 pm EST on each Business day. Any payment scheduled after 10:00 am EST for same day payment will occur at 8:00 pm EST.

"Payee" means the person or entity to whom a bill Payment is directed.

"Payment Account" refers to the checking account designated by you, from which all bill Payments will be made.

"Payment Instruction" means the information provided by you to The Marine to facilitate a bill Payment to be made to a designated Payee.

"Payments(s)" means an electronic *ePay* transfer of funds from your Payment Account to a Payee by means of a check or electronic transfer.

"Recurring Payment(s)" means Payment(s), which occur at regular intervals.

"Scheduled Transmit Date" means the Business Day of your choice upon which your bill payment will begin processing and your Payment Account will be debited.

All applicable fee schedules published by Marine Bank & Trust Company from time to time will apply to the Internet Banking Services. You are responsible for the payment of any fees incurred by you on all accounts listed on your enrollment form as well as all additional accounts that you may add at a later date and for all services requested by you.

### **Terms and Conditions:**

1) Agreements: I agree that my use of the Internet Banking Services will confirm that I have completed and reviewed this agreement and applicable disclosures, both of which Marine Bank & Trust Company may amend from time to time. This agreement also supplements the Electronic Funds Transfer Agreement and disclosures that were given to you at the time your deposit account was opened. My initial use of any Internet Banking Service in connection with my account(s) at Marine Bank & Trust Company constitutes my acceptance and agreement to be bound by all of the terms and conditions of this Agreement and of the Deposit Account Terms and Conditions.

2) Authorizations: I understand that my Password can be used to expend funds from my account and that this password must be safeguarded. I authorize Marine Bank & Trust Company and its agents to follow any instructions transmitted by use of my password, and I agree to be bound thereby. The Marine is entitled to act upon instructions received through any Internet banking Service under my password without inquiring into the identity of the person using it. However, I agree that I will not, under any circumstances, disclose my password to any person. I acknowledge that no employee of The Marine needs or should ever ask for my Password. I am liable for all transactions made or authorized using my Password. The Marine has no responsibility for establishing the identity of any person or determining the validity of any transaction received using my Password. If I provide my Password to anyone, I authorize any transactions carried out by that person. The Marine assumes all transactions authorized by my Password are legitimate. I hereby indemnify and will hold The Marine harmless from any loss, damage or expense whatsoever occasioned by or arising from use of my Password. I release The Marine from any and all liability and agree not to make any claim against The Marine or bring any action against The Marine in honoring or allowing any actions or transactions where I have authorized the person performing the action or transaction to use my account or when I have provided my Password to that person.

If I have a business account I understand and agree that I am liable for all transactions that occur on the account. I certify that I am authorized to use the Access ID and Password and I assume the responsibility for all Payment(s) or Transfers initiated by any personnel I so authorize. The owner of the business account agrees to be liable for any other parties designated (by being given the password) to conduct business on the account(s).

For multiple party accounts, each person on a multiple party account will be liable for all transactions that are made on that account. Each person on a multiple party account authorizes all transactions made by any other signer(s) on the account(s). Each owner on a multiple party account agrees to be liable for the actions of the other owner(s) on the account.

3) Unauthorized Use: I will notify The Marine at once if I believe another person has improperly obtained my Password or has carried out un-authorized transactions. At any time, I may ask The Marine to disable my Password and issue a new one to me by telephoning my personal banker at 772-231-6611. You could lose all the money in your Payment Account. If you tell us within two (2) Business Days, you can lose no more than \$50.00 if someone uses your password without your permission.

If you do not tell us within two (2) Business Days after learning that your password has become known by an unauthorized person and the Bank can prove that it could have stopped someone from using the password without your permission if the bank had been told, you could be liable for as much as \$500. **We cannot accept notification of lost or stolen passwords or unauthorized transfers via electronic mail.**

4) Software Requirements: Internet Explorer 5.5 (or greater) or Netscape Communicator 4.5 (or greater) or Netscape Navigator 4.7 (or greater) is required. The customer is solely responsible for the installation, maintenance, and configuration and security of hardware and software maintained on their Internet Access Device for the use of The Marine's Internet Services. The Marine will not be responsible for the inability to access any Internet Services provided by The Marine for reasons beyond its control, including but not limited to: a) the use of incompatible and/or deficient equipment or software, b) problems associated with Internet Browsing Software, and c) Connectivity problems.

5) Electronic Communication: E-Mail should be deemed as unsecured and therefore personal or private information should never be transmitted in this manner. With this understanding, The Marine will be held harmless if, acting in good faith, and exercising normal care; it complies with the instructions received by email purported to be sent by its customer. The Marine shall not be liable for loss or damage incurred by its customer in the situation where an authorized person gained access to an email communication. The Marine will communicate with you via email only when it is unable to reach you via the phone numbers currently on file, or upon your request. In our effort to protect your privacy, we will transmit only cursory information, asking you to contact our office as soon as possible.

6) Amendments: The Marine has the right to modify or terminate this Agreement or the Deposit Account Terms and Conditions at any time. When making changes, The Marine will comply with all legal notice requirements. Once this Agreement is terminated The Marine will not allow any additional internet transactions on the account, nor will additional Internet banking Services be permitted. If this Agreement is modified, my continued use of the Account will represent my acceptance of the changes.

7) Captions & Governing Law: The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as well as any applicable Federal Laws or Regulations.

8) ePay Services: In addition to Internet Banking, you may choose to enroll in our ePay Service for Personal Accounts Only. Our ePay service is optional and does require Payment of fees. By using ePay you will be deemed to have signed any necessary deposit, withdrawal, transfer or Payment request. By providing the names and account information of specific Payees to whom Payment is directed, The Marine will consider itself authorized to follow the Payment Instructions that it receives, debiting the Payment Account on the selected Transmit Date and remitting funds to the Payee on your behalf.

9) Scheduling Payments: It is anticipated that most transactions will be processed and completed on the next Business Day after the scheduled Transmit Date, and arrive approximately Six (6) Business Days after the selected Transmit Date. However, it is understood that due to circumstances beyond the control of The Marine, particular delays in handling and posting Payments by slow responding Payees, some transactions may take an additional day or more to be credited to the Payee account. For this reason it is necessary that all scheduled Transmit Dates selected be no less than Six (6) Business Days before the actual due date, *not the late date and/or a date in the grace period.*

Payments entered into the system after the Cutoff Time or on a non-Business Day will be considered entered on the next Business Day. You understand that debiting your Payment Account for scheduled Payments may result in other items not being paid. In this event, you will not hold The Marine responsible for wrongful dishonor. If you properly follow the procedures described herein, and the Bank fails to send a Payment according to the Payment Instructions received, the Bank will bear responsibility for late charges (\$50 maximum). In any other event, including, but not limited to, choosing a Scheduled Transmit Date less than Six (6) Business Days before the actual Payment due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by the customer.

A Bill Payment is a "Pending Payment" starting from the time you enter Payment Instructions until the Cutoff Time on the Business Day prior to the Scheduled Transmit Date. You may cancel or edit any Pending Recurring Payment by clicking on the

highlighted payee name listed on your Payment List and then entering your changes. On Demand Payments that are Pending can be modified in the same way. However, On Demand Payments cannot be canceled once submitted.

It is a requirement of ePay that the Name and account number format of the Payee match exactly in order for the ePay process to be completed. The Marine has the right to charge for edits that you request to be performed by Bank personnel.

10) Payment Options: A One Time (On Demand) Payment or transfer may be scheduled on the date you enter the Payment or on a future date. On demand payments are posted processed at 10:00 am EST. You may also choose to schedule Recurring Payments or transfers at regular intervals, such as: Monthly, Quarterly, Semi-Annually, Annually, Weekly, Bi-Monthly or Bi-Weekly. You can enter a Payment or transfer through ePay twenty-four (24) hours a day, seven (7) days a week. Cutoff Times apply for processing Payments.

Payments will be scheduled in terms of the Transmit Date. You must select a Transmit Date, which allows sufficient time for the designated Payee to receive the Payment. If a Transmit Date falls on a non-Business Day, the Payment will not be deducted from your Payment Account and action by The Marine to forward the funds to the Payee will not begin until the next Business Day.

11) Payment Cancellation: You can change the amount or the Transmit Date of a Payment online prior to Cutoff Time on the scheduled Transmit Date. To cancel a Recurring Payment you must enter a date several years in the future to ensure that the Payment is not processed or delete the vendor all together. If changing a scheduled payment or transfer you must make the change on-line prior to 10:00 am of the actual transmit date. If you need to change an On Demand item that is memo posted, change the item in your payment list for the same day before Cutoff Time and it will reverse what was memo posted at Cutoff Time and send the second payment. If you want two payments to the same vendor on the same day you must create and schedule two separate vendor listings.

12) The Marine's Liability for Failure to Make or Incorrectly Make a Payment: The Marine will use its best efforts to make all your Payments properly. However, The Marine will not be held liable if it is unable to complete any Payment Order initiated by you because of the existence of any one or more of the following circumstances:

- The Payment Account does not contain sufficient funds to complete the transaction or the Payment Account has been closed.
- The Marine has placed a 'hold' on funds in the Payment Account in accordance with the Banks rights under applicable law or agreement.
- A court order such as a garnishment or other legal process prevents the Bank from making the Payment.
- ePay is not working properly and the customer, after being so notified, executes a Payment Order.
- The phone lines or the Bank's computer systems were not working properly or were temporarily unavailable, and this problem should have been apparent to the customer attempting to make a Payment.
- The Payee mishandles or delays a Payment sent by the Bank.
- The customer has not provided the Bank with the correct name, phone number or account information for the Payee.
- Circumstances beyond the Bank's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bank has taken reasonable precautions to avoid these circumstances.

Provided none of the circumstances listed above are applicable and the Bank causes an incorrect amount of funds to be removed from the Payment Account of a customer or causes funds from the Payment Account to be directed to a Payee which does not comply with the Payment Instructions, the Bank shall be responsible for returning the improperly transferred funds to the customer's Payment Account and for directing to the Payee any previously misdirected transactions.

The following Payments are *prohibited* through the ePay system - Tax Payments or Court Ordered Payments, or Payments to Payees outside the United States. The Bank reserves the right to refuse to pay any Payee to whom you direct a Payment. The Bank is obligated to notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited Payment under this Agreement.

13) Charges: There is no charge to you for the use of Internet Banking. There is a per month charge for the use of ePay for transactions up to the ePay monthly maximum. This fixed fee will be charged regardless of whether the ePay Service is used during the billing cycle. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bank to charge your Payment Account for these amounts and any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

14) Termination or Discontinuation:

In the event you wish to discontinue ePay you must send written notification to Marine Bank & Trust Company, 571 Beachland Blvd., Vero Beach, FL 32963. Such notice of service discontinuance must be supplied ten (10) days prior to the actual

