

USE OF PERSONAL FINANCIAL SOFTWARE

Personal Financial Management (hereafter referred to as PFM) software includes: Quicken®, QuickBooks®, and other software we may identify from time to time on our website. You are responsible for obtaining a valid and separate license agreement with the provider of the PFM software. Your license agreement with the provider of the PFM software may restrict the duration of your online access; we will not be liable for any such limitations or restrictions.

The download option for eligible accounts allows you to download certain information into your PFM software via Direct Connect. The following is a brief description of the various features of and requirements for using the download option. From time to time, we may add to, modify, or delete any feature of the download options at our discretion.

You understand and agree that:

- information you can download may not include all of your account activity;
- statements generated by us are the official record of account transactions, positions, and balances, and that the information you download is for tracking purposes only and should not be considered an official record;
- the account information will not necessarily reflect banking activities that have not yet been completed or settled and will only reflect the account information in eligible accounts at the exact point in time that you downloaded the information;
- account information in eligible accounts may reflect transactions as of a prior time period and may not be current as of the point in time that you download such information;
- the account information that you download to your PFM software will not be automatically updated by us, and that you will have to update the information by downloading more current information from your accounts;
- we are not liable for any loss, damages, or expenses of any kind as a result of your reliance upon the account information in your PFM software, which may not be the most updated information and may not include pending transactions which have not settled.

You agree and understand that:

- you assume all risk that any account information you download and store in your PFM software may be accessed by unauthorized third parties;
- if you send the information in a manner that is not secure, or if you take the information out of our secure systems by downloading it, we are no longer responsible for the security and confidentiality of that information, and the responsibility is now yours;
- we are not responsible for the security and confidentiality of the account information if you:
 - a. use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons access to the information being downloaded, or
 - b. allow other persons access to your PFM software;

- information you download is done at your own risk and you are solely responsible for any damage that may 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 a computer or other electronic device.

SERVICES FEES

Service fees may apply to the Direct Connect service and are disclosed in our Fee Disclosures (\$14.95/month for business account access or \$6.95/month for personal account access). Other fees may be assessed and billed separately by your Internet, telephone, and/or mobile device service provider.

We will designate a billing account from which fees for Direct Connect will be paid. When you begin using Direct Connect, you are authorizing us to charge your billing account for the fees. If you close your billing account, you must notify us and designate a new account as your billing accounts. If you do not designate a new deposit account, we reserve the right to designate one on your behalf, or to suspend and/or terminate your Direct Connect service.

TRANSFER OF FUNDS

You may transfer funds from eligible account using PFM software. Keep in mind, the number of transfers from an eligible savings or money market account is limited as explained in the applicable Account Disclosure statement.

There is a cut-off time on each business day for funds transfers; transfers made after the cut-off time or on a Saturday, Sunday, or Federal holiday will be made the next business day.

BILL PAYMENTS

If you are enrolled in and use the Bill Pay service through your PFM software, you may pay any merchant or individual in the US through your PFM software.

You are required to designate an eligible account from which the bill payments may be made; you may designate more than one funding account.

There is a cut-off time on each business day for bill payments. Payments made after the cut-off time or on Saturdays, Sundays, or Federal holidays will be made the next business day.

All payments made using the Bill Pay service should be made at least 5 days in advance of the due date to allow the payee/merchant to credit your account in time to avoid any late charge, finance charge, or other penalty for late receipt of payment.

DISCLAIMERS

1. You agree that the account information you download through the download option is provided to you "as is" and "as available".
2. You agree that we make no warranties and have no liability as to:
 - a. The accuracy, completeness, availability, or timeliness of the account information, text, graphics, or other items in the account information that you can download through the download option;
 - b. The errors or omissions in the delivery or transmission of the account information from us to you;
 - c. The download option's fitness for a particular purpose and non-infringement of any third party rights.
3. Although payments to the following types of Payees may be scheduled through the services, such payments are discouraged and are scheduled entirely at your own risk; in no event will we be liable for any claims or damages that may result if you schedule payments to the following payees:
 - Payees outside of the US (including Canada);
 - Payees to US Territories;
 - Tax payments;
 - Government agencies;
 - Court-ordered payments (such as child support or alimony)

We have no obligation to research or resolve any claim that may result from these types of payments, nor are we responsible for any late payment-related charges when these types of payments are scheduled and/or processed through the service. All research and resolution for any misapplied, misposted, or misdirected payments will be your sole responsibility.

4. We have no duty to monitor the online transfers or payments that you make. You assume the entire risk of using the service properly to ensure that funds are transferred and bills are paid properly and timely. We will not be responsible for any charges imposed or any other action taken by a payee/merchant resulting from a bill payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is made fails to transmit the payment or the payment instruction properly to the intended payee/merchant, or if the merchant/payee or its bank fails to transmit a payment instruction or record a bill payment properly.
5. In using the service, you understand that payees and/or the US Postal Service may return payments for various reasons, such as, but not limited to, payee's forwarding address expired; payee's account number is not valid; payee is not available to locate account; or payee's account is paid in full. We will use reasonable efforts to research and correct the returned payment and return it to your payee, or void the payment and credit your account.

ADDITIONAL LIMITATIONS OF LIABILITY

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

- your inability to use the download, transfer, and/or bill pay option;
- the accuracy, timeliness, loss or corruption, or misdelivery, of any eligible account information, transfer, bill payment, or any other information;
- unauthorized access to your eligible accounts or to your account information and any misappropriation, or alteration, of your account information or data, to the extent the unauthorized access results from your acts or omissions;
- your inability to access your eligible account (including but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or Internet service providers, natural disasters, strikes, or other labor problems);
- any other matter relating to the download, transfer, or bill pay options.

If you fail to discover and report any problems or unauthorized transactions within a 45-day period, you lose any and all rights you may have to assert against us.

BINDING ARBITRATION

At our request or your request, a dispute concerning your deposit account will be decided by binding arbitration under the commercial arbitration rules of the American Arbitration Association. Arbitration involves the review and resolution of the dispute by a neutral party. It will be used in place of a trial before a judge and jury in a formal court of law. The arbitration will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. **YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.** You are free to terminate your relationship with us if you don't agree with this change. If you continue to use your deposit account, arbitration will apply to all disputes, whether they arose in the past or arise in the future.

MISCELLANEOUS PROVISIONS

Banking Days are Monday through Friday, except holidays. There is an online banking day "cut-off" time. This time varies but is not before 7:00 pm EST. Transactions performed before the "cut-off" time is on today's date. Transactions performed after the "cut-off" or on a weekend or holiday is the next banking day. Note: Most Bill Payments are processed on a calendar day basis and are not subject to any specific cut off time. It is your responsibility to review the sent on date and ensure your account has funds to cover said payments on that date. If the funds are not available you may incur overdraft fees as outlined in our account agreement and fee schedule.

These Terms and Conditions govern the provision of the Service.

These Terms and Conditions shall be governed by the laws of the State of Florida as well as your Deposit Account Agreement.

By using the System, you agree to these Terms and Conditions. If for any reason you do not wish to be bound by these Terms and Conditions, please contact us to cancel the service and return any related materials to us immediately, without using the System.

TERMINATIONS OF SERVICE

Your services will remain in effect until they are terminated by you or Seacoast National Bank. You may terminate your service at any time by notifying us of your intent to cancel in writing or by calling Customer Service at 800.706.9991. Termination of your services does not terminate your Seacoast National Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service. Seacoast National Bank will cancel any scheduled payments within two (2) Bank Business Days from the date we receive your request to discontinue the service. If you close your checking account, or if it's no longer linked to your service any unprocessed payments may be canceled.

We may terminate the service or your participation in the service without advanced notice.

ADDRESSES FOR NOTICES

For Account Information:

Seacoast National Bank

P.O. Box 9012

Stuart, Florida 34995

Telephone: 800-706-9991

Fax: 772-221-3029

E-mail Address: customerservice@seacoastnational.com

For Technical or Software Support:

1-800-435-2794

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