



Mobile Banking Agreement and Disclosure

I. Introduction

Sabal Palm Bank endeavors to provide you with the highest quality Mobile Banking App (the "Service") available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the "Agreement").

We may offer additional Mobile Banking App services and features in the future. Any such added Mobile Banking App services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking App service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking App services we offer without notice, except as may be required by Law.

II. Definitions

As used in this Agreement and Mobile Banking App services, the following words have the meanings given below:

"Account(s)" means your eligible Sabal Palm Bank checking, savings, loan or certificate of deposit information and other Sabal Palm Bank products or information that can be accessed through Mobile Banking App.

"Device" means a supportable mobile device including a cellular phone or other device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. **Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.**

"Mobile Banking App" means the banking services accessible from the Device you have registered with us for Mobile Banking App.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking App service.

"We," "Us," and "Bank" means Sabal Palm Bank.

III. Mobile Banking App Service

A. Description of Service. Mobile Banking App is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking App allows you to access your Sabal Palm Bank account information, transfer funds and conduct other banking transactions. To utilize the Mobile Banking App Service you must download the App and activate your Device. Information about Sabal Palm Bank's Mobile Banking App service is available on our website at sabalpalmbank.com.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking App. We may also reserve the right to modify the scope of the Service at any time.

Mobile Banking App may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Sabal Palm Bank cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

B. Use of Service. In order to properly use Mobile Banking App, you should review and follow the instructions in this agreement and disclosure. You agree to accept responsibility for learning how to use Mobile Banking App in accordance with the Online Instructions and agree that you will contact us directly if you have any problems with Mobile Banking App. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking App as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses for use of the Service or Device.

C. Other Agreements. You agree that, when you use Mobile Banking App, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking App (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking App), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking App.

D. Termination. Sabal Palm Bank reserves the right to terminate Mobile Banking App, in whole or in part at any time with or without cause and without prior written notice as allowed by Law. In the event you provide a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers previously authorized, but not made. We also reserve the right to suspend the Service either temporarily or permanently in situations deemed appropriate in our sole and absolute discretion including if a security breach has been attempted or has occurred. We may consider repeated incorrect attempts to enter your username or password as an indication of an attempted security breach. Termination of the Service does not affect your obligations under this Agreement in respect to occurrences before termination.

IV. Permitted Mobile Banking App Transfers

You may use the Service to transfer funds between your eligible accounts at Sabal Palm Bank ("Internal Transfer"). You may not transfer to or from an Account at another financial institution using Mobile Banking App.

If you submit your transfer request prior to the deadline established by us for Mobile Banking App transfer service, you will initiate an immediate Internal Transfer via Mobile Banking App. Transfer transaction requests received after 6:00 p.m. EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion.

Federal regulations require financial institutions to limit the way withdrawals may be made from a savings or money market account. Each transfer from a savings or money market account using Mobile Banking App is counted as one of the six limited transactions permitted each monthly statement cycle period, as described in the Deposit Account Agreement and Disclosures. You may be subject to fees or account conversion if you exceed the transactions limits of your Account using Mobile Banking App or any other methods outlined in your Deposit Account Agreement and Disclosures.

We may also limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

V. Your Responsibilities

You represent and agree to the following by enrolling for Mobile Banking App or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking App. You represent and agree that all information you provide to us in connection with Mobile Banking App is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking App. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking App.

B. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking App. You agree not to leave your Device unattended while logged into Mobile Banking App and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. You are responsible for any transactions initiated by any person whether permitted or not. Sabal Palm Bank will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking App is available for use in locations outside of the United States. Accessing Mobile Banking App from locations outside of the United States is at your own risk.

C. User Conduct. You agree not to use Mobile Banking App or the content or information delivered through Mobile Banking App in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking App to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking App; (i) interfere with or disrupt the use of Mobile Banking App by any other user; or (j) use Mobile Banking App in such a manner as to gain unauthorized entry or access to the computer systems of others.

D. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking App or resell, lease, rent or distribute access to Mobile Banking App.

E. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless Sabal Palm Bank's affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the Service; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Mobile Banking App.

F. Endorsements

To help ensure that an electronically deposited check is not processed multiple times, either as an electronic item and/or a physical check, Sabal Palm Bank requires that you write the words "for mobile deposit only" on the endorsement line of the check to indicate that it will only be deposited electronically. Sabal Palm Bank may refuse to accept items which are not endorsed in this manner. Marking a check in this way will also allow you to identify that the item has been photographed and deposited if it becomes intermingled with other undeposited checks

Endorsements must be made on the back of the check within 1.5 inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

You agree to endorse any item transmitted through the Service as follows:

Signature/Endorsement of Payee

For Mobile Deposit Only

G. Check Safekeeping, Retention and Destruction

- Check storage and the destruction of items processed through Mobile Deposit is **your** responsibility because the paper checks are never physically deposited with the bank.
- Sabal Palm Bank requires that Mobile Deposit customers use reasonable methods to securely store all source documents and all related banking information until destruction. We require that deposited check items be securely stored. To help ensure that checks are not electronically processed more than once or physically deposited at the bank after being electronically deposited, procedures should be established to ensure that only you or another account owner has access to these checks during the retention period.

Sabal Palm Bank recommends retention of the checks for at least seven business days after the deposit is made in case a check is returned and you need to collect on the check by re-depositing the original item. All items must thereafter be destroyed as soon as reasonably possible. Sabal Palm Bank requires destruction of all checks 14 days after the deposit. Cross-cut shredding is strongly recommended for check destruction