

TURNBERRY BANK
ONLINE BANKING TERMS AND CONDITIONS AGREEMENT

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Conditions governing your use of Turnberry Bank’s Online Banking Service.

B. Definitions

Turnberry Bank is also referred herein as “we,” “us,” or “our.” The customer is referred herein as “you,” “your,” “customer,” or “user.” The term “business day” refers to Monday through Friday, excluding Saturday, Sunday and federal banking holidays.

C. Other Accounts, Agreements and Services

These terms and conditions are in addition to those that apply to any account(s) you may have with us or any other services you obtain from us, including, without limitation, your signature card, the account and deposit disclosures, agreements, fee schedules, terms and conditions of any agreement, the accompanying schedules, disclosures, and any change of term(s) notices, including, without limitation, the disclosures required by the Electronic Fund Transfers Act, 15 U.S.C. § 1693 *et seq.*). If you have more than one account with us, you may “link” your accounts if they have the same ownership and/or taxpayer identification number.

D. Agreement By Use

By accessing any of your accounts through the Turnberry Bank Online Banking Service, you confirm and acknowledge your receipt and agreement to this Agreement. This applies if any of your accounts with us is a joint account.

E. Joint Accounts

As a holder of a joint account, you are jointly and severally liable under this Agreement. Each of you acting alone may perform transfers, obtain information, terminate this Agreement, and otherwise transact business, performed under this Agreement. We are not required to obtain the consent of, or notify the other parties on the account. You will only be permitted to access accounts for which you are an owner. Each of the joint owners individually release us from any liability and agree not to make a claim or bring any action against us for honoring or allowing any actions or transactions where the person performing the action or transaction is a joint owner, or is otherwise authorized to use and access your account. Each of the joint owners agrees to indemnify us and hold us harmless from any such claims or actions.

I. INTRODUCTION

A. General Information

This Agreement is entered into between Turnberry Bank and any customer of Turnberry Bank who subscribes to or uses Turnberry Bank’s Online Bank Service. This Agreement sets forth the Terms and

II. ACCESSING YOUR ACCOUNTS

A. Activation Requirements

In order to activate the Online Banking Service, you must have at least one checking, savings, certificate of deposit, or loan account with Turnberry Bank and you must sign the Turnberry Bank Online Banking

Application and deliver it to your local Turnberry Bank branch office.

B. First Time Access

Upon receipt of the Application, we will provide you with a temporary access identification (“ID”) and password. First time users will be prompted to change the temporary access ID and password to a more personalized access ID and password. Below are the criteria for both. It is recommended that all users choose an access ID and password that is unique to only that user.

C. Selecting an Access ID and Password

The Access ID you select may be any combination of alpha/numeric characters, but may not be less than six (6) and no more than sixteen (16) characters. You should select an access ID that is unique to you.

The password you select must be at least six (6) characters, but no more than ten (10) characters, and must contain at least four (4) numeric characters and two (2) alpha characters.

- Minimum Password Length = 6
- Maximum Password Length = 10
- Minimum Number of Numeric Characters = 4
- Minimum Number of Alpha Characters = 2

Password Examples: TURN1234, angel1977, Bk120295, TB1985, 00berry00.

Features:

- Passwords are case sensitive
- Passwords can be changed at any time by the account holder
- If an account is inactive for 90 days, the password will expire and the account must be reactivated
- Passwords cannot be repeated or reused

D. Access ID and Password Security

Turnberry Bank is entitled to act on instructions received through Online Banking under your password and without inquiring into the identity of the person using that password. You should not under any circumstances disclose your password to anyone claiming to represent Turnberry Bank. Bank employees do not need and should not ask for your password. You should also take precautions to ensure that your access ID and password are secure and remain confidential. Any person with knowledge of your access ID and password will be able to access the Online Banking Service and perform all transactions, including reviewing account information and making transfers to other accounts that have mutual ownership. You agree to hold

Turnberry Bank harmless for all transactions made or authorized using your access ID and password. If you disclose your access ID and password to another person, you do so at your own risk.

E. Reporting a Lost Access ID or Password

If you have lost or have forgotten your access ID or password, you must call your local branch office and they will reset your ID or password.

F. Reporting a Stolen ID or Password

If you suspect that an unauthorized person has knowledge or access to your password or believe your password has been stolen or that someone may attempt to use the Internet Banking Service without your consent or has transferred funds without your permission, you must immediately notify your local branch office during normal business hours. Use of a telephone to notify us of a problem is the most effective means of preventing any possible losses. Please see Section V of this Agreement for additional information relating to liability for unauthorized transactions and error resolutions.

III. Features of the Online Banking Service

A. Authorized Accounts

The following are the types of accounts that can be viewed using Turnberry Bank Online Banking:

- Checking Accounts
- Savings Accounts
- Money Market Accounts
- Certificate of Deposit Accounts
- Loan Accounts
- ATM and Visa Check Cards
- Safe Deposit Box Accounts

B. Capabilities

You may use the Online Banking Service to:

- View account balances and transaction history
- Transfer funds between your checking, savings, money market, and loan accounts into other Turnberry Bank checking, savings, money market, and loan accounts.
- Through the Bill Pay Service, pay bills to any merchant, institution, or individual with a U.S. mailing address.

C. Account Information and Funds Transfers

Account balances and activity represents the current period. Funds transferred between related accounts initiated before 4:30 p.m. EST on a business day (excluding bank holidays) using the Express Transfer feature of Turnberry Bank Online Banking will be effective on the current business day. Transfers initiated after 4:30 p.m. EST on a business day, or on a non-business day or bank holiday will be effective the following business day.

You may access any eligible Turnberry Bank account on which you are an owner or signer and receive current and prior month transaction history or current and previous business day transaction history and balances. If an item is in process to be returned due to non-sufficient funds or stop payment, the item may not be reflected in the current inquiry.

IV. Electronic Funds Transfer Act

Some of the terms set forth herein are governed by the Electronic Funds Transfer Act ("EFT" Act) which is only applicable to consumers. Commercial account holders are not entitled to the rights provided under the EFT Act.

A. Electronic Funds Transfers

Turnberry Bank Online Banking enables you to transfer funds to or from your linked accounts. The Electronic Funds Transfer Act provides you with certain rights and responsibilities with respect to certain of these transfers called "Electronic Funds Transfers." Please note that Electronic Funds Transfers under the Electronic Funds Transfer Act do not include securities transactions, such as transfers made concerning the purchase or sale of securities.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer;
- If the transfer would go over the credit limit on your overdraft line;
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; and/or
- There may be other exceptions stated in our agreement with you. Please review the agreement carefully.

We will disclose information to third parties about your account or the transfers you make (a) where it is necessary for completing transfers or (b) (i) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant,

(ii) in order to comply with government agency or court orders; or to service providers and companies that perform marketing services on our behalf (for example - check printing companies), or (iii) if you give us written permission.

V. ERROR RESOLUTION

A. Reporting the Error

If you believe that there is an error regarding your account in conjunction with Turnberry Bank Online Banking Service or that you believe an unauthorized transfer occurred, you should ***immediately call your local branch office***. Telephoning is the best way of limiting your possible losses.

If you are unable to call us, you may mail or fax a letter to your local branch office, attention Branch Manager. If you choose to write a letter, please include your name, your account number, a description of the error or transaction in question, an explanation of why you believe it to be an error, and the dollar amount of the suspected error. Please make every effort to call us to report a problem or error as it will ensure the fastest method of communicating and addressing the problem and limiting your potential losses.

Do not email us. To protect your privacy over the Internet, we recommend that you do *not* send an email to Turnberry Bank to report a problem with your Online Banking service or send sensitive information, such as your account number, social security number, or password by email.

B. Your Liability for Unauthorized Transfers

If you fail to notify us within two business days after learning of the unauthorized transfer, your liability shall not exceed the lesser of \$500 or the sum of: (i) \$50 or the amount of unauthorized transfers that occur within the two business days, whichever is less; and (ii) The amount of unauthorized transfers that occur after the close of two business days and before notice to us, provided we establish that these transfers would not have occurred had you notified us within that two-day period.

You must report an unauthorized electronic fund transfer that appears on a periodic statement within 60 days of transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability shall not exceed the amount of the unauthorized transfers that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period.

If you notify us orally, we may require written verification from you of the question or complaint. If we request written verification of the question or complaint and we do not receive it within ten (10) business days, we may not provisionally credit your Account.

C. Time Limits and Extent of Investigation

We shall determine whether an error occurred within 10 business days of receiving a notice of error. We shall report the results to you within three business days after completing our investigation. We shall correct the error within one business day after determining that an error occurred.

If we are unable to complete our investigation within 10 business days, we may take up to 45 days from receipt of a notice of error to investigate and determine whether an error occurred. In such case, we shall provisionally credit your account in the amount of the alleged error (including interest where applicable) within 10 business days of receiving the error notice, unless (A) we require, but do not receive, written confirmation within 10 business days of an oral notice of error or (B) the alleged error involves an account that is subject to Regulation T (Securities Credit by Brokers and Dealers, 12 CFR part 220). You will have full use of the provisionally credited funds during the investigation. We shall also correct the error, if any, within one business day after determining that an error occurred and report the results to you within three business days after completing our investigation. You may ask for copies of the documents that we used in our investigation.

D. Special Rules for New Accounts

There are special rules for new accounts. If you are a new customer special rules apply during the first 30 days your account is open. Please see the Deposit Agreement and Disclosures provided to you when you opened your account. The Electronic Funds Transfer Agreement and Disclosures and Depositor's Agreement and Disclosures are available at any Turnberry Bank branch office or you may request that a copy be sent to you by mail.

VI. CANCELLATION, REVOCATION

A. Cancellation of Service

If you wish to cancel any of your Turnberry Bank Online Banking services, please contact your local branch office during normal business hours.

B. Revocation of Access

Turnberry Bank reserves the right to revoke your access to the Online Banking Service at any time and

without notice or reason. After revocation, access may be reinstated at the discretion of Turnberry Bank. To reinstate your access, contact your local branch office. If you do not log in and view your accounts via Turnberry Bank Online Banking Service for any 90 consecutive days, Turnberry Bank reserves the right to revoke your access.

VII. USER FEES

Turnberry Bank does not charge any fees to access your accounts using the Online Banking Service. You agree to be responsible for any local or long distance telephone charges or Internet Service Provider (ISP) charges that you incur by accessing your accounts via Turnberry Bank Online Banking Service.

VIII. HOURS OF ACCESSIBILITY

You may access Turnberry Bank Online Banking Service seven days a week, 24 hours per day. Periodically, the Online Banking system may be unavailable due to necessary system maintenance, though we will make all efforts to schedule same for hours during which system traffic is normally at a minimum. If the system is unavailable due to an unanticipated problem, you may use the automated telephone voice response system (TeleBank 1-877-662-3877), any of our ATM machines, or contact a branch office (during regular business hours) to conduct your transactions.

IX. MISCELLANEOUS

A. Modification

We reserve the right to modify this Agreement upon 30-day written notice, which you agree may be delivered via email or mail, as you have authorized or directed us to do. You may choose to accept or decline changes by continuing or discontinuing the services. Changes to fees applicable to specific accounts are governed by the applicable Account Disclosure.

B. Limitations on Liability

We will not be responsible for incidents, errors or failures due to acts of god, computer malfunction, including malfunction of your computer or other problems related to your computer equipment or internet service provider or other unforeseen acts or circumstances. Further, you agree to hold us harmless for any loss sustained by you as a result of your gross negligence or intentional act.

C. No Waiver

The Bank shall not be deemed to have waived its rights or remedies unless such waiver is in writing

and signed by the Bank. No delay or omission on the part of the Bank in exercising its 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 waiver of any rights or remedies on future occasions.

D. Governing Law & Forum Selection

This Agreement, your performance under it, and any disputes arising under it shall be governed exclusively by the laws of the United States of America and the State of Florida, without giving effect to conflict of laws principles. You expressly consent to the exclusive forum, jurisdiction, and venue of the Courts of the State of Florida in Miami-Dade County and the United States District Court for the Southern District of Florida in any and all actions, disputes, or controversies relating to this Agreement.

E. Enforcement

In the event either party brings legal action to enforce the Agreement or collect overdrawn funds on accounts accessed under the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney fees and costs, including fees on any appeal, bankruptcy proceedings and any post-judgment collection actions, if applicable.

F. Severability

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

G. Consent of 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, but not limited to electronic fund transfer disclosures and our Privacy Policy, may be made electronically by posting the notice on Turnberry Bank's website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

You have the right to cancel your consent of electronic delivery of notices and receive any notice or other type of communication provided to you pursuant to the terms of this Agreement in paper format. To cancel your consent for electronic notices, please send a written request to your local branch office.

H. Warranty and Software Limitations

WE, OUR AFFILIATES, SUBSIDIARIES, OUR SOFTWARE SUPPLIERS, AND OUR INFORMATION PROVIDERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE (OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS), CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES PROVIDED HEREIN, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW. MOREOVER, TURNBERRY BANK MAKES NO WARRANTY THAT THE ONLINE BANKING SERVICE WILL BE AVAILABLE TO USERS ATTEMPTING TO ACCESS THE WEBSITE FROM OUTSIDE OF THE UNITED STATES.

I. Ownership of Website

The content, information and offerings on our website are owned by Turnberry Bank, and the unauthorized use, reproduction, linking or distribution of any portion thereof is strictly prohibited.

J. Scope of Agreement

This Agreement represents our complete agreement with you relating to our provision of the Turnberry Bank Online Banking services. No other statement, oral or written, including language contained in our website, unless otherwise noted, is part of this agreement.

K. Effective Date

This agreement is effective as of April 22, 2008.