

# eZBusiness Card Management – New User Enrollment Form

Company Information: \_\_\_\_\_, \_\_\_\_\_  
Company Name / Tax ID Company Name / Tax ID  
\_\_\_\_\_, \_\_\_\_\_  
Company Name / Tax ID Company Name / Tax ID

Company Phone #: \_\_\_\_\_

*This service is provided at no cost by TCM Bank, N.A*  
[www.ezbusinesscardmanagement.com](http://www.ezbusinesscardmanagement.com)

## **Online Access Levels:**

**Commercial Card Plus** (Company can authorize up to 5 Plus users) Authorizes the user to make changes to any account & create and access to admin management.

**Commercial Card Basic:** (Company can have unlimited Basic users) Authorizes the user to make changes to any account online. Does not allow access to admin management.

Company Administrator Information: *Credit Limit assignment determines the amount the user can give to cardholders.*

Name: _____	E-Mail Address: _____
Direct Phone #: _____	Credit Limit Permission: (\$0-\$50,000) _____
Access Level:    Plus    Basic	
Name: _____	E-Mail Address: _____
Direct Phone #: _____	Credit Limit Permission: (\$0-\$50,000) _____
Access Level:    Plus    Basic	
Name: _____	E-Mail Address: _____
Direct Phone #: _____	Credit Limit Permission: (\$0-\$50,000) _____
Access Level:    Plus    Basic	

Authorized By: x \_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized Business Officer/Principal Guarantor*  
Printed Name: \_\_\_\_\_

Completed forms can be Faxed or E-Mailed to: **813-435-2414** or [business.maintenance@tcmbank.com](mailto:business.maintenance@tcmbank.com)



If you have any questions please feel free to contact our Business Concierge team directly at 1-888-582-3375, Option 4 or email [business.maintenance@tcmbank.com](mailto:business.maintenance@tcmbank.com).

## **eZBusiness Card Management Service Agreement**

**Agreement for Use of eZBusiness Card Management Services between TCM Bank, N.A., a national banking association ("TCM Bank") and \_\_\_\_\_, a \_\_\_\_\_ ("You").**

### **I. Introduction**

#### **A. eZ Business Card Management Description**

eZBusiness Card Management is a suite of electronic banking services available to business entities, such as government entities, corporations, partnerships, limited liability companies and sole proprietorships (collectively, "Companies"), which enable Companies to conduct financial transactions on Business Accounts, electronically access Account and transaction information, transfer funds, originate transactions, perform Administrator functions, and pay bills (each, a "Service" and collectively, the "Services"). You must maintain at least one eligible Business Account to use the Services.

#### **B. Access to the Service**

You may use an Electronic Device to access the Service via Our internet application or via Personal Financial Management Software, which You must purchase from the software manufacturer or a retailer of Your choice. Your use of the Personal Financial Management Software is governed by the Software License Agreements included with each Personal Financial Management Software. Please refer to the Personal Financial Management Software definition below to view the Personal Financial Management software We support. You are responsible for the selection, installation, maintenance, operation and security of Your Electronic Device and any software, including Personal Financial Management Software.

### **II. Definitions**

The following definitions apply in this Agreement.

Account(s) refers to Your business credit card account You have with TCM Bank.

Account Agreement(s) means any account agreement, such as the cardholder agreement, or other applicable agreement relating to any other relationship You have with TCM Bank.

Administrator means an individual designated by You who has the same access rights to use the Services as You, and who is designated by You in accordance with Section V.A.

Affiliate means, with respect to any person, another person that directly or indirectly owns or controls such person, is owned or controlled by such person, or is under common ownership or control with such person; and the term also includes each of such persons' senior executive officers, directors, executives, managers, members or partners.

Applicable Law means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental authority, which is applicable to and binding upon such person, including without limitation, the laws, regulations and orders administered by the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network (FinCEN). The term also includes the National Automated Clearing House Association (NACHA) Rules.

Authentication Token means: (i) a code, "soft token" or other "virtual" version of a security device or measure; or (ii) a "hard token" or other hardware key or physical security device; and either or both of the foregoing may be used to authenticate and authorize a user or the device used to access a Service and to conduct transactions, and may or may not be used in connection with a Password.

Business Account means an Account established by a Company for a business, and not a consumer, purpose.

Business Day(s) means Monday through Friday, except Federal Reserve holidays.

Electronic Device means a compatible and supported personal computer, tablet, mobile phone, wireless device or other electronic computing or access device that meets the requirements for use of the Services. Certain Electronic Devices may not be compatible for use in connection with all Services described in this Agreement.

Password means any of the confidential, unique User IDs, personal identification numbers ("PINs"), codes, marks, signs, public keys, letters, numbers, combinations of letters and numbers or other information composed of a string of characters and used as a means of accessing a Service, authenticating the use of a Service or conducting any transaction through the Service. A Password may or may not be used in conjunction with an Authentication Token.

Personal Financial Management Software means the following software through which You may access the Service: QuickBooks® or Quicken®.

Service Charge Account means the Account You have designated to be charged for all applicable fees and charges associated with the Services, or if not designated through the enrollment process, Your primary Account.

Software License Agreement(s) means the software license agreements with the applicable provider governing Your use of the Personal Financial Management Software.

User means an individual other than an Administrator who has been authorized to access the Service and who is added by You or Your Administrators in accordance with Section V.B.

We, Us or Our refer to TCM Bank and any agent, independent contractor, designee or assignee that TCM Bank may, in its sole discretion, involve in the provision of the Service.

### **III. Security**

You must use a combination of security measures when using the Service(s), such as User IDs, Passwords, authentication questions, Authentication Tokens, codes, transaction authentication codes, dual authorization procedures, and other security procedures or measures that We may from time to time advise or require You to use to access the Service or conduct specific transactions (collectively the "Security Keys"). There may also be Security Keys applicable only to certain Services. You agree that these Security Keys are commercially reasonable security procedures under applicable law for the transactions and activity You intend to effect through the Services. The failure to use such measures, or the loss, theft, disclosure or unauthorized or fraudulent use of any Security Keys could cause You to incur monetary or other losses or damages. Unless otherwise expressly provided in this Agreement, You assume all risks of such potential losses or damages, whether any such loss, theft, disclosure or

unauthorized or fraudulent use was accidental or inadvertent, was caused by Your negligence, was caused by someone You have authorized to access the Service or was due to other causes. While a listing of security measures is informative, it does not carry or imply a guarantee.

#### **A. User ID and Password Requirements**

You will be provided with Your personal User ID consisting of 8 - 15 alpha-numeric characters and a Password consisting of 8 - 20 alpha-numeric characters and at least 1 special character, which You will use to obtain access to Your Account(s). Upon Your first use of the Services, You must change Your User ID and Password, and thereafter should change Your User ID and Password frequently. The User ID must not contain any special characters (e.g. asterisk\* or colon :) or spaces and the first character must be a letter. The Password must contain at least one letter, one number, and one special character and must not have a character consecutively repeated more than twice (e.g. AAA or 333 are not allowed).

#### **B. Authentication Questions/Authentication Tokens or Codes**

In addition to Your User ID and Password, You will be presented with authentication questions and prompted for responses when You initially access the Service. You will be asked to create these questions and responses annually and will be presented with a question and prompted for a response at random when You access the Service and/or make certain transactions using the Service. If You access the Service from a computer other than the one initially used, You will be required to correctly respond to these questions. These questions and Your correct responses help Us to provide stronger protection of Your account information and Your transactions. In addition, We may use, or We may require You to use, one or more types of Authentication Tokens or codes to verify Your identity and the device You use to access the Service, or to verify a specific transaction. We reserve the right to prevent access to the Service and/or refuse to process any payment or transfer for security reasons, or if We suspect fraud.

#### **C. Confidentiality and Security of Security Keys**

You agree to keep all Security Keys confidential and establish and maintain commercially reasonable procedures to protect the confidentiality and security of all Security Keys and information relating to their use. Such procedures may include some or all of the following requirements: (i) maintain Security Keys and related information in a secure location with access limited to only those Users and Administrators authorized to use the Services (collectively, "Authorized Persons"); (ii) provide initial and ongoing instructions concerning confidentiality and security to such Authorized Persons; (iii) ensure that Security Keys are used only in a secure environment and only by such Authorized Persons; (iv) do not disclose information concerning Security Keys to anyone who is not an Authorized Person; (v) periodically change Your Security Keys as We may require or as may otherwise be prudent; (vi) deactivate, cancel or change Security Keys whenever You terminate or restrict the right of a person to use any of them (e.g. when You terminate an employee or limit authority previously given relating to a Service).

#### **D. Limitation of Liability Related to Security Keys and Unauthorized Transactions**

Except as otherwise provided in this Agreement, absent Our actual knowledge of an attempted unauthorized use, We: (i) will allow any person using Your Security Keys to access and use the Service; and (ii) may receive information from, provide information to, and rely upon, act on and follow any instructions from any person using Your Security Keys, and such instructions will be deemed effective as

Your instructions. Our records regarding the Security Keys used to access any Service will be deemed conclusive and binding upon You, absent manifest error. If an unauthorized person obtains access to any Service through the use of Your Security Keys, We will not be liable to You or any other person for permitting such access or for receiving information from, providing information to or relying upon, acting on or following instructions from such person (including, without limitation, instructions resulting in the loss of funds). If We believe that Your Security Keys may have been breached or that an attempt to access any Service or conduct any transaction may be unauthorized, We may deactivate, cancel or change Security Keys as We deem necessary, and We may block access to Services and refuse to effect any transaction(s), all without prior notice to You. You agree to reasonably cooperate with Us in the investigation and, if appropriate, prosecution of any person who has disclosed, obtained or used any of Your Security Keys without Your consent. Such cooperation shall include, but shall not be limited to, providing Us or Our agents access to Your systems, computer hardware and software, storage media and Electronic Devices, and any other equipment or device that was used or may have been used in breach of security procedures or unauthorized use.

#### **E. Computer Security and Requirements**

You acknowledge that We are unable to determine whether Your Electronic Device has been infected with malicious software or compromised by unauthorized individuals. You are solely responsible for obtaining and maintaining in good working order (including keeping current virus protections, installing all upgrades and patches, and activating available firewalls) at Your expense, all of Your Electronic Devices, and all software, operating systems, web browsers, and telecommunications, data transmission and/or internet services that may be required or used to access the Service, and for regularly scanning Your Electronic Devices for spyware or other malware. We are not responsible for any losses, errors, failures or malfunctions arising in connection with any unauthorized intrusion into Your Electronic Devices, or for any computer virus, spyware or other malware that may affect Your Electronic Devices. Your Electronic Devices must meet such technical standards and specifications as We may require from time to time.

#### **IV. Other Services**

##### **A. Electronic Messaging**

The Service provides You with the ability to send and receive electronic messages to and from Us. Please remember that We will not immediately receive an electronic message sent by You. No action will be made on any electronic message You send to Us until We actually receive Your message and have a reasonable opportunity to act on it. In addition, email is not a secure method of communication over the internet, and We recommend that You do not send confidential or privileged information to Us by email.

Electronic messaging CANNOT be used to notify Us of lost or forgotten Security Keys or unauthorized transactions. Notification of these occurrences must be done immediately as specified in Section VIII. From time to time, We may send important notices to You concerning Your use of the Service by electronic messaging. The electronic messaging service may not be used to send or receive email messages to or from the general public.

Subject to the requirements of applicable law, You agree and consent to enter into agreements and to accept Service terms, conditions and information electronically and otherwise to transact Service business with Us electronically, as We direct or require. To the extent that any Service provides for the use and delivery of electronic records, You consent to the receipt of electronic records of Service information, documentation and data in lieu of a hard or paper copy or version thereof.

You agree that it is your responsibility to protect yourself and be vigilant against email fraud and other internet frauds and schemes. You acknowledge that we will never contact you by email in order to ask for or to verify account numbers, Security Keys, or any sensitive or confidential information. In the event that you receive an email or other electronic communication that you believe is fraudulent, you agree not to respond to the email, provide any information to the email sending, click on any links in the email, or otherwise comply with any instructions in the email. You should forward any suspected fraudulent or suspicious email to [suspicious.emails@icba.tcmbank.com](mailto:suspicious.emails@icba.tcmbank.com).

## **V. Multiple User Access Service**

### **A. Creating Administrators**

If You would like to use Our Multiple User Access Service, You may designate more than one Administrators. If You designate an Administrator, Your Administrator will have the same rights to access and conduct transactions on Your Accounts as You do in the service. In addition, an Administrator can change or delete other Users and conduct transactions on Your Business Accounts that You have linked. Therefore, You should carefully select and oversee Your Administrators and limit the number of Administrators You designate even though the Administrator's authority is established in and only resides in the Service.

Your Administrator can perform the following tasks on Your behalf: (i) add and delete additional Users; (ii) assign and re-set passwords; (iii) assign and modify limits to transaction levels (both daily and transactional) for all Administrators and Users; (iv) assign ability to view Accounts; (iv) assign ability to conduct transactions; (v) make Users inactive or active; (vii) modify/add/delete Alerts and other Services; (viii) view and conduct transactions on all Accounts, including personal, business, and multiple entities. You represent and warrant that all Administrators and Users have been authorized by all necessary action to act on behalf of You. You must immediately inform Us of a change in the persons authorized to act on behalf of You. Such notice must be given separately from any other notices given to Us, by calling Our Support line at (888) 640-1092. You may also write Us at:

TCM Bank, N.A.  
2701 N. Rocky Point Drive, Suite 700  
Tampa, FL 33607

Except as otherwise provided in this Agreement, We will have no liability to You for payments and transfers made using the Security Keys You or Your Administrator assign.

### **B. Creating and Terminating Users**

You and Your Administrator(s) may add up to twenty-five (25) total Users to Your Business Account and provide each with unique Security Keys. For each User, You may designate the activity level for each

linked Account. You must immediately take action to restrict access to any terminated individuals or those whom You no longer wish to have access.

## **VI. Your Representations and Warranties**

You agree that each use of a Service by You will constitute a continuing representation and warranty by You to Us that You: (i) are duly authorized to enter into this Agreement as a valid, binding and enforceable legal obligation, and have obtained all internal and, if applicable, external (such as third-party or governmental) approvals and authorizations necessary to permit the execution and delivery of this Agreement and any other required documentation, and to permit Your performance of Your obligations under this Agreement and the transactions contemplated under each Service We provide to You; (ii) are in compliance with, and will remain in compliance with all applicable U.S. Treasury Department Office of Foreign Assets Control regulations or any applicable Executive Order; (iii) are and will remain in compliance in all material respects with all other Applicable Law applicable to You, and will not violate any Applicable Law in Your performance of Your obligations under this Agreement or in conducting any transactions in connection with the Services.

## **VII. Indemnification**

You agree to indemnify Us and hold Us harmless, as well as Our Affiliates and each of Our and their shareholders, directors, officers, employees, agents and independent contractors (collectively, the "Indemnified Parties"), against any liability, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees) and expenses (collectively, "Losses") We or any of the other Indemnified Parties may incur which arise as a direct or indirect result of: (i) Your material default under or breach of this Agreement; (ii) Your errors, negligent acts or omissions, willful misconduct or criminal conduct in connection with this Agreement or any of the Services; (iii) Your improper or illegal use or intentional misuse of any of the Services, including the use of any Service by You in violation of any Applicable Law; (iv) any material breach by You of any of the representations or warranties You make to Us at any time relating to the Services; and (v) the use of Your Security Keys by Authorized Persons; and (vi) the unauthorized use of Your Security Keys. The foregoing indemnification responsibilities will extend to Losses arising from the acts or omissions of any of Your employees, Authorized Persons, agents, independent contractors or any other persons acting at Your direction or on Your behalf.

## **VIII. Contact in Event of Loss, Unauthorized Access or Use**

If You believe Your Security Keys (including Your User ID and Password) have been lost, stolen or forgotten, or that someone to whom You have granted authority to use Your Security Keys has exceeded their authority, or that someone has transferred or may transfer money from Your Account(s) without Your permission, you must immediately notify Us by calling (888) 640-1092.

## **IX. Liability Provisions Applicable to Business Accounts**

Except as provided below, You agree that You will use the Services at Your sole risk, including the risk of erroneous or fraudulent transactions. Please refer to the applicable Account Agreement for other important disclosures regarding Your rights and responsibilities.

We will be responsible for performing the Services that We agree to provide to You as described in this Agreement, using substantially the same degree of skill and care that We generally apply in performing

Services for Our other clients. Our liability will be limited to: (i) restoration, as soon as reasonably practicable, of any interrupted Service; (ii) re-performance of the affected Service at Our expense, e.g., correcting, reversing or otherwise making accurate any errors in performance; or (iii) failing (i) and (ii) above, compensation to You for any actual monetary damages You incur as a result of Our material breach of this Agreement, or Our gross negligence, willful misconduct or criminal conduct in performing or failing to perform the affected Service. Except as otherwise expressly provided in this Agreement, Our liability will not exceed the lesser of: (i) the actual amount of such damages or (ii) the aggregate amount of fees You paid to Us for the affected Service during the twelve (12) month period immediately preceding the date on which such damages occurred or such lesser number of months that You have received the Service.

## **X. Disclaimer of Warranty; Exclusion of Damages**

### **A. Disclaimer of Warranty**

UNLESS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT OR UNDER APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND WE MAKE NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON REGARDING ANY SERVICES OR ANY SOFTWARE OR EQUIPMENT USED IN CONNECTION THEREWITH, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

### **B. Exclusion of Damages**

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR BY LAW, WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGE WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE SERVICE OR THE USE THEREOF OR ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE PERSONAL FINANCIAL MANAGEMENT SOFTWARE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM AN INTERRUPTION IN THE AVAILABILITY OF THE SERVICE, ERRORS, FAILURES OR MALFUNCTIONS OF YOUR COMPUTER AND SOFTWARE, OR ANY COMPUTER VIRUS, SPYWARE OR OTHER MALWARE THAT MAY YOUR AFFECT YOUR ELECTRONIC DEVICE. YOU ARE SOLELY RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF ANY COMPUTER OR SOFTWARE USED TO ACCESS THE SERVICE.

## **XI. Termination, Suspension, Discontinuance and Restrictions**

You may terminate this Agreement or Your participation in any one or more of the Services upon at least thirty (30) calendar days prior written notice to Us. In Our sole discretion, We may permit You to terminate a particular Service upon less than thirty (30) days' notice. For some Services, You may be charged fees if You terminate before the end of a statement cycle.

We may terminate this Agreement or Your right to use any given Service at any time and for any reason in Our sole discretion. We will normally try to give You at least thirty (30) days' advance notice of any such termination, but We will have no liability to You or any other person if We do not do so. Without limiting the generality of the foregoing, We may terminate this Agreement immediately and without

prior notice: (i) upon Your default or material breach of any obligation to Us under this Agreement, including without limitation Your representations and warranties to Us, or Your default under or material breach of any other present or future obligation You may owe to Us; (ii) if We believe You are or may be using, or have or may have used, any Service in a fraudulent, dishonest, unethical, immoral or illegal manner; (iii) if We become aware of a material adverse change in Your financial condition that in Our opinion might impair Your ability to fulfill Your payment or other obligations to Us, or if You are liquidated or become the subject of proceedings under any bankruptcy, insolvency or receivership law; or (iv) if for any other reason We reasonably believe that continuation of this Agreement will or may expose Us to undue risk of loss.

We may also temporarily suspend or permanently discontinue any Service, and We may place any restrictions We deem necessary or desirable on Your use of a Service. We will normally try to give You prior notice of any suspension, discontinuance or restrictions, but if We do not do so before the effective date thereof, it will not affect the suspension, discontinuance or restrictions, and it will not impose any liability on Us to You or any other person.

Any valid transactions initiated prior to the effective date of the suspension or discontinuance of a Service or the termination of this Agreement or the right to use a given Service will not be affected by such suspension, discontinuance or termination. Such transactions will continue to be subject to the terms and conditions of this Agreement. Your indemnification and payment obligations, including Your obligation to pay Fees related to the Services, will survive the suspension or discontinuance of a Service or the termination of this Agreement or the right to use a given Service, as will any other provisions in this Agreement which either by their terms or the inherent nature thereof should be interpreted as being intended to survive suspension, discontinuance or termination.

[Upon termination of this Agreement or Your use of any Service, or earlier upon demand by Us for any reason in Our discretion, You must promptly return to Us, or at Our option destroy and certify such destruction to Us, all software, material and other documentation, data and materials related to the Agreement or Service which We notify You to return or destroy.

## **XII. Fees**

You agree to pay the fees specified in the current TCM Bank Fee Schedule provided with your Account Agreement as amended from time to time, which is incorporated herein by reference. Fees may be changed but only on advance notice to You or as otherwise amended in accordance with the Account Agreement. In addition, other service charges may apply, as specified in your applicable Account Agreements, as amended from time to time. There may also be a charge for upgrades to the Personal Financial Management Software paid to the third party provider of such Personal Financial Management Software. You authorize Us to deduct all applicable fees for the Service from Your Service Charge Account. If We are unable to deduct all applicable fees from Your Service Charge Account for any reason (e.g. the Service Charge Account has been closed or there are insufficient funds in the Service Charge Account), You authorize Us to deduct all applicable fees for the Service from any of Your other Accounts.

### **XIII. General**

#### **A. Entire Agreement**

This Agreement, together with the Account Agreement(s) and any other agreement or disclosure related to Your Accounts constitutes the complete and exclusive agreement related to the Service. In the event of a conflict between this Agreement and any other agreement or disclosure related to Your Accounts or any statement by Our employees or agents, this Agreement shall control as to the subject matter addressed herein.

#### **B. Waivers**

No delay or omission by Us in exercising any rights or remedies hereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by Us.

#### **C. Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of Our rights and responsibilities under this Agreement to any third parties.

#### **D. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of Florida, without regard to that state's conflict of law provisions. Subject to the arbitration requirement in Section XIII.L. below, any legal suit, action, or proceeding arising out of or related to this Agreement or the Services shall be instituted exclusively in the federal courts of the United States, Middle District of Florida, or the courts of the State of Florida in Pinellas County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

#### **E. Compliance with Applicable Laws**

Any user of this Service shall comply with all Applicable Laws. We reserve the right to refuse to process any transaction We reasonably believe violates Applicable Law, or We believe is made in connection with any unlawful transaction or activity, including without limitation, gaming, gambling, lottery or similar activities. We will notify You if We do not process a transaction.

#### **F. Amendments**

We may amend this Agreement and the Fee Schedule from time to time by posting a notice or by any other reasonable notification method, including electronic means. You may obtain the most recent version of this Agreement by calling (888) 640-1092 to request a copy. Continued use of the Service following notice of amendment constitutes acceptance of any amendments to this Agreement and Fee Schedule.

#### **G. Severability**

If any provision of this Agreement is determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

## **I. Changes in Service/Service Unavailability.**

We may add, modify or discontinue any Service at any time, including placing or changing restrictions/limits on the types or amounts of transfers or payments, or changing the terms and conditions governing the Service. We will provide notice to You of any change or termination of the Service. We may also temporarily suspend Your use of the Service at any time for security reasons or any other reason in Our discretion. We have no responsibility or liability for Service unavailability, interruptions or delays due to any cause.

## **J. Confidentiality**

Subject to Applicable Law, We will disclose information to third parties about You and Your Accounts or the transfers You make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of Your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; (iv) if You give Us permission; (v) as stated in the TCM Bank Privacy Notice; and (vi) as otherwise required or permitted by law or government regulation.

## **K. Access to other Products and Services**

We may provide You access to other financial products and/or services offered by Us, Our Affiliates, or third parties with whom We have contracted through the use of hyperlinks within the Service. You agree that when You use these other services, You will be subject to any terms and conditions applicable to the particular product or service. In the event of a conflict between this Agreement and any terms and conditions applicable to other services, this Agreement shall control as to the subject matter addressed herein.

## **L. Arbitration Agreement**

Any dispute arising from or relating to Your Account or any transaction conducted via the Service, or any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). The award rendered by the arbitrator shall be final and non-appealable and binding on You and Us and may be entered and enforced in any court having jurisdiction, and any court where a party or its assets is located (to whose jurisdiction the parties consent for the purposes of enforcing the award). There shall be one arbitrator agreed to by You and Us within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules. The seat or place of arbitration shall be Pinellas County, Florida. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. You and We also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. You and We agree to arbitrate solely on an individual basis, and that this agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. In the

event the prohibition on class arbitration is deemed invalid or unenforceable, then the remaining portions of the arbitration agreement in this Section will remain in force.

**M. Waiver of Jury Trial**

EACH OF YOU AND WE IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

TCM BANK, N.A.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_