

## ONLINE BANKING AGREEMENT

This Online Banking Agreement, as amended from time to time (the “Agreement”), contains the terms and conditions and disclosures governing your use of and access to TotalDirectBank’s Online Banking and your certificate(s) of deposit account(s) (“CD”) or money market account(s) (“MMA”) (hereinafter a “CD” and/or MMA shall be referred to as, “your Account(s)”). TotalDirectBank is a division of City National Bank of Florida (“CNB”), Miami, Florida. All TotalDirectBank deposit products are offered by, and will be opened through, CNB. CNB is a Member FDIC institution. Processing services for all TotalDirectBank deposit products are provided by CNB. All deposits with CNB (including deposits through TotalDirectBank deposit products) are insured by the FDIC up to the applicable maximum amount allowed by law for each deposit ownership category. All balances for TotalDirectBank and CNB deposits would be combined for purposes of determining FDIC coverage eligibility. For more information about FDIC Insurance coverage of deposit accounts, visit <https://www.fdic.gov/deposit/deposit>.

This Agreement contains important disclosures and information related to your Accounts. By opening, maintaining, and using our Online Banking, and establishing an Account(s) or any related services, you agree to the terms and conditions of this Agreement. Please read and download, save, and/or print a copy of the Agreement for your records. If you have any questions, you can speak directly with our help desk by calling 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System. The words “we”, “us”, “our”, and “Bank” refer to TotalDirectBank, a division of City National Bank of Florida; “you” and “your” refer to each Account owner and each joint owner identified on the Account records. “Account” means your CD or MMA account(s) you have with us.

### 1. What This Agreement Covers

This Agreement between you and us governs the use of our Online Banking and provides certain disclosures for electronic fund transfers. This Agreement also governs the terms and conditions for your use of Online Banking offered by us in connection with the establishment and maintenance of your Account(s).

By opening an Account, you have contracted to keep the deposited funds on deposit until the maturity date of the CD or consistent with the rules for MMAs. The Account allows you to make deposits of principal by check or Automated Clearing House (“ACH”) transfer from another account you may have. When you open a MMA, you will receive the *Truth in Savings Disclosure* for each such Account. The CD Accounts may be opened for various specified time periods, or “terms,” which end on a maturity date. While an actual certificate is not issued, you will receive a disclosure titled Certificate of Deposit, which includes the Truth in Savings disclosures, with all the pertinent information about the CD Account. Early withdrawals of principal prior to the maturity date are restricted.

Overview of Online Banking transactions, follow:

- Open and fund MMAs or CD Account(s) (in terms as specified or made available by us)
- Using ACH, electronically fund your Account(s) or move money, in or out of the MMA
- View Account balance(s) and statements

Overview of Online Banking services, follow:

- Receive Account statements
- Receive Online Banking alerts (this feature will be implemented shortly, and we will notify you once available)

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- Request CD Account's early redemption (i.e., closing or making a withdrawal from a CD Account, may subject you to penalties as described in the Disclosures & Schedule of Fees for TotalDirectBank Accounts)
- Electronically dispute transactions
- Send communications to us via [CONTACT US](#) link
- Add and manage beneficiaries
- Exchange Secure Email messages with our TotalDirectBank Support Team
- Other Online Banking Services as they become available

Your statement(s) will be made available to you when you log into Online Banking and click on the Online Statements link. Your statement will be provided in a PDF readable, printable, and downloadable format.

- If you recently registered and no statements are currently available, your current quarterly statement may not be available until your next cycle date.
- Your Account statements prior to the current month may take up to two weeks for availability.

You will have the ability to view Online Statements for a period of up to 12 calendar months. Please note, your statement cycle may affect the ability to view prior statements. If you experience this problem, please use the [CONTACT US](#) link.

## 2. Accepting the Agreement

When you use any of the Online Banking services described in this Agreement, or authorize others to use them, you agree to the terms and conditions of the entire Agreement. Your use of the Online Banking 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 us. All electronic communications that meet these requirements will be deemed to be 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.

You are responsible for selecting all hardware and software and your Internet provider, and for any defect or malfunction, including interruption of Internet service.

## 3. How Accounts Can Be Owned

Accounts can be opened and/or held in the types of ownership described below.

- (i) Individual Accounts. Notwithstanding reference in any other agreement to the contrary, TotalDirectBank will establish Accounts for only natural persons. We will not establish accounts for businesses, trusts, or any other form of entity (e.g., corporation, LLC, LP, etc.). An individual Account is owned by one natural person and only that individual shall have present rights to funds in the Account.
- (ii) Joint Accounts. A joint Account is owned by and in the names of two or more natural persons (with a limit of four (4) owners per Account). Each Account owner has a right to the funds in the joint Account. Each Account owner can withdraw any or all available funds at any time or close the Account. We may use the funds in a joint Account to cover any: (i) rights of set-off, levy, attachment, garnishment or other valid legal process or court order, relating to the interest of any one or more of the Account owners; or (ii) requests from a trustee in bankruptcy, receiver in any state or federal insolvency proceeding, or the

duly authorized insolvency representative of any one or more of the Account owners. We are not required to determine net contributions from each Account owner. We shall not be liable to any joint Account owner for additions that increase the Account's balance or honor withdrawal requests from any joint Account owner, unless we receive written notice signed by any joint Account owner not to credit a deposit or allow a withdrawal from a joint Account. If we are provided with such written notice, thereafter, we may require the written authorization of any or all joint Account owners for any further deposits or withdrawals.

All joint Accounts are owned by the joint owners as joint tenants with right of survivorship. A right of survivorship means that if one of the joint owners passes away, the money in the Account belongs entirely to the surviving joint owners. If two or more joint owners survive, the balance in the Account will be owned as joint tenants with right of survivorship.

If we provide notice to one joint owner, all joint owners are deemed to have received notice, except as prohibited by law. All joint Account owners are required to complete the customer information, as required by law when opening an Account. At the time of Account opening, you must specify which joint owner will serve as the "primary owner." The joint owner that serves as the primary owner for the Account can be changed after the Account opening. With respect to a CD Account, the joint owner that serves as the primary owner can only be changed after the maturity date. The primary owner will receive tax documents, including 1099s. All joint owners may have access to the joint Account on our website. We make no representation as to whether your joint Account will meet the specifications for a joint account under the laws of any state other than Florida, as applicable. If you would like your joint Account to be treated as a joint account under any particular state law, you are solely responsible for making sure your joint Account meets the applicable requirements.

- (iii) Payable-On-Death ("POD") Designation. A POD designation may be added to an individual Account or a joint Account. A POD designation allows you to designate one or more beneficiaries (with a limit of four (4)) who will receive the funds in your Account upon your death. If more than one beneficiary is designated, each beneficiary will be paid in equal shares. You may only designate a natural person as a beneficiary for your Account. We reserve the right to remove a POD designation that does not meet our requirements. If you have designated one or more beneficiaries for your Account, that designation cannot be changed by your will. If you add a POD designation to your Account, the Account belongs to you and any joint owners during the lifetime of the Account owner(s) and the funds in the Account belong to the designated POD beneficiaries upon the death of all Account owners. In the case of a deceased beneficiary, the funds in the Account will be paid to the beneficiaries who have survived. The law of the state in which you reside may prescribe requirements and may restrict these types of accounts and account designations. We make no representation as to whether an Account with a POD designation will meet the specifications for a POD account under the laws of any state other than Florida, as applicable. If you would like your Account to be treated as a POD account under any particular state law, you are solely responsible for making sure your Account meets the applicable requirements.

#### **4. Your Authorization and Authentication for Transfers, Requests, and Account Access**

You may access your Account(s) through our website. In order to do so you must have a username, a password and any other security devices or credentials we may require from time to time along with the required hardware and software as described in this Agreement or on the website. You must comply with any security procedures and policies we may establish from time to time.

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- (i) We will not permit transfers to fund your Account or to close or withdraw funds, unless you provide us with satisfactory identification and any other documentation or information that we may require from time to time, as may be further specified in various sections of this Agreement.
- (ii) Authorized Transactions:

You agree that transfers conducted or requested by you, and Online Banking access obtained through telephone or our website, may only be authorized and/or initiated upon satisfactory authentication of your identity through the use of one or more of the following: username, password, out of band authentication code, Biometric Authentication, secret word, electronic signature or other such identifying means (each a "Credential"). "Biometric Authentication" means fingerprint or facial recognition used for identification of you and access control, and is an agreed upon security procedure for access and use of the Services, as applicable. Different types of transfers, requests, or access may require a different Credential and/or use of an additional security procedure. You accept sole responsibility for maintaining security over any Credential and any device using the Credential.

You agree to safeguard your Credential's and your Account number(s). If you give someone your Online Banking Credentials, you are authorizing that person to use the Online Banking in your name, and you are responsible for all transactions the person performs using your Online Banking Credentials. All transactions performed by that person, even those transactions you did not intend or want performed, are authorized transactions.

For the sake of clarity, you agree that any instructions received by us (such as requests to withdraw funds from your Account) that include any of your Credentials will be deemed to be authorized by you. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed. For example, if you provide your e-mail address and password to another person and that person uses that information to withdraw funds from your Account, we will deem the withdrawal to be authorized by you. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon such instructions, which bear any of your Credentials. You agree to keep confidential and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued.

You are solely responsible for keeping your Credentials and other online Account information secure and confidential. To protect the security and confidentiality of your Credentials, we suggest the following:

- Do not give out to any other person your online Account information, Credentials or other means to access your Account(s);
- Do not leave your computer unattended while you are logged in to Online Banking;
- Never leave your online Account information, Credentials, or other means to access your Account within physical or viewing range of others;
- Do not transmit online Account information, Credentials or other means to access your Account via any public or general email system;
- Monitor your Account(s) for unauthorized activity;
- For your protection, log out after every Online Banking session and close your browser to ensure confidentiality. and
- Routinely scan your computer using a reliable virus detection and anti-spyware product.

We may make ACH transfers based on instructions you give to us by calling TotalDirectBank Support Team or through our website. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability we may incur for reasonably acting upon such instructions that you provide to us.

- (iii) **System Maintenance.** At certain times, Online Banking access to some or all of your Accounts may not be available due to system maintenance or circumstances beyond our control. Our TotalDirectBank Support Team may be contacted Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System.

## 5. Deposit and Withdrawal Requirements:

- (i) **Minimum Deposit.** A minimum deposit of at least \$25,000.00 for CD and \$5,000.00 for MMA is required to open an Account. Your Account will not begin to earn interest until: (i) your CD Account has been funded with the \$25,000.00 minimum deposit and/or (ii) your MMA has been funded with the \$5,000.00 minimum deposit. You are not permitted to deposit additional funds into your CD Account after it has been open. However, you are permitted to deposit and transact on your MMA consistent with subsection the limits of transactions applicable to MMA as detailed in the *Disclosure & Schedule of Fees for TotalDirectBank* and the *Deposit Agreement* as well as the maximum deposit limitations found in the subsection below. If you fail to fund your Account with at least the minimum deposit of \$25,000.00 within thirty (30) days of Account opening, we may close your Account. The term of your CD begins on the day of the final deposit into your CD Account, subject to clearance of the funds (e.g., with a check, collection of the funds from the depository bank, or with ACH final settlement). The MMA is deemed opened on the day of the final deposit into your Account, subject to clearance of the funds (e.g., with a check, collection of the funds from the depository bank, or with ACH final settlement).
- (ii) **Maximum Deposit Limitation.** Account owners are subject to a maximum deposit balance limit across all Accounts of \$500,000.00 per Account owner. With respect to joint Accounts, for purposes of determining the maximum deposit balance permissible per Account owner, each joint Account owner will be attributed an equal portion of the balance of the joint Account. For purposes of calculating the maximum deposit balance permissible, for each new Account owner, deposit balances include principal deposited in all Accounts held by the same Account owner with us but does not include interest earned and credited but not withdrawn.
  - a. **Return of Funds.** If you deposit funds that cause your Account balances to exceed the applicable maximum deposit limits by greater than or equal to \$5,000 (or such lesser amount as we determine, in our sole discretion), you authorize us to return the full excess deposit balance to you via check, or, subject to applicable authorization requirements, via ACH. If we receive an ACH transfer from you for deposit and the deposit would cause you to exceed the applicable maximum aggregate limits, we may, in our sole discretion, reject and return the ACH transfer, in accordance with applicable requirements.
- (iii) **Processing Deposits.** When you make a deposit, we will act only as your collection agent and will not be responsible beyond the exercise of good faith and ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If you deposit a check or transfer funds into your Account and the check or transfer is returned to us by the paying financial institution for any reason, you agree that we may deduct the amount of the check or transfer against your Account, without prior written notice to you. We may send the returned check or transfer back for collection a second time

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without notifying you, and you waive any notice of dishonor and protest. At our discretion, we may return, reject, and/or refuse to accept a deposit; for example, we may refuse to accept a transfer to your Account if we believe that accepting the transfer would cause us to violate any applicable law (e.g., sanctions related to the Office of Foreign Assets Control (“OFAC”) or cause your Account to exceed the applicable Maximum Deposit Limitation, discussed previously.

(iv) Funding your Account. PLEASE DO NOT send cash – we will NOT accept cash. We also will not accept checks drawn on a non-U.S. entity. You can make a deposit into your Account (initial and renewal deposits only), only as follows:

- ACH transfer(s)
- Mail a check to:

TotalDirectBank  
c/o City National Bank  
P.O. Box 524470  
Miami, Florida 33152-4470

- You may NOT make a deposit or transfer funds via an ATM.
- You may NOT make a deposit at any CNB banking center location

(v) Automated Clearing House (ACH) Transfers. You may be able to send or receive ACH transfers depending on the type of your Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association (“NACHA”) and you agree to be bound by and comply with the NACHA rules. ACH transfers that are deposited into your Account are provisional and will not be credited to your Account until final payment is received. We are not required to give next-day notice to you of our receipt of an ACH transfer. You agree that we may reverse any ACH transfer of funds to or from your Account without prior notice to you at any time if permitted by NACHA Operating Rules, which includes but is not limited to the following reasons: (a) we credited your Account in an incorrect amount, (b) the transfer represents a duplicate credit to your Account, (c) you were not entitled to the deposit, or (d) you were not the intended recipient of the deposit. We may reverse any provisional credit to your Account for which final payment is not received.

(vi) Cut-Off Time. To allow us time to process deposits, prove balances, and make the necessary entries in our records, we have established 5:00 p.m. ET as our general cut-off hour for deposits. Any deposit received on any business day after this cut-off hour may be treated by us as being received at the opening of the next business day. “Business day” for purposes of this Agreement means any day that is not a Saturday, a Sunday or other day on which commercial banks are required or authorized to be closed under applicable Federal or State law. Other services, such as ACH, may have different cut-off times. These different cut-off times are set forth in the agreement for that service.

(vii) Restrictions on Withdrawal Methods. You are not permitted to link your Account with a credit, debit, gift, or other type of card issued by a third party or another financial institution. If you attempt to make any transactions with your Account using a credit, debit, gift or other type of card issued by a third party or another financial institution or by creating a check drawn on your Account, we will reject and/or return the transaction without notice to you and may consider such action to be a violation by you of this Agreement.

## 6. Reliance Upon Information Provided

- (i) You acknowledge and agree that the Bank is relying upon the information you provide, as well as information provided by the external financial institution sending transfers to you, when we process a transfer on your behalf.
- (ii) When we receive a check or ACH transfer requests to deposit funds into an Account, we do not have a duty to determine whether the Account number provided to us matches the name or other information given to us with the transfer or transfer request. For this reason, we will not be liable to you if we credit a transfer that was intended for your Account to another customer's Account.
- (iii) When you provide us with information to initiate a transfer, you agree that we will not be responsible for accuracy of the information or for any errors or discrepancies in the account names and numbers or the ABA Routing Transit Number and name of the external financial institution holding your account, and you agree that we have no responsibility to determine accuracy or investigate any of these errors or discrepancies.
- (iv) It is important to note, specific types of transfers (e.g., ACH transfers) are subject to additional provisions set forth in this Agreement that govern those particular types of transfers.

## 7. Closing your Account

You may redeem your CD Account early or not renew it, in one of two ways: (a) through Online Banking or (b) by calling us at 888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System. Should you decide to redeem / withdraw or not renew your CD, we will return to the funds to the account that funded the CD Account, unless you inform us otherwise. In the event that the account that funded the CD is no longer available, we will perform heightened security procedures prior to returning your funds in order to verify and protect your funds on deposit with us. Early redemption of a CD may cause a penalty to be charged, please refer to the *Disclosures & Schedule of Fees for TotalDirectBank Accounts* for details. With respect to closing a MMA, you may close your MMA consistent with the general terms delineated above, subject to the *Disclosures & Schedule of Fees for TotalDirectBank Accounts* in connection with limits on transfers/transactions, applicable fees, and we are required by federal regulations to retain the right to ask for seven (7) days written notice before you may withdraw money from interest-bearing money market accounts. If your MMA carries a zero balance for more than 60 days or is overdrawn for 90 days, your account will be closed without further notice to you.

## 8. Limitation of TotalDirectBank's Liability

- (i) **Alternate Access to Online Banking.** The Bank will not be liable for any losses resulting from circumstances over which we have no control, including, but not limited to, the failure of electronic or mechanical equipment or communications lines, telephone or other interconnect problems, operator errors, log-in sequences, war and other acts of hostility, severe weather, earthquakes, floods, hurricanes or other such events. You acknowledge that there are alternate methods for accessing the information and processing an ACH transfer outside of Online Banking Service, such as contacting us at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System. In the event you should experience problems in accessing Online Banking, you will attempt to access such information or perform any ACH transfer by contacting us as provided above.

- (ii) **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR ANY THIRD PARTY VENDOR WE MAY USE MAKES ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. THE BANK AND OUR THIRD PARTY VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE ACCOUNT AND THE ONLINE BANKING SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR THIRD PARTY VENDORS WARRANTS THAT THE ONLINE BANKING OR THE SERVICES PROVIDED THEREIN WILL BE TIMELY OR UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED OR THAT IT WILL MEET YOUR REQUIREMENTS OR THE WEBSITE IS FREE OF VIRUSES OR HARMFUL COMPONENTS. THE ONLINE BANKING IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.
- (iii) **LIMITATION ON LIABILITY.** IN NO EVENT WILL THE BANK OR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY VENDORS BE LIABLE TO YOU FOR DAMAGES DUE TO OUR FAILURE TO COMPLETE AN ACH TRANSFER OR OTHER SERVICE. NEITHER THE BANK NOR ANY OF OUR OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS, OR THIRD PARTY VENDORS WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, EVEN IF THE BANK IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF THE BANK, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR ANY THIRD PARTY VENDOR LIABILITY IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

## 9. Electronic Fund Transfers Disclosure and Terms and Conditions

- (i) **Applicability.** These provisions are only applicable to online electronic fund transfers, which credit or debit a consumer's checking, savings, money market or other asset account and are subject to the Federal Reserve Board's Regulation E (an “EFT”). When applicable, the Bank may rely on any exceptions to these provisions, which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the meaning ascribed therein.
- (ii) **EFT Liability.** It is critical that you let us know AT ONCE if you believe that your Credentials have been lost or stolen or that an EFT has been made from your Account without your permission. Contacting us by telephone is the best way to minimize your possible losses. See below section titled *Telephone Number and Addresses to Contact Us for Unauthorized EFT(s)* for the telephone number and address to contact us on any such unauthorized EFT. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
  - a. If you notify the us within two (2) banking business days after your Credential(s) were lost or stolen or that an unauthorized EFT has occurred, your liability will not exceed \$50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.

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- b. If you DO NOT notify the Bank within two (2) banking business days after your Credential(s) were lost or stolen or that an unauthorized EFT has occurred, and we can prove that we could have stopped the unauthorized transfer if you told us, your liability could be as much as \$500.00.
  - c. You must report an unauthorized EFT, which appears on your periodic statement, no later than 60 calendar days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of the unauthorized EFTs that occurred with the 60-calendar day period. However, if you do not tell us within 60-calendar days after the statement was mailed or made available to you, you may not get back any money you lost after the 60-calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. You may also be liable for the amounts as described in sections a. and b. above.
  - d. If the report to us with respect to your Credential(s) were lost or stolen or that an unauthorized EFT is made orally, we will require that you send the complaint or question in writing within 10 banking business days. We will notify you with the results of the investigation within 10 banking business days and will correct any error promptly. If more time is needed, however, we may take up to 45 calendar days to investigate a complaint or question. If this occurs, we will credit your account within 10 banking business days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within 10 banking business days, we may not credit your account until the investigation is completed. If an alleged error involves an EFT outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 banking business days (instead of 10) and 90 calendar days (instead of 45). If it is determined that no error occurred, a written explanation will be sent to you within three (3) banking business days after the investigation is complete. You may request copies of the documents that were used in the investigation.
- (iii) Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account(s) on time or in the correct amount according to our Agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:
- a. If, through no fault of ours, you do not have enough money in your account to make the transfer.
  - b. If the ATM or system was not working properly and you knew about the breakdown when you started the transaction.
  - c. If circumstances beyond our control (e.g., such as fire, flood, hurricane, etc.) prevent the transfer, despite reasonable precautions that we have taken.
  - d. In the case of preauthorized credits, if the data from the third party is not received, is incomplete or erroneous.
  - e. If your account is not in an active status.
  - f. If any electronic terminal, telecommunication device or any part of the electronic fund transfer system or ACH network is not working properly.
  - g. We will also not be liable if: (a) a legal order directs us to prohibit withdrawals from the Account; (b) the Account is closed or frozen; or (c) any part of the electronic funds transfer system network is not working properly. We do not recognize "Grace Periods," "Pay To," or "Late After" dates when considering the reimbursement of late fees or finance charges.
- There may be other exceptions stated in our Agreement with you.
- (iv) Telephone Number and Addresses to Contact Us for Unauthorized EFT(s)

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In case of errors or questions regarding an EFT, call us at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System or write us at:

TotalDirectBank  
c/o City National Bank  
P.O. Box 524470  
Miami, Florida 33152-4470

We must hear from you at the telephone number or address, listed above, no later than 60 calendar days after we sent you the FIRST statement on which the unauthorized EFT or error appeared. We will need:

1. Your name and account number
2. A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
3. The amount in dollars of the suspected error and date on which it occurred.

You may also send us a message through the **CONTACT US** link. Notification by general email to report an unauthorized transaction is not secure and therefore not advised.

## 10. Funds Availability

The applicable Funds Availability Policy can be found at:

<http://www.totaldirectbank.com/home/disclosures>, and then clicking on Funds Availability Policy.

## 11. General Provisions

- (i) Term. This Agreement will become effective on the date you establish your CD Account and shall remain in full force and effect until termination in accordance with the following provisions.
- (ii) Termination or Suspension of Agreement/Online Banking.
  - a. Our Rights to Terminate or Suspend Online Banking or Close your Account.

We may immediately terminate your Online Banking privileges without notice to you under the following circumstances:

- You do not pay any fee required by this or any other agreement of the Bank, when due;
- If you close your CD Account(s) with us or withdraw your consent to the ESIGN Agreement, you will no longer have access to Online Banking; or
- You do not comply with the Deposit Agreement or loan accounts or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement, your use of Online Banking, or your CD Account for any other reason, the above causes for termination are not all-inclusive.

In addition, we may suspend, terminate, or limit your use of Online Banking for any reason and without notice except as may be required by law. If we suspend, terminate or limit your use of Online Banking, any scheduled transactions you established through Online Banking may not be completed. Our suspension, termination, or limitation of access to Online Banking will not affect

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any obligations or liabilities you may have under this Agreement. Online Banking is not intended for use by persons in any jurisdiction or country where such use would be contrary to US applicable laws or regulations. The Bank may restrict Online Banking during times you are in a country for which transactions using Online Banking would be prohibited or as a security precaution.

b. Termination for Convenience

To terminate this Agreement, you must notify the Bank by one of the following methods:

- Calling us at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System;
- Sending us a message using the [CONTACT US](#) link; or
- You may write to us at:

TotalDirectBank  
c/o City National Bank  
P.O. Box 524470  
Miami, Florida 33152-4470

c. Inactive Account. See the Deposit Agreement for topics related to escheatment and dormancy.

- (iii) Termination of Transactions. If you terminate Online Banking, you authorize us to continue making transfers that was in process which you previously authorized until we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers of payments from your Accounts, including any transfers or payments you have previously authorized.
- (iv) Equipment and Software Requirements. You are responsible for obtaining, maintaining, and operating your own equipment used to access and perform Online Banking services. We will not be responsible for any failure or errors resulting from the malfunction of your equipment. We support non-beta versions of browsers and platforms for accessing the Online Banking Services via our website as outlined in the “**ESIGN Acceptance / Consent to Use Electronic Records and Signatures,**” which is available through our Online Banking or via our website.
- (v) Consent to Emails and Automated Text Messages.

By establishing an Account, you represent that you are the owner of the email address, mobile phone number, and/or other alias you registered, or that you have the delegated legal authority to act on behalf of the owner of such email address, mobile phone number and/or other alias to send or receive money as described in this Agreement. You consent to the receipt of emails or text messages from us. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Please check your mobile service agreement for details or applicable fees.

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- b. You will immediately notify us if any email address or mobile phone number you have registered is (i) surrendered by you, or (ii) changed by you.
  - c. The Bank or your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us.
  - d. To cancel text messaging from us, login in to our Online Banking and turn the established alert text messages off or contact TotalDirectBank Support Team at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System for assistance.
- (vi) Privacy and Information Security. For information about our privacy and security practices and a link to our Consumer Privacy Notice, go to City National Bank of Florida's Web site at <http://www.citynationalcm.com/home/privacy>.
- (vii) Contact by TotalDirectBank or Affiliated Parties. No Bank employee, nor any company affiliated with the Bank will contact you via email or phone requesting your Credentials, Online ID or online passcode. If you are contacted by anyone requesting this information, please contact us immediately.
- (viii) Relation to Other Agreements. This Agreement is in addition to any other agreements or disclosures between the you and us, including but not limited to the Bank's *Deposit Agreement, Disclosure and Schedule of Fees for TotalDirectBank Accounts, Electronic Fund Transfers Agreement, Certificate of Deposit* for CD Accounts, and *Truth In Savings Disclosure* for MMAs, and any change of terms notices governing your Account. Please refer to these Agreements or disclosures for more information regarding your Accounts.
- (ix) Conflicts between Agreements. If this Agreement conflicts with any other agreements related to your Account or any other applicable agreements include terms that are not addressed in this Agreement, then the other agreements will control and take precedence, unless this Agreement specifically states otherwise. The other agreements will only control with respect to the Accounts or Online Banking with which it is associated, and only to the extent necessary to resolve the conflict or inconsistency. Additional provisions of other agreements regarding your Account that do not appear in this Agreement will continue to apply.
- (x) Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable.
- (xi) Changes/Amendments. We may change or amend this Agreement at any time. Changes or amendments to this Agreement will be effective immediately after we make them, unless applicable law requires us give you advance notification. Those changes / amendments will be effective immediately after advance notice has been issued or upon the date stated in such notice, as required by applicable law. A copy of the Agreement can be printed from our website or you may obtain a copy of this or any other Account agreement by:
- Calling us at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System;
  - Sending us a message using the **CONTACT US** link; or

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- You may write to us at:

TotalDirectBank  
c/o City National Bank  
P.O. Box 524470  
Miami, Florida 33152-4470

- (xii) International use. We do not make any representation that any content or use of Online Banking is appropriate or available for use in locations outside of the United States and accessing the service from territories where its contents or use is illegal and is prohibited by. Those who choose to access the service from locations outside the United States do so at their own risk and are responsible for compliance with local laws.
- (xiii) Click-Through Consent. You understand and agree that when you click on an "I agree" or similarly worded entry field, your agreement or consent will be legally binding and enforceable as the legal equivalent of a handwritten signature.
- (xiv) Assignment. We can assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or duties to anyone else.
- (xv) Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement shall be sent to you electronically. Except as expressly provided otherwise in this Agreement, we will provide you notices, alerts and other information regarding your Account via electronic means (either email, text message, or message within our Online Banking or by posting information on [www.totaldirectbank.com](http://www.totaldirectbank.com), or by other means available. To the extent that the information is sent via email or text message, it will be sent to either your secure email address that you access through Online Banking on our Website or your external email address that you provided to us or to your or the joint owner's enrolled email or mobile number, unless a different address has been specified in accordance with procedures we may establish from time to time. Any Account or Online Banking related communication will be deemed to be sent on the first business day following the date on the communication. Any Account or Online Banking related communication posted on our website or otherwise sent to you will be deemed to be delivered to and received by you and any joint owner on the third (3rd) Business Day following the date on the communication. We always reserve the right to communicate with you through the U.S. Postal Service or overnight courier, should we get no response or received a message that your email or mobile phone are no longer in service.
- (xvi) Law & Venue. This Agreement and the performance hereunder between the parties contemplated herein shall be construed and governed in accordance with the laws of the State of Florida, without giving effect to conflicts of laws principles. All actions, suits, or proceedings arising out of this Agreement and or pertaining to the transactions contemplated herein shall be subject to the exclusive jurisdiction of the state or federal courts situated in Miami-Dade County, Florida, USA.
- (xvii) Disclosure of Information. As described below, we will disclose information to third parties about you and your Accounts:
- When we have entered into an agreement to have another party process these services in order for us to provide you with Online Banking services. We will provide this party with information about your linked Accounts, your Online Banking and Bill Payment Service transactions and your electronic mail messages in order to carry out your instructions.

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- Where it is necessary for completing a requested transfer.
  - In order to comply with laws, government agency rules or order, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information.
  - At our discretion, we may disclose to affiliated companies' information about your Accounts and transactions that you have made to or from your Accounts in accordance with our Privacy Policy.
  - If we close your Account because it has been maintained in an unsatisfactory manner or in our sole discretion and consistent with our Deposit Agreement, we determine to terminate your Account or the relationship.
  - If you give us your written permission; or
  - For any legitimate business need.
- (xviii) How to contact us. If you have any questions regarding this Agreement or your Account, please do not hesitate to contact us as follows:
- Calling us at 1-888-682-2881, Monday through Friday 8:30 am to 5:00 pm EST, except for Holidays Observed by the Federal Reserve System;
  - Sending us a message using the [CONTACT US](#) link; or
  - You may write to us at:

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