



ONLINE BANKING E-SIGN CONSENT AND DISCLOSURE

In order to register for and use the Online Banking Services, you understand and agree that you must read and accept this E-SIGN Consent and Disclosure carefully and keep a copy for your records.

1. Description of Service and Consent – If you consent, the federal Electronic Signature in Global and National Commerce Act (“E-SIGN”) allows us to provide certain information to you electronically that you are entitled to receive in writing. By checking the “I Accept” box below, you consent and agree that CenterState Bank (“we”, “us”, “Bank”) may, but is not obligated to, send any and all communications from us, including but not limited to, periodic statements, notices (e.g. renewal, change of terms and other notices), disclosures (e.g. initial, periodic, annual, mortgage disclosures, or other disclosures), and other communications which we are required or otherwise choose to send to you in any capacity in which we may act with respect to any account, including but not limited to deposit and loan accounts, you have (“Accounts”) or service you receive from us (collectively “Communications”). The Communications may include, in addition to other documents and disclosures, disclosures pursuant to: Electronic Funds Transfer Act and Regulation E, Truth in Savings Act and Regulation DD, Funds Availability Act and Regulation CC, Equal Credit Opportunity Act and Regulation B, Real Estate Settlement Procedures Act, Truth in Lending Act and Regulation Z, Internal Revenue Code, and any other applicable federal, state or local law, or regulation or any agreement with you. By checking the “I Accept” box below, you agree to receive all such Communications from us electronically and that any notices sent by e-mail will be deemed delivered and received on the date sent to your e-mail address, whether or not you actually receive the e-mail. We may also use and obtain from you electronic signatures.

If we are required by law to give you the Communication, upon request, we will provide a paper copy at no additional cost, except for traditional paper statements; refer to your account disclosures for your account type for more information. If you would like a paper copy of a Communication, you will be required to contact us via telephone at 855-863-2265 and place your request.

1. Withdrawing Consent to Electronic Delivery – You may provide us notice that you are no longer willing to accept Communications, including your Account Statement, electronically. If you wish to withdraw your consent, you may do so by calling us at 1-855-863-2265.

2. Hardware/Software Requirements – You must have the following hardware and software to receive Communications from us electronically:

- A personal computer or other device, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing, Communications received from us via e-mail;
- Internet Connectivity;
- An e-mail account with Internet service provider and e-mail software in order to participate in our electronic Communications program;
- Internet Web browser that we support;
- Current version of a program that accurately reads and displays PDF files;
- A printer if you want to print and retain the Communication.

We reserve the right to change our hardware and software requirements and the right to discontinue support of certain software if there is the potential for a security breach or if we can no longer support the applicable software. If we make such a change and the change creates a material risk that you will not be able to access or retain

subsequent electronic records, we will provide you with a statement of (i) the revised hardware and software requirements for access to and retention of the electronic records, and (ii) your right to withdraw consent without the imposition of any fees for such withdrawal. If you have questions about receiving Communications, need technical or other assistance concerning these Communications, please contact Customer Care by telephone at 1-855-863-2265. By consenting, you are agreeing to designate an e-mail address for use for all electronic communications from us related to any Communications. When a Communication is made available to you, we will send you a notice to the e-mail address you designate or the mailing address in our records for the applicable Account or service and such Communication will be deemed sent and received at such time.

3. **Consent and Acknowledgement** – This consent applies to any Accounts and services, which you have in the past, now or in the future request to use with CenterState Bank. By clicking “I Accept”, you are acknowledging receipt of each notice and are agreeing to accept Communications electronically as described above for such products and services you now or in the future may have or have had in the past. We may always, in our sole discretion, provide you with any Communication in writing, even if you have chosen to receive it electronically.

4. **Account Statements** – If we deliver your Account Statement to you electronically, we will be using a service to safely and securely deliver your Account Statements on-line. We will store your statements electronically for up to thirty-six (36) months from the date of delivery. You may print or download your statements to retain copies of them. To protect the security of your banking information, you must not disclose or share your password with any third party. In addition, your Account Statements will not be forwarded to you through e-mail. You will be notified by e-mail that they are available for you to access via the Bank’s online banking service. Should you be unable to access your Account Statement in this manner, please contact us by phone at 1-855-863-2265 and the Bank will take measures to provide copies of your statement to you.

5. **Electronic Mail** – Regular e-mail transmissions may not be secure. We, therefore, request that you do not send us or ask for sensitive information (such as personal identification, account or other financial information) via traditional e-mail systems. If you wish to send sensitive information, please contact us by phone at 1-855-863-2265 or by e-mail at customerservice@centerstatebank.com and request we send you a link to our secure e-mail system.

If you send us a message using the secure e-mail system, we will receive it by the following Business Day. You agree that we may take a reasonable period of time to act on any message received.

If you need to contact us on an urgent matter, for example to report an unauthorized transaction from one of your accounts, please call us immediately at 1-855-863-2265. This will ensure that your situation can be addressed as promptly as possible.

In addition, when you create a User ID and Password for online access to your accounts or other online services we may offer from time to time, you agree that we may contact you by use of the secure web-site with regard to any matter, including responding to any claim of unauthorized electronic funds transfer that you make. Any such message sent to you by Bank shall be considered received on the earlier of the date you open the message or within three days of the date sent by the Bank, regardless of whether you sign on to your e-mail within that time frame. In addition, we may, but will not be obligated to notify you via a general or public e-mail when such a message has been sent, except as may be required by law.

You must notify the Bank of any change in your e-mail address. Changes to your e-mail address may be made directly through our Online Banking System using the Personal Settings tab, via a request by you for access to our secure e-mail system by contacting us at customerservice@centerstatebank.com, or by calling us at 1-855-863-2265. If you do not provide notice of change of your e-mail address, you agree that the Bank may send all e-mail notices and other Communications to you at the e-mail address maintained on the Bank’s records for such accounts, products, or other services or as otherwise set forth herein.

By proceeding with your enrollment in Online Banking Service and by clicking the “I Accept” button below, you represent and warrant that (i) you have read and understand this E-SIGN Consent and Disclosure; (ii) you agree to accept the Communications in an electronic format, and (iii) you agree that you have the required hardware and software necessary to access the Communications and to retain a copy of such Communications.

CENTERSTATE BANK ONLINE SERVICES AGREEMENT AND DISCLOSURE

We suggest you carefully read this document and print a copy for your records. Once you have completely reviewed the information contained herein, click "I Accept" to signify your agreement and to begin taking advantage of the many benefits of online services.

1. INTRODUCTION.

This Agreement including, as applicable, the signature card, rate and fee schedule, Truth in Savings disclosures, Funds Availability Policy Disclosure, Electronic Funds Transfer Agreement and Disclosure, the Online Statement Delivery Service, and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Agreement"), governs the use of the CenterState Bank Online Banking Service, CenterState Bank Mobile Banking Service, including the terms and conditions of the Bill Pay Service, and the Online Statement Delivery Service. This Agreement is made and entered into by and between CenterState Bank ("Bank") and each person (i) who signs CenterState Bank's signature card for the Account, (ii) who is referenced on the CenterState Bank's records as an owner of the Account, (iii) whose signature appears on a CenterState Bank credit card, or CenterState Bank credit line application and/or credit card, or (iv) who is referenced on CenterState Bank's records as an owner of the Account ("Customer," also referred to as "you"). Each Customer is jointly and individually liable for all transactions initiated through the Service, including overdrafts, even if the Customer did not participate in the transaction that resulted in the overdraft.

2. GENERAL TERMS APPLICABLE TO ALL USERS.

The terms and conditions of any deposit Account, rules and regulations, schedule, signature card, credit agreement, including any disclosures made pursuant to such agreements, or authority executed by or made available to Customer and any subsequent amendments to any of the foregoing, are incorporated herein by reference. Credit agreements may include credit card agreements you have with Bank. However, if there is any conflict or inconsistency between the terms and conditions stated in the other agreements and those of this Agreement, the terms and conditions of this Agreement shall control to the extent of such conflict or inconsistency. The terms and conditions of this Agreement may be modified or amended by CenterState Bank upon written notice sent to you or by posting to the Web Site and sending you an Alert Notice or similar written notice thereof. Your continued use of the Service after such notification of change shall be understood as your agreement to be bound by all such changes.

The Electronic Funds Transfer Act governs some of the transactions permitted under this Agreement and some terms and conditions included in the Agreement are required by this Act.

3. ELECTRONIC CONSENT TO THE SERVICE.

By accepting the electronic version of this Agreement, you agree that Bank may make agreements with you concerning the Service through electronic means. All agreements entered into by electronic means will be deemed valid, authentic, and shall have the same legal effect as agreements entered into on paper. You will be deemed to have received any electronic messages sent to you if such messages are sent to the latest email address you have provided to Bank.

You further agree that electronic copies of your Online Delivery account statement are valid as "originals" and you will not contest the validity of the electronic copies, absent proof of altered data or tampering. This consent to the use of electronic agreements and communications shall apply to all agreements and communications made in conjunction with this agreement and the Service.

By executing this Agreement, and accepting the terms and conditions of this Agreement, you represent and warrant that you are authorized to do so on behalf of all Owners for the Designated Accounts.

4. ACCOUNT REQUIREMENTS.

To subscribe to the Online Banking Service, you must maintain at least one eligible Account with Bank which may include the following types of Accounts: checking account, savings account, money market account, mortgage, certificate of deposit, Individual Retirement Account, and loan or line of credit ("Accounts"). The Service will allow you

to access more than one Account, to view Account balance and transaction information, transfer funds among designated Accounts, pay bills from designated Accounts (only checking accounts), send electronic mail to Bank and receive electronic mail from Bank.

Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Agreement or separate agreements covering these additional services.

Bank reserves the right to refuse to open an Account or to deny Customer the ability to access the Service, to limit access or transactions or to revoke a Customer's access to Service without advance notice to Customer.

5. SERVICE ACCESS.

The Service is accessed through an electronic device and network connection to electronically connect with banking information and services that allows you to view Account balance and transaction information, transfer funds among designated Accounts, pay bills from designated Accounts, send secure electronic mail to Bank and receive electronic mail from CenterState, affect stop payments, make address changes, request copies of checks and statements, and select the E-statement delivery method.

You may generally access certain Accounts through the mobile browser and receive certain information through text messaging under this Service, using an electronic device and a network connection. You are responsible for obtaining an encrypted browser capable of a sufficiently high level of encryption to meet the systems requirements we establish from time to time. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. We are not responsible for any Internet access services.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Bank may change the terms and conditions of this Agreement from time to time upon written notice sent to you or by posting to the Web Site and sending you an Alert Notice or similar written notice thereof to conform with changes or advancements in our services, or as required by law or regulation. Use of Online Banking after the effective date of such changes will constitute your consent to the changes. **You must log on to Online Banking at least once every 90 days. Failure to do so will result in your Account being removed from the Service, at which point you will have to re-enroll in Online Banking to regain access to the Service.**

6. SECURITY PROCEDURE.

You understand that the CenterState Bank has implemented a security procedure for the purpose of verifying the authenticity of the payment instructions transmitted to Bank by you ("instructions"), and not for the purpose of detecting errors in such instructions. Such security procedure includes (i) a unique file identification number and transmission password ("Access Codes"), and (ii) encryption.

The use of the Access Codes, in addition to other authentication methods described below, is a security procedure established by Bank to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Codes from time to time for security reasons. You should keep your Access Codes in a secure location. Any person having access to your Access Codes will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

You agree to comply with the "Security Procedures" and any other Security Procedures Bank directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal

identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices"), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to this Agreement or your deposit account maintained with Bank, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

7. ONLINE SECURITY GUARANTEE.

CenterState is committed to providing online clients with a secure and dependable environment for accessing account information. In the unlikely event that unauthorized access to your deposit account is established through CenterState Bank Online Services, you are covered for 100% of the funds removed, including loss of interest, insufficient funds and overdraft charges; we require that you contact us within sixty days of receiving your statement that contains the unauthorized activity. In addition to the foregoing, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. Read Your Responsibilities below for more information about preventing unauthorized access to your accounts.

8. KEEPING YOUR ACCOUNT INFORMATION SAFE.

Bank employs advanced encryption technology to protect client information by preventing unauthorized users from accessing data during sign on or usage of CenterState Bank Online Banking.

9. PROTECTING YOUR PRIVACY.

Keeping your financial information secure and confidential is one of Bank's most important responsibilities.

10. YOUR RESPONSIBILITIES.

Your use of CenterState Bank's Online Banking confirms your agreement to and understanding of the terms and conditions contained herein. You are responsible for keeping your online password, account numbers, personal identification data, and other account information confidential. Bank requires you to:

- Review your account statement regularly and report any unauthorized or suspicious activity promptly to Bank within 60 calendar days of the transaction first appearing on your statement.
- You should not leave your computer unattended while using CenterState Bank Online Services. Once your banking is completed, sign off and close your browser before leaving your computer.
- Never share your Online Banking User ID / Password, or other personal account information (including your account number & ATM PIN). Sharing this information constitutes a misuse and therefore, all transactions initiated by those with whom you shared information will be considered as authorized by you, regardless of

whether you intended those transactions to be made.

You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device, and in any event no less frequently than every six months. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.

You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

11. BANK'S FAILURE TO COMPLETE TRANSACTIONS.

To the extent that a Service transaction is an "electronic fund transfer" under Consumer Financial Protection Bureau Regulation E that relates to an Account established primarily for personal, family, or household purposes, if we do not properly complete a transfer to or from your Account on time or in the correct amount according to the terms of this Agreement, we will be liable for your losses or damages. However, we will not be liable (and any payment guarantee provided elsewhere in this Agreement will not be applicable) if any of the following occurs:

- Through no fault of ours, you do not have sufficient collected funds in the Account to complete the transaction;
- The transaction would exceed the credit limit on any overdraft line of credit linked to the Account;
- Your PC, Internet service provider, telephone line, modem, or other equipment is not operating properly;
- The Service is not working properly and you were aware of the malfunction when you initiated the transaction;
- You do not properly follow the instructional materials provided in connection with Online Banking;
- You do not authorize a Payment within a sufficient period of time for your Payment to be received by the payee by the due date;
- You have not provided us with the correct Payee name, address, account information, Payment amount, or other instructions necessary to complete the Payment, or the foregoing instructions stored on your PC's hard drive or the host system have been lost;
- A Payee mishandles or delays the handling of Payments sent by us;
- Your funds are held or frozen, or a court order or other legal process prevents us from making a transaction;
- Your Access Code has been reported lost or stolen;

- We have reason to believe that a transaction has not been properly authorized or authenticated, or is fraudulent, erroneous, or illegal;
- You have exceeded the limitations on frequency of transactions or dollar amount of transactions applicable to the Service or the Account;
- Your telephone service has been disconnected or there are deficiencies in the quality of your telephone line;
- Circumstances beyond our control (such as telecommunication or electrical outages and malfunctions, postal strikes or delays, computer system failures, or natural disasters) prevent the transaction;
- Making a transfer would cause us to violate any law, rule, or regulation to which we are subject; or
- Any failure on our part was not intentional and resulted from a bona fide error notwithstanding procedures to avoid such error, except for actual damages (which do not include indirect, incidental, special, or consequential damages).

There may be other exceptions to liability stated in this Agreement, or in other agreements we have with you, or otherwise provided by applicable law.

12. CONTACT US.

If you notice any unauthorized activity in your account or believe your personal account information has been compromised, please contact Bank immediately at 1-855-863-2265.

13. MOBILE BANKING GUARANTEE.

We are dedicated to providing you with a safe, secure, and dependable CenterState Bank Mobile Banking Service. You can be confident that the transactions performed using CenterState Bank Mobile Banking will be secure and performed correctly, provided you adhere to the terms and conditions governing the service.

In the unlikely event that someone establishes unauthorized access to your account through CenterState Bank Mobile Banking Service, you are 100% covered for any funds removed from those accounts. This reimbursement assurance includes loss of interest, insufficient funds, and overdraft charges; we require that you contact us within sixty days of receiving your statement that contains the unauthorized activity. In addition to the foregoing, if your statement shows a transaction that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed, electronically transmitted, or otherwise made available to you, you may not get back any money you 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.

14. BILL PAY SERVICE.

14.1. **Terms and Conditions of the Bill Pay Service.** Selection of the Bill Pay Service will enable you to make payments (either one-time or recurring payments) online from your designated checking account to third parties as you direct; and use the eBill payment feature to receive bills from participating Billers, view Biller bill summary and bill detail information.

By choosing to use the Bill Pay Service in addition to the Service, you agree to be subject to the terms and conditions outlined in this document. You acknowledge and agree that the Service is provided by an independent third party service provider ("Provider") as selected by the Provider and that both the Provider and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that Bank is an independent contractor providing software and data transmission services and is not your or Bank's agent. Neither the Bank nor the Provider is responsible for the actions or omissions of the other.

14.2. **Bill Pay Service Guarantee.** Due to circumstances beyond the control of the Provider, particularly delays in handling and posting payments by Billers or Bank, some transactions may take longer to be credited to your account. The Provider will bear responsibility for any late payment related charges on an electronically submitted bill payment up to \$50.00 per payment, should a payment post after its Due Date as long as the payment was scheduled

in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

14.3. **Bill Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller (typically five (5) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Deliver By date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Deliver By date that is at least one (1) Business Day before the actual Due Date. Deliver By dates must be prior to any late date or grace period.

14.4. **Payment Authorization and Remittance.** By providing the Bill Pay Service with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Provider to debit your Payment Account and remit funds or send a consumer check on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Provider to credit your Payment Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Bill Pay Service.

The Provider will use its best efforts to make all your payments properly. However, the Provider shall incur no liability and any Bill Pay Service Guarantee shall be void if the Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- .1 If, through no fault of the Provider your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- .2 The payment processing center is not working properly and you know or have been advised by the Provider about the malfunction before you execute the transaction;
- .3 You have not provided the Provider with the correct Payment Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- .4 Circumstances beyond control of the Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Provider has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Provider causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a Biller which does not comply with your Payment Instructions, the Provider shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

14.5. **Payment Methods.** The Provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a consumer draft (funds remitted to the Biller are deducted from your Payment Account when the consumer draft is presented to Bank for payment).

14.6. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (including recurring payments) prior to the payment being sent out. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request may be requested.

14.7. **Stop Payment Requests.** The Provider's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Provider may also not have a reasonable opportunity

to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Care. Although the Provider will make every effort to accommodate your request, the Provider will have no liability for failing to do so. The Provider may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

14.8. **Prohibited Payees.** We will not process payments on your behalf to payees meeting any of the following criteria:

- .1 Designated by the Office of Foreign Asset Control as being a prohibited payee
- .2 Having an address outside of the United States (except for APO)
- .3 Court-ordered payments such as alimony, child support, speeding tickets, etc.
- .4 Tax entities
- .5 Collection agencies. If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

14.9. **eBill Delivery and Presentment.** This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service's electronic eBill options, you also agree to the following:

- 1 **Information provided to the Biller.** The eBill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill.
- 2 **Activation.** Upon activation of the electronic bill feature the eBill Pay Service may notify the Biller of your request to receive electronic billing information. The date of presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic ebill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- 3 **Authorization to Obtain eBill Data.** Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
- 4 **Notification.** The eBill Pay Service will use reasonable efforts to present all of your electronic bills promptly. In addition to notification within the eBill Pay Service, the eBill Pay Service may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the eBill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- 5 **Cancellation of Electronic Bill Notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The eBill Pay Service will notify your electronic Biller(s) as to the change in status of your account but it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Provider will not be responsible for presenting

any electronic bills that are already in process at the time of cancellation.

- 6 **Non-Delivery of electronic bill(s).** You agree to hold the Provider harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- 7 **Accuracy and Dispute of Electronic Bill.** The Provider is not responsible for the accuracy of your electronic bill(s). The Provider is only responsible for presenting the information we receive from the Biller.

Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

14.10. **Exclusions Of Warranties.** THE BILL PAY SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14.11. **Service Fees and Additional Charges.** Any applicable fees will be charged regardless of whether the Bill Pay Service was 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 Provider to deduct the calculated amount from your designated Billing Account, along with any additional charges that may be incurred by you. Other financial fees associated with your standard deposit accounts and other Bank services 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.

14.12. **Failed or Returned Transactions.** In using the Bill Pay Service, you are requesting the Provider to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Provider. In such case, you agree that

- .1 You will reimburse the Provider immediately upon demand the transaction amount that has been returned to the Provider;
- .2 For any amount not reimbursed to the Provider within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- .3 You will reimburse the Provider for any fees incurred by Provider as a result of the return;
- .4 You will reimburse the Provider for any fees it incurs in attempting to collect the amount of the return from you; and,
- .5 The Provider is authorized to report the facts concerning the return to any credit-reporting agency.

14.13. **Alterations and Amendments to the Bill Pay Service.** This Bill Pay Service, applicable fees and service charges may be altered or amended by the Provider from time to time. In such event, the Provider shall provide notice to you. Any use of the Bill Pay Service after the Provider provides you a notice of change will constitute your agreement to such change(s). Further, the Provider may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Provider reserves the right to terminate this Bill Pay Service as to all such prior versions of the applications, services, and/or related material and limit access to only the Provider's more recent revisions and updates.

14.14. **Biller Limitation.** The Provider reserves the right to refuse to pay any Biller to whom you may direct a payment. The Provider will notify you promptly if it decides to refuse to pay a Biller designated by you. This

notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

14.15. **Returned Payments.** In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Provider will use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Provider.

14.16. **Information Authorization.** Your enrollment in the Bill Pay Service may not be fulfilled if the Provider cannot verify your identity or other necessary information. Through your enrollment in the Bill Pay Service, you agree that the Provider reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Provider reserves the right to obtain financial information regarding your account from a Biller (for example, to resolve payment-posting problems or for verification).

14.17. **CREDIT INFORMATION.** You agree to allow Provider, for the purpose of qualifying and maintaining your Accounts and Service, to the extent permitted under applicable law, to obtain information from credit reporting agencies, ChexSystems or similar agencies, as Provider deems necessary.

15. INTERNAL FUNDS TRANSFER.

Internal Funds Transfers allow you to transfer funds, make payments, or draw advances between your CenterState Bank Accounts.

16. DAILY PROCESSING DEADLINES.

Account information displayed through Online Banking is the current information at the time the transaction takes place. Advances and Funds Transfers between Account(s) initiated on your electronic device using Online Banking Service or Mobile Banking Service, and received by Bank or its agent(s) by 10:00 p.m. Eastern Time Monday - Friday will be effective on the current business day. Advances and Funds Transfers processed on your electronic device using Online Banking or Mobile Banking, and received after 10:00 p.m. Eastern Time Monday - Friday or all day Saturday, Sunday, and Banking holidays will be effective the following Business Day.

Payments initiated on your electronic device using Online Banking Service or Mobile Banking Service, and received by Bank or its agent(s) by 12:00 p.m. Eastern Time Monday - Friday will be effective on the current Business Day. Payments processed on your electronic device using Online Banking Service or Mobile Banking Service, and received after 12:00 p.m. Eastern Time Monday - Friday or all day Saturday, Sunday, and Banking holidays will be effective the following Business Day.

17. FUNDS TRANSFER CANCELLATION REQUESTS.

You may cancel or edit any scheduled funds transfer (including recurring funds transfers) by following the directions within the application. There is no charge for canceling a scheduled funds transfer. Once Bank has begun processing a funds transfer it cannot be cancelled or edited.

18. TRANSFER(S) FROM SAVINGS/MONEY MARKET DEPOSIT ACCOUNTS.

Federal regulations require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. You are limited to six (6) preauthorized electronic fund transfers per monthly statement cycle. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar monthly statement cycle. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

19. ONLINE STATEMENT DELIVERY SERVICE.

The CenterState Bank Online Statement Delivery Service (the "Delivery Service") is provided by Bank.

20.1. **Service Requirements.** The Delivery Service provides you with access to an electronic version of up

to thirty six (36) months of account statements per account. This Delivery Service is provided to you free of charge and permits the flexibility of saving and printing account statements at any time. You will be notified through email when your statement is ready for viewing. You must validate your email address upon enrollment. One attempt will be made to notify you that a statement is available to view. If we are not able to contact you at the email address provided, you will automatically be un-enrolled from the Delivery Service and again receive account statements through the U.S. Mail. You may re-enroll for the Delivery Service at any time.

20.2 Online Statement Delivery. As a CenterState Bank Online Banking Service client and in accordance with the Personal Online Banking e-SIGN Consent and Disclosure you accept the terms of the Online Statement Delivery Service. For accounts with multiple owners, only one account owner or representative is needed to establish the Delivery Service.

Bank will no longer deliver traditional paper statements for any of the accounts included in the Delivery Service unless you agree to receive both a paper statement and an eStatement.

You also agree to receive any legal notices or other important information currently delivered with your paper statements ("Statement Inserts") regarding these Accounts only online. We may from time to time offer other legal notices through the Delivery Service. Your request for such delivery will be your acknowledgement that this section governs the delivery of the legal notices.

Examples of Statement Inserts that may be delivered online include, without limitation, Change of Terms notices, privacy statements, and Reg E Error Resolution Notice.

20. ALERTS SERVICE.

Alerts Service enables you to receive email concerning account balance and other thresholds for eligible accounts. You may select the type of Alerts and other preferences which will determine, together with your account data, the frequency of Alerts delivered to you. This program will be ongoing. You are under no obligation to use the Alerts Service. Alert information is not encrypted and will never contain your full account number. The information contained in an Alert is as of a specific time and date. You understand that Alerts may be delayed for a variety of reasons and will not reflect account activity that occurred after the Alert was sent. You or Bank may terminate your Alerts Service at any time without notice.

21. DOWNLOAD SERVICES.

Download Services enables you to download specific information from Online Banking Service into Quicken®, QuickBooks®, and other software applications. It is your responsibility to obtain a valid and separate license agreement with Bank of the software application.

You understand and agree that:

- .1 The information you download is for tracking purposes only and should not be considered an official record. Statements generated by Bank are the sole official record of account transactions, positions, and balances.
- .2 The account information will not reflect Banking or financial activities and transactions that have not yet been completed and will only reflect the account information at the time that you download the information. Bank has a 4 day delay when downloading transactions.
- .3 It is your responsibility to update your downloaded account information to your software application.
- .4 Bank is not liable for any loss, damages or expenses of any kind as a result of your reliance upon the downloaded information in your software application.

22. TRANSMISSION AND STORAGE.

You agree and understand that:

- .1 You assume all risk for the possibility that any account information you download and store in your

software application may be accessed by unauthorized third parties;

- .2 If you send the information in a manner that is not secure, or if you take the account information out of Bank's secure computers by downloading it, Bank is no longer responsible for the security and confidentiality of that information, and the responsibility becomes solely yours (or may be shared with others, such as your software application provider); and
- .3 Bank is not responsible for the security and confidentiality of the account information if you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded; or (ii) allow other persons access to your software application.

You agree that any account information that you download is processed at your own risk and you are solely responsible for any damage that might occur to the computer (or other electronic device) to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage in an electronic device.

23. MOBILE REMOTE DEPOSIT SERVICE.

If you have selected the Mobile Deposit Service and you have been approved by the Bank to use the Mobile Remote Deposit Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Bank's Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. By agreeing to or signing the applicable account documentation or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that email and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current email address and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

24.1. Mobile Deposit Service Description. The Mobile Deposit Service allows you to use the Mobile Banking Apps to make deposits to your accounts from home or other remote locations; by taking photos of the front and back of original checks and transmitting the digital images ("images") and associated deposit information to us or our processor with your Mobile Device. In order to use the Mobile Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service and be approved by the Bank.

24.2. Limits. We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by the Bank (such as at a branch or ATM or by mail). If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

24.3. Provisional Credit and Funds Availability. Upon acceptance of the Mobile Deposit, Bank shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your account, the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified electronically.

24.4. Checks Deposited and Security Interest. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks")

shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that (a) are payable to any person or entity other than you, (b) are drawn, or otherwise issued, by you on any account of you maintained at another financial institution, (c) are prohibited by Bank's then current Procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.

24.5 Requirements. Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Checks deposited using mobile check deposit must be endorsed with one (or a combination) of the following: your signature, your account number, For Deposit Only or For Mobile Deposit Only.

You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.

24.6 Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Bank on or before 5:00 p.m. EST or other cut-off time established by Bank from time to time (the "Cut-Off Time") on a business day that the Bank is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the business day following the business day on which the Mobile Deposit is actually received by Bank. Cut-Off time information is available in the Mobile Banking App. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. If your submission is rejected, you will receive email of such rejection from the Bank. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall

not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.

24.7. **Original Checks.** After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of Seven (7) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based Item being unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.

24.8. **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

24.9. **Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either maintains the original Check or has destroyed it in accordance with the Original Check provisions in this agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.

- 24.10. **Your Warranties.** You make the following warranties and representations with respect to each image:
- .1 Checks Deposited. You shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
 - .2 Image Quality. Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
 - .3 Accuracy of Information. All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
 - .4 No Duplicates. You will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
 - .5 No Loss. No subsequent transferees of the Item(s), including but not limited to Bank, a collecting or

returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

- .6 Information. All information provided by you to Bank is true, complete and accurate;
- .7 Authority and Legality. (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- .8 No Litigation. There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- .9 Transactions. All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- .10 Rule Compliance. You submit Images in compliance with this Agreement, the Procedures, applicable law and the Rules.
- .11 Indemnity. You agree to indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

24.11. **Indemnification and Liability; Third Party Claims.** You hereby indemnify Bank and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Bank or (iii) failure to maintain compliance with the Rules, (b) (i) Bank's provision of the Services, or (ii) Bank's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Bank to be you, (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Agreement and/or (d) your breach or violation of any Rules; provided, however, you are not obligated to indemnify Bank for any damages solely and proximately caused by Bank's gross negligence or willful misconduct.

24. ADDITIONAL LIMITATIONS OF LIABILITY.

You agree that Bank will not be liable to you for:

- .1 Your inability to use the download service;
- .2 The accuracy, timeliness, loss, or corruption of account information;
- .3 Unauthorized access to your account information and any misuse, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- .4 Your inability to access your account information (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers ("ISPs"), acts of God, strikes, or other labor problems).

25. PRIVACY AND SECURITY.

26.1. **Privacy and User Information.** Your Account information is confidential. You acknowledge that in connection with your use of the Service, including emails from the Alerts Service, the Bank and its affiliates and service providers may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you

or from other sources in connection with the Service, including the Alerts Service (collectively "User Information"). The Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Service, including the Alerts Service, to verify the existence or status of your Account to a third party, such as a credit bureau or merchant, to activate additional services, or to provide to a consumer reporting agency for purposes of anonymous research only. Information may also be disclosed as otherwise permitted or required by law, including compliance with court orders or lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Bank and its affiliates and service providers also reserve the right to monitor use of the Services, including the Alerts Service, for purposes of verifying compliance with the law, these terms and conditions, and any applicable software license, but we disclaim any obligation to monitor, filter, or edit any content. You agree that, in using the Service, including the Alerts Service, information and transfers will be recorded and/or data captured, and you consent to such recording.

26.2 Address or Banking Changes. It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting Customer Care. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Provider is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

26.3 Email Address. You agree to provide us with a current email address to receive email notifications and disclosures from Bank. You must immediately notify Bank of any changes or updates to your email address or if it becomes inoperative or inactive. You agree to immediately identify another email address to be used for the Service. You also agree that Bank is under no obligation to re-transmit any notifications to you that were returned "undeliverable" or otherwise rejected for delivery. Email will be the only notice you will receive advising you that electronic records have been posted to your account.

26.4 Account Information. Your Account information is confidential. Bank may, however, disclose information to a third party about your Account if the transfers only if you have given us permission to do so, or when it is necessary to complete transactions; verify the existence or status of your Account to a third party such as a credit bureau or merchant; to comply with a court order or the request of a government agency where it is necessary for activating additional services; or to a consumer reporting agency for research purposes only. By using the Service you agree the information and transfers will be recorded and/or data captured. By using the Service you consent to such recording.

26. OTHER GENERAL INFORMATION.

27.1 Electronic Mail. Electronic Mail (Secure Messages) to Bank may be delayed; therefore, if you need Bank to receive information concerning your Account immediately, you must contact Bank in person or by telephone (i.e. stop payments, to report a lost or stolen card or to report unauthorized use of your Account). Bank shall have a reasonable period of time after receipt to act on requests or information you send by electronic mail. You may access Account information through the Service 24 hours a day, seven days a week, except for interruptions due to maintenance or matters beyond Bank's control.

27.2 Inactivity. If you do not sign on or have outstanding scheduled bill payments or transfers through Online Banking Service for 90 days or more, we may cancel your Service without further notice.

27.3 Errors And Questions. In case of errors or questions about your transactions, you should as soon as possible notify Bank via one of the following:

- .1 Telephone us at 1-855-863-2265 during regular Customer Care hours;

If you think your statement is incorrect or you need more information about a Service transaction listed on the statement, you must notify Bank no later than sixty (60) days after the FIRST statement was sent to you on which the problem or error appears. You must:

- .1 Provide your name and CenterState Bank account number;
- .2 Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- .3 Note the dollar amount of the suspected error.

If you choose to initiate verbal contact, Bank may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. Bank will reveal the investigation results within ten (10) Business Days after your written contact, and will correct any error promptly. However, if Bank requires more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. In this event, your Payment Account will be provisionally credited within ten (10) Business Days for the contested amount. If Bank requests a written submission of your complaint or question and does not receive it within ten (10) Business Days, your Payment Account may not be provisionally credited. If it is determined there was no error Bank will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. The Bank may revoke any provisional credit provided to you if it is discovered that an error did not occur.

27.4 Dispute Resolution and Limitations of Liabilities. In the event of a dispute regarding the Service, you and Bank 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 Bank which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Bank relating to the subject matter of this Agreement. If there is a conflict between what an employee of Bank or Customer Care Department says and the terms of this Agreement, the terms of this Agreement will prevail.

27.5 Severability. If any provision of the Agreement is found to be invalid or unenforceable under applicable law, said provision shall be ineffective to the extent of such invalidity only, without affecting the remaining provisions of this Agreement.

27.6 Mediation. Should any dispute arise between you and Bank relating to the Account and if following the good faith negotiation of the dispute, it cannot be resolved it shall first be submitted to mediation. Mediation shall be conducted at the nearest office of the mediation organization mutually agreed upon by you and Provider.

27.7 Jury Trial Waiver. YOU AND BANK EACH HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF THIS AGREEMENT OR RELATING TO THE ACCOUNT AS PERMITTED UNDER APPLICABLE LAW.

27. GENERAL PROVISIONS.

28.1. Waiver/No Waiver. We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not constitute a waiver of the term or provision in the future.

Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Bank. No delay or omission on the part of Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

28.2. Assignment. You may not assign this Agreement to any other party. Bank may assign this Agreement to any future, directly or indirectly, affiliated company. Bank may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

28.3. Captions. 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.

28.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions and will be subject to the provisions of all applicable operating circulars of the Federal Reserve, CenterState Bank and any other applicable provisions of

Federal law. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement embodies the entire understanding and agreement between you and Bank with respect to the Service, and supersedes any prior understandings and agreements relating thereto.

28.5. **Acceptable Use Of The Service.** You agree to ensure that the Service, including email messages from the Alerts Service, will not be used in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Service, including the Alerts Service, to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers; (iii) material or data, that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of any service provider involved in the provision of the Service, including the Alerts Service; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose any service provider involved in providing the Service, including the Alerts Service, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of any party. You agree that you shall not attempt to (i) access the Service, including the Alerts Service, unless authorized; (ii) use or attempt to use a third party's account; (iii) interfere in any manner with the provision of or otherwise abuse the Service, including the Alerts Service, the security thereof, or other customers using the Service, including the Alerts Service.

28.6. **THIS AGREEMENT AMENDS AND IS IN ADDITION TO ALL OTHER AGREEMENTS.**

These Terms of Use constitute an agreement by you to use the Service as described herein and may be modified or amended by us upon written notice sent to you or by posting to the Web Site and sending you a Notice or similar written notice. Your continued use of the Service after such notification of change shall be understood as your agreement to be bound by all such changes. This Agreement is in addition to and part of the terms and conditions of the other agreement(s) governing your use of the CenterState Bank Web Site, Online Services, and your accounts and relationship with Bank, and constitutes an amendment of those agreements specifically where sections relate to delivery of Electronic Records for Designated Accounts.

THE FOREGOING SHALL CONSTITUTE BANK'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY. IN NO EVENT SHALL BANK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR BANK.

Member FDIC