

INTERCREDIT BANK CASH MANAGEMENT ENROLLMENT FORM

CASH MANAGEMENT COMPANY/ CONSUMER CUSTOMER INFORMATION:							
Company/Customer Name:							
Address:						TIN/SSN:	
City:		State:		Zip:			
Phone:		Primary Contact for Account(s):					
Email Address:							

CHARGES (Bank Use Only)							
Charge to account:		Monthly Charge:		Payroll Items:		Tax Item Charge:	
Wire Items:		ACH Items:					

USER INFORMATION: ACCESSIBLE ACCOUNTS							
Rights available							

Account Type: CH = Checking MMA = Money Market SAV = Savings Loan RLOC = Revolving Line of Credit IL = Installment

Account Name	Account Number	Acct Type	Payroll	EFT Tax Payments	Wire Transfers	ACH	View Only
(If View Only is selected, no other access may be set.)							
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BANK INFORMATION (To Be Completed By Bank)			
<input type="checkbox"/> New	Date:	<input type="checkbox"/> Existing, since	Officer: Branch:

SIGNATURES: By signing below, I hereby authorize **THE BANK** to issue a temporary password for my account which must be changed upon first entry into the system. Customer understands that Cash Management can only be accessed by the FIRST computer used to log in. Customer can change which computer has Cash Management access by contacting the bank representative in charge of customer's Cash Management accounts.

Signature	Date	Signature	Date
Signature	Date	Signature	Date

Internet Banking System

Online Access

Agreement and Electronic

Funds Transfer Act

Disclosure

ONLINE ACCESS AGREEMENT AND ELECTRONIC

FUND TRANSFER ACT DISCLOSURE

Agreement - This Agreement, which includes the Fee Schedule and Enrollment form, is a contract which establishes the rules which cover your electronic access to your accounts at INTERCREDIT BANK, N.A. ("BANK") through the online system ("SYSTEM"). By using Intercredit Bank's-Online System, you accept all the terms and conditions of this Agreement. Please read it carefully. The terms and conditions of the deposit agreements and disclosures for each of your BANK accounts as well as your other agreements with BANK such as loans, continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement is also subject to applicable federal laws and the laws of the State of Florida (except to the extent this Agreement can and does vary such rules or laws). If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs, successors and assigns and BANK's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. Except as set forth above, this Agreement, together with the Enrollment Form and Fee Schedule, constitutes the entire agreement between you and BANK with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

Definitions - As used in this Agreement, the words "we" "our", "us" and "BANK" mean Intercredit Bank, N.A. "You" and "your" refer to the account holder authorized by BANK to use SYSTEM under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through SYSTEM. "Account" or "accounts" means your accounts of BANK. "Electronic funds transfers" means ATM withdrawals, pre-authorized transactions, point of sale transactions, transfers to and from your BANK accounts using SYSTEM including bill payments, but does not include wire transfers, which are governed by the BANK's standard Funds Transfer Agreement. "SYSTEM Services" means the services provided pursuant to this Agreement, including the bill payment service, transfers among Accounts, change address, issuing stop payments and re-ordering checks. "Additional Services" means the cash management services provided to the BANK's commercial and consumer clients through the SYSTEM, on a case-by-case basis, including, ACH services (payroll, EFT tax payments, and collections), wire transfer services and currency orders. "Business days" means Monday through Friday. Holidays are not included.

Access - To use SYSTEM, you must have of least one checking account at BANK, access to Internet service, and an e-mail address. Once we have received your signed Agreement and Enrollment Form, and verified your account information, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your assigned log-in ID and temporary password. SYSTEM can be used to access only the BANK accounts which you have designated for access by SYSTEM in your Enrollment Form. You can add or delete any of your BANK accounts from this Agreement by completing a new Enrollment Form. Access to your accounts through SYSTEM will be based upon the identification of users and authority levels specified by you in your Enrollment Form. We undertake no obligation to monitor transactions through SYSTEM to

determine that they are made on behalf of the account holder and we will not be liable for any losses suffered by you as a result of misuse by unauthorized users of the SYSTEM.

SYSTEM Services - You can use SYSTEM to check the balance of your BANK accounts, view BANK account histories, transfer funds between your BANK accounts, order checks, make stop payment requests, view checks, change your address, and pay bills from your BANK accounts in the amounts and on the dates you request if you have requested the Bill Payment Service on your Enrollment Form. Balance and activity information are available as of 2:00 p.m. (Eastern Standard Time) of the previous business day.

Additional Services – Commercial customers or Consumer customers may gain access, with prior BANK approval, to Additional Services via the SYSTEM. Any Additional Services utilizing ACH entries will be governed by the BANK's ACH Originator Agreement. Wire transfers will be governed by the BANK's Funds Transfer Agreement.

Hours of Access - You can use SYSTEM seven days a week twenty-four hours a day, although some or all SYSTEM services may not be available occasionally due to emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the SYSTEM web site.

Your Password - For security purposes, you are required to change your password upon your initial login to SYSTEM. You determine what password you will use and the identity of your password is not communicated to us. You agree that we are authorized to act on instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to SYSTEM will be revoked. To re-establish your authorization to use SYSTEM, you must contact us to have your password reset or to obtain a new temporary password. We recommend that you create a password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

Security - You understand the importance of your role in preventing misuse of your accounts through SYSTEM and you agree to promptly examine your paper statement for each of your BANK accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via SYSTEM is encrypted in an effort to provide transmission security and SYSTEM utilizes identification technology to verify that the sender and receiver of SYSTEM transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the SYSTEM is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing BANK SYSTEM, or e-mail transmitted to and from us, will not be monitored or read by others.

Fees and Charges - You agree to pay the fees and charges for your use of SYSTEM Services and the Additional Services, as may be applicable.

**Please refer to Schedule of Fees disclosure for fee information*

These fees and charges are subject to change from time to time as provided for in this Agreement. You agree that all such fees and charges will be deducted from the BANK checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of SYSTEM.

Posting of Transfers - Transfers initiated through SYSTEM before 2:00 p.m. (Eastern Standard Time) on a business day are posted to your account the same day. Transfers completed after 2:00 p.m. (Eastern Standard Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. SYSTEM identifies transfers based upon the login ID of the user who made the electronic transfer. Accordingly, you understand and acknowledge that the View Postings screens in both the Transfer and Bill Payer menu options of SYSTEM will not reflect transfers made by multiple users from the same account if different login IDs are used. You agree to communicate with any other persons with authorized access to your accounts concerning any transfers or bill payments from your accounts in order to avoid overdrafts.

Overdrafts (Order of Payments, Transfers, and other Withdrawals) - If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then: a. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority; b. Electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account may, at our discretion, be cancelled; c. In the event the electronic fund transfers initiated through SYSTEM which would result in an overdraft of your account are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement for that account.

Limits on Amounts and Frequency of SYSTEM Transactions - The number of transfers from BANK accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

SYSTEM Bill Payment Service - You must designate the BANK account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment; and the date you want the payment to be debited from your account. If the date you want the payment to be debited from your account is not a business day, your account will be debited the next business day before 2:00 p.m. (Eastern Standard Time). By using the SYSTEM Bill Payment Service option, you agree that, based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft" or by debiting and remitting funds on your behalf. You also agree that your first SYSTEM bill payment will be charged to your Primary Checking Account. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

Scheduling SYSTEM Payments - If the payee is to be paid by paper check (as indicated on the Bill Payer list), you understand and agree that paper checks are mailed to the payee and the payee may not receive the payment until 5 to 8 business days after the date the payment is debited from your account. If the payee is to be paid electronically (as indicated on the Bill Payer list), you understand and agree that the payee may not receive the payment until 72 hours after the date the payment is debited from your account. You understand and agree that we are not responsible for the timely delivery of mail or the improper transmission or handling of payments by a third party such as the failure of the bill payment payee to properly post a payment to your account.

How to Cancel a Bill Payment - To cancel a bill payment that you have scheduled through SYSTEM, you must cancel the payment online via SYSTEM (by following the onscreen instructions) before 2:00 p.m. (Eastern Standard Time) on the date the payment is scheduled to be debited from your account.

Stop-Payment Requests - Stopping the payment of a check is different from the cancellation of a bill payment. Once the bill payment has been debited from your account, you CANNOT cancel or stop a bill payment which has been paid electronically. You may be able to stop a SYSTEM bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen. You may initiate stop-payment requests online via SYSTEM only for paper checks you have written (non-electronically) on your BANK accounts (not SYSTEM bill payer paper drafts.) Online stop-payment requests are processed at 9:00 a.m. on the business day following the date the stop-payment has been requested online. To be effective, this type of stop-payment request must precisely identify the name of the payee, the check number, the amount, and the date of the check. If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of a paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Stop-payment charges for SYSTEM bill payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.

Disclosure of Account Information and Transfers - You understand and acknowledge that the disclosure of information about your accounts or the transfers you make is governed by BANK's Bank Customer Privacy Policy, as same may be revised from time to time by BANK. This Policy has been provided to you by BANK and appears on the SYSTEM for your review.

Periodic Statements - You will not receive a separate SYSTEM statement. Transfers to and from your accounts using SYSTEM will appear on the respective periodic paper statements for your BANK accounts.

Change in Terms - We may change any term of this Agreement at any time. If the change would result in increased fees for any SYSTEM service or Additional Service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least 21 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will post any required notice of the change in terms on the BANK SYSTEM web site or forward it to you by e-mail or by postal mail. If advance notice of the change is

not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. YOUR CONTINUED USE OF ANY OF THE SUBJECT SYSTEM SERVICES OR ADDITIONAL SERVICES INDICATES YOUR ACCEPTANCE OF THE CHANGE IN TERMS. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

In Case of Errors or Questions about Your Electronic Transfers, including Bill Payments, Call or Write us at the telephone number or address listed in the "locations" page of this web, as soon as you can, if you think your paper statement or receipt is wrong or if you need more information about a transfer listed on your paper statement or receipt. We must hear from you no later than 60 days after we sent the FIRST paper statement on which the problem or error appeared. When you contact us: (1) Tell us your name and account number. (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. (3) Tell us the dollar amount of the suspected error. (4) If the suspected error relates to a bill payment made via the SYSTEM Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears on the Bill Payment View Posting Screen.) If you tell us orally or by e-mail, we may require that you send us your complaint or question in the form of a paper writing by postal mail or fax within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly (20 days for account, determined as an account in which the alleged error occurred within 30 days after the first deposit). If we need more time, however, we may take up to 45 days to investigate your complaint or question (90 days may apply if the alleged error resulted from a point of sale transaction, was a foreign initiated transaction, or occurred to a new account as determined above). If we decide to do this, we will credit your account within 10 business days (20 days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigations. If we ask you to put your complaint or question in paper writing and we do not receive it within 10 business days, we may not credit your account. We will send you a written explanation within three business days after we finish our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we have made a provisional credit, a corresponding debit will be made from your account.

Our liability for Failure to Make a Transfer - If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you for your losses or damages caused as a result. However, there are some exceptions. We will NOT be liable for any indirect, incidental, special or consequential damages in connection with our failure to make a transfer, including loss of profits, revenue, data, whether in an action in contract or tort or based on a warranty theory. We will also NOT be liable, for instance: (1) If, through no fault of ours, you do not have enough money in your account to make a transfer. (2) If a legal order directs us to prohibit withdrawals from the account. (3) If your account is closed, or if it has been frozen. (4) If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts. (5) If you, or anyone authorized by you, commits any fraud or violates any law or regulation. (6) If any electronic terminal, telecommunication device, or any part of the SYSTEM electronic fund transfer system is not working properly and you knew about the problem when you started the transfer. (7) If you have not provided us with complete and correct

payment information for the Bill Payment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment. (8) If you have not properly followed the on-screen instructions for using SYSTEM. (9) If circumstances beyond our control (such as fire, flood, interruption in telephone service or other communication lines) prevent the transfer, despite reasonable precautions that we have taken. (10) If your losses are not as a result of our gross negligence or willful misconduct.

Your Liability for Unauthorized Transfers - CONTACT US AT ONCE if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. You could lose all the money in your accounts (plus your maximum overdraft line of credit, if any). If you contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission. If you do NOT contact us within 2 business days after you learn of the loss, theft, compromise, or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500. Also, if your paper statement shows transfers that you did not make, contact us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any money you lost through transactions made after the 60 day time period if we can prove that we could have stopped someone from taking the money if you had told us in time.

Disclaimer of Warranty and Limitation of Liability - We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the SYSTEM Services or Additional Services provided to you under this Agreement. We do not and cannot warrant that SYSTEM will operate without errors, or that any or all SYSTEM Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to SYSTEM, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of BANK and its affiliates exceed the amounts paid by you for the services provided to you through SYSTEM.

Copyright – The SYSTEM its contents are protected by copyright pursuant to U.S. and international copyright laws and are property of BANK. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as otherwise expressly provided herein), create new works from, distribute, perform, display, or in any way exploit, any of the content of the SYSTEM, including its web site (including software) in whole or in part. Trademarks, service marks, logos, graphics, sounds or images on the SYSTEM and BANK's web site may not be reproduced or distributed unless expressly permitted by BANK. You may not use this service or any information available from the SYSTEM in any manner that would be illegal, immoral or violate any Federal, State or local law or ordinance.

Products and Services Availability- SYSTEM can be accessed from countries around the world and may contain references to BANK services, programs, and products that have not been announced or authorized in your jurisdiction. These references do not imply that BANK intends to announce or

make available such services, programs, or products in your country. Not all products or services that may be described are available in all countries, and nothing on the SYSTEM or its web site constitutes an offer or solicitation of these products or services.

Third-Party Web Sites – SYSTEM and BANK's web site may provide links to third-party web sites, which are not under the control of BANK. BANK makes no representations about third-party Web sites. When you access a non-BANK web site, you do so at your own risk. BANK is not responsible for the reliability of any data, opinions, advice, or statements made on third-party web sites. BANK provides these links merely as a convenience. The inclusion of such links does not imply that BANK endorses, recommends, or accepts any responsibility for the content of such Web sites.

Third-Party Products and Services - BANK's web site may mention third-party products and services for informational purposes. BANK makes no recommendations or endorsements about third-party products and services. REFERENCES TO THIRD-PARTY SERVICES AND PRODUCTS ARE PROVIDED BY BANK "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

Your Right to Terminate - You may cancel your SYSTEM service at any time by providing us with written notice by postal mail or fax. Your access to SYSTEM will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

Our Right to Terminate - You agree that we can terminate or limit your access to SYSTEM Services for any of the following reasons: 1. Without prior notice, if you have insufficient funds in any one of your BANK accounts. SYSTEM service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits. 2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account. 3. Upon reasonable notice, for any other or no reason in our sole discretion.

Communications between BANK and You - Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

E-mail – You can contact us by e-mail at Customersupport@Intercreditbank.com

(Please note that banking transactions through SYSTEM are not made via e-mail.)

Telephone -You can contact us by telephone at (305-264-9193)

Facsimile - You can contact us by fax at (305-264-8147)

Postal Mail - You can write to us at:

**Intercredit Bank, N.A.
1200 Brickell Avenue
4th Floor
Miami, FL 33131**

In Person – You may visit us in person at any one of our locations:

Main Office	1200 Brickell Avenue, 4 th Floor, Miami, Florida 33131 or
West Miami Branch	6400 S.W. 8 th Street, Miami, Florida 33144 or
Bird Road Branch	8890 S.W. 40 th Street, Miami, Florida 33165
Doral Branch	3730 NW 79 th Avenue, Miami, Florida 33166
South Miami Branch	Santona Corner, 1430 S. Dixie Hwy., Suite 101, Miami, Florida 33146

Consent to Electronic Delivery of Notices - You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BANK SYSTEM web site or by e-mail. You agree to notify us immediately of any change in your e-mail address.

**Company/
Customer
Name:**

By:

Date _____

Name:

Title:

**Intercredit
Bank**

By:

Date _____

Name:

Title:
