



SmartBank®

SmartBank Dealer Floor Plan Portal Agreement and Disclosure Statement

This Agreement and Disclosure Statement (this “Agreement”) governs the online floorplan services provided by SmartBank through the SmartBank Floor Plan Operations Department as described in this Agreement, which are referred to individually as a “Service” and collectively as the “Services”. In this Agreement, the terms “Bank,” “we” and “us” refer to SmartBank. The terms “you” and “your” refer to the person who is subscribing to SmartBank Dealer Floor Plan Portal. The term “person” refers to an individual or an entity. The term “funding requests” refers to requests for transactions for advances and payoffs through your Dealer Portal Account, e.g. adding vehicles and removing vehicles from your Dealer Portal Account. The term “Dealer Portal Account” refers to your subscription to SmartBank Dealer Floor Plan Portal. The SmartBank Dealer Floor Plan Portal is hosted and/or supported by DataScan Technologies LLC and/or its affiliates as the Bank’s third-party service provider (the “Service Provider”). The current Portal website address (URL) and any updates will be provided by the Bank from time to time.

Please read this Agreement carefully and keep it for your records. By subscribing to SmartBank Dealer Floor Plan Portal, or by accessing or permitting another to access your Dealer Portal Account, you agree to the terms and conditions of this Agreement.

When you first access SmartBank Dealer Floor Plan Portal, please check to confirm that the Online Account (as defined in Section 3 below) is the SmartBank account that you requested to be included in your Dealer Portal Account. If not, please contact us immediately as provided in Section 6 below.

What This Agreement Covers

By subscribing to SmartBank Dealer Floor Plan Portal, or by accessing or permitting another to access your Dealer Portal Account, you agree to this Agreement, which incorporates any instructions, procedures, conditions or other terms provided by mail or electronically or within the Web pages for SmartBank Dealer Floor Plan Portal (the “Online Terms”). This Agreement is in addition to any agreement (including any related disclosures) governing a SmartBank account included within your Dealer Portal Account (an “Account Agreement”). For example, if you have included your SmartBank commercial checking account(s) within your Dealer Portal Account, your use of SmartBank Dealer Floor Plan Portal does not affect the terms and conditions of the Account Agreement for that checking account(s). You should review each Account Agreement for any applicable fees, limitations on the number of transactions you can make, and other terms or conditions that might impact your use of SmartBank Dealer Floor Plan Portal. In the event of any conflict between this Agreement and any other Account Agreement, the terms of this Agreement will govern, unless otherwise provided in this Agreement.

Accessing SmartBank Dealer Floor Plan Portal

To access SmartBank Dealer Floor Plan Portal, you must have access to both a computer (including any necessary related equipment and software) and the Internet (including telecommunications service, a Web browser with standard features, and the ability to receive e-mail at a designated e-mail address), all of which are referred to collectively as your “Internet Computer”. You understand that your Internet Computer must meet the technical standards required to access and use SmartBank Dealer Floor Plan Portal (the “Technical Standards”), which are available on the Bank’s Web site at www.smartbank.com (or within the Portal) and which the Bank may update from time to time.

The Bank does not guarantee your ability to access SmartBank Dealer Floor Plan Portal. The Bank is not responsible for any losses related to errors, failures, misapplications, or malfunctions of your Internet Computer or your Software, or



to any computer virus or malicious software affecting your Internet Computer or Software. In the event of any conflict between this Agreement and any material provided with your Internet Computer or Software regarding the Bank's obligations to you, the terms of this Agreement will govern.

3. Online Account

The term "Online Account" refers to your SmartBank commercial banking account(s) that you request and we permit you to include in your Dealer Portal Account. The Bank, in its sole discretion, will designate the specific types of SmartBank accounts that are eligible to be Online Accounts, and, from time to time, may change this designation for any type of account. To the fullest extent permitted by law, we reserve the right to refuse to include any eligible SmartBank commercial account(s) within your Dealer Portal Account.

Any obligation that the Bank may have, whether under an applicable Account Agreement or otherwise, to verify two or more signatures or other form of authorization before making payment from any Online Account does not apply to any transactions requested through SmartBank Dealer Floor Plan Portal. By requesting the Bank to include any SmartBank account as an Online Account, you waive any right you may have to require the Bank to verify two or more signatures or other form of authorization before processing funding requests through SmartBank Dealer Floor Plan Portal related to that Online Account, and you release the Bank from liability for any and all claims that arise from or relate to the Bank's processing of any funding request initiated through SmartBank Dealer Floor Plan Portal by only one person.

As a security precaution, we may use less than the full account number to identify any of your Online Accounts within SmartBank Dealer Floor Plan Portal or any alerts that we send to you. If we choose to do so, each Online Account may be identified by a name or nickname designated by us.

4. Description of SmartBank Dealer Floor Plan Portal

SmartBank Dealer Floor Plan Portal allows you to initiate funding requests and to obtain Dealer Portal Account information in conjunction with your Internet Computer. From time to time, the Bank may add Services, eliminate Services, or otherwise modify the terms or features of any Services. When we make any such changes, we may communicate those changes to you via email, regular mail or we may make available Online Terms for that Service, and the new or modified terms for the Service, however communicated, will become part of this Agreement.

Not all of the Services are available for or applicable to all types of SmartBank accounts. The Bank, in its sole discretion, will determine the specific types of SmartBank accounts for which any particular Service is available or applicable, as well as the terms on which each Service is made available or applicable to any specific type of account. From time to time, we may change the types of SmartBank accounts for which any particular Service is available or applicable. We reserve the right, to the fullest extent permitted by law, to refuse to make any particular Service available or applicable to any of your Online Accounts, even though the Service is available or applicable to SmartBank accounts that are the same type of account as your Online Account.

a. Floorplan Transactions

You may use this Service to add new units or pay off existing units on floorplans by initiating funding requests through SmartBank Dealer Floor Plan Portal, subject to the following restrictions and conditions:

The Bank, in its sole discretion, will designate the specific types of Online Account(s) to and from which funding requests may be granted. From time to time, we may change this designation for any type of account.

Funding requests initiated and received by the Bank on a Business Day before the Cutoff Time will be processed when we receive the request through SmartBank Dealer Floor Plan Portal. The "Cutoff Time" is 3:00 p.m. Central Time. If a funding request is initiated through SmartBank Dealer Floor Plan Portal and received by the Bank after the Cutoff Time on a Business Day or on a day that is not a Business Day, then the request will be processed on the next Business Day.



Funding requests processed to and from Online Accounts may not be reflected immediately in the posted balance for those Online Accounts. When the Bank processes a funding request to or from any Online Account, the transaction will be posted to your Online Account in accordance with your Account Agreement. However, processed funding requests will be reflected immediately in your Dealer Portal Account. The time at which the Bank posts a transaction in its official records for an Online Account may differ from the time at which the transaction is reflected in your Dealer Portal Account.

A funding request is not necessarily received by SmartBank Dealer Floor Plan Portal when you transmit the request. Your Internet Computer or your Software may prevent or interrupt SmartBank Dealer Floor Plan Portal's receipt of your funding request. You should not assume that a funding request has been received by SmartBank Dealer Floor Plan Portal unless your request has appeared in your Dealer Portal Account as pending.

The Bank reserves the right to limit the frequency and dollar amount of funding requests granted through your Dealer Portal Account.

b. Dealer Portal Account Information

You may use this Service to obtain balances and other information about your Dealer Portal Account for which this Service is available ("Dealer Portal Account Information"), subject to the following terms and conditions:

Dealer Portal Account Information is provided as a convenience to you for tracking purposes only. The Dealer Portal Account Information may not reflect funding requests that have not yet been processed and is not the official record for any Dealer Portal Account. Because the balance of your Dealer Portal Account is subject to change at any time, the Dealer Portal Account Information may become quickly outdated.

The Bank does not guarantee either (i) the availability or accuracy of any Dealer Portal Account Information, or (ii) your ability to download and/or store any Dealer Portal Account Information, if applicable.

The Bank will not be liable for damages of any kind arising from (i) your inability to access any Dealer Portal Account Information, (ii) inaccurate content in, or your use of or reliance on the contents of any Dealer Portal Account Information, or (iii) your inability to download and/or store any Dealer Portal Account Information.

You undertake any downloading and storage of Dealer Portal Account Information at your own risk. If you download Dealer Portal Account Information, you are responsible for maintaining the security and confidentiality of that information, and you assume all risk that any downloaded Dealer Portal Account Information may be accessed by unauthorized third parties, including any person you allow to access your Internet Computer. We are not responsible for the security and confidentiality of any Dealer Portal Account Information that you download using wireless connections, which may permit other persons to access the Dealer Portal Account Information being downloaded. You accept full and sole responsibility for any damage that might occur to your Internet Computer, your Software, or any other equipment or software in connection with the downloading and storing of any Dealer Portal Account Information, including the loss or corruption of any data.

5. Security Procedure for Accessing SmartBank Dealer Floor Plan Portal

Security Codes

You shall designate in writing to the Bank all persons authorized to initiate funding requests on your behalf through your Dealer Portal Account. This designation shall be made on the Certified Copy of Corporate Resolution and Certificate Pursuant Thereto that you provide to us, which lists persons authorized to make advances on your behalf. You are solely responsible for granting and revoking authority to individuals with regard to access and use of your Dealer Portal Account. You are also solely responsible for defining and policing the scope of authority for each individual with such access with respect to your Dealer Portal Account.



You will be provided with a user name and temporary password (“Security Codes”) for your first login to SmartBank Dealer Floor Plan Portal. You can request a password change at any time through SmartBank Dealer Floor Plan Portal, and a new password will be sent to you via email. You are required to use the Security Codes to gain access to SmartBank Dealer Floor Plan Portal, and you will not be allowed to access SmartBank Dealer Floor Plan Portal without your Security Codes. From time to time, we may require you to select or create different Security Codes and may change the types of security techniques used to access SmartBank Dealer Floor Plan Portal. You agree that use of your Security Codes will authenticate your identity and verify the instructions you provide to us.

Your Obligations

You are responsible for protecting the confidentiality and security of your Security Codes. You agree to reveal the Security Codes only to those individuals that you designate in writing as authorized to initiate funding requests on your behalf pursuant to Section 5a above. You understand that anyone who obtains your Security Codes can access your Dealer Portal Account and the information on SmartBank Dealer Floor Plan Portal and may initiate transactions on your Dealer Portal Account. If an unauthorized person(s) accesses your Security Codes or any other means to access your Dealer Portal Account, you are solely responsible for all transactions the unauthorized person(s) authorizes on your Dealer Portal Account and for all online agreements the unauthorized person(s) signs or accepts while using SmartBank Dealer Floor Plan Portal. You agree to implement the necessary controls, balancing and reconciliation functions, and audit procedures to protect your Online Account(s) and Dealer Portal Account from theft or misuse. If you are unable to access SmartBank Dealer Floor Plan Portal, you shall immediately notify us of such inability but shall initiate funding requests through other means available to you.

Reporting Unauthorized Transactions or Disclosure of your Security Codes.

If you believe that any of your Security Codes are subject to unauthorized use or that an unauthorized transaction may be or has been made through your Dealer Portal Account, telephone us immediately at: (205) 915-1516 or (205) 586-0207. If you are unable to call, you may also e-mail us at floorplan.operations@smartbank.com.

Your Liability for Your Dealer Portal Account.

You agree that the Bank may rely upon any funding requests initiated through SmartBank Dealer Floor Plan Portal as properly authorized by you. The individual(s) to whom you have provided your Security Codes, or who has otherwise obtained access to Security Codes, is deemed your authorized representative(s) for purposes of all transactions conducted through SmartBank Dealer Floor Plan Portal, whether or not such person(s) is authorized by this Agreement or any other agreement between you and the Bank. You agree that use of the Security Codes described in Section 5a of this Agreement constitutes a commercially reasonable security procedure for you. You agree to be bound by all funding requests initiated through SmartBank Dealer Floor Plan Portal using your Security Codes.

Notwithstanding the terms of any other agreement between you and the Bank, once you access SmartBank Dealer Floor Plan Portal to initiate funding requests, we will not verify that the funding request is authorized and you are solely responsible for the accuracy and completeness of any data or information received by us. The Bank is authorized by you to process funding requests in accordance with information we receive electronically from you through your Dealer Portal Account. You shall be solely responsible for the information contained in the instructions and we shall have no responsibility for erroneous data provided by you. The Bank shall have no liability for losses resulting from or relating to your failure to limit access to your Dealer Portal Account or maintain the confidentiality of your Security Codes. At the Bank’s sole discretion, we may also require the use of other identifying information or other security procedures for SmartBank Dealer Floor Plan Portal and we may add to, change or delete any security procedure.

Except to the extent caused by the Bank’s (or the Service Provider’s) gross negligence or willful misconduct, neither SmartBank nor its service providers or affiliates will have any liability to you for any unauthorized funding requests made using your Security Codes. Authorizing funding requests through SmartBank Dealer Floor Plan Portal by means of your



Security Codes shall be considered the same as your signed authorization and instruction for the Bank to perform any and all actions relating to the requested transaction. You agree to be bound by any processed funding requests to and from any of your Online Accounts that were initiated using SmartBank Dealer Floor Plan Portal through the use of your Security Codes and accepted by us in accordance with the security procedure outlined in this Agreement or disclosed to you online, regardless of whether or not you actually authorized the transaction. You agree not to attempt to use SmartBank Dealer Floor Plan Portal to make a funding request if you have reason to believe this Service is not functioning properly.

Limitation of Liability.

Notwithstanding any other provision in this Agreement, and to the fullest extent permitted by applicable law (except for the Bank's or Service Provider's gross negligence or willful misconduct), neither the Bank, its service providers nor any of their affiliates shall be liable, and you release and waive any and all claims against all of them, for any and all liabilities, losses, damages, claims, judgments, costs or expenses (collectively, "Damages") that you assert or sustain, arising from or relating to any acts or omissions of the Bank, its service providers or their affiliates, whether under this Agreement or otherwise, in connection with SmartBank Dealer Floor Plan Portal or any Online Account (including, but not limited to, improper calculation or processing; transfer of funds or failure to transfer; dishonor or failure to dishonor; payment, stop payment, or failure to pay or stop payment; processing of electronic transfer entries; or loss or delay of electronic transfer entries, items, instruments, input data and materials during transfer to or from the Bank).

Notwithstanding any other provision of this Agreement, the Bank shall not be liable for Damages arising, directly or indirectly, from any error, delay or failure to perform any obligation hereunder which is caused by fire, natural disaster, strike, civil unrest, any inoperable communications facilities or any other circumstance beyond the reasonable control of the Bank. In no event shall the Bank be liable to you or any third party for any indirect, consequential, special, punitive or exemplary damages.

9. Confidentiality of Information About Dealer Portal Accounts

We may disclose information to third parties about your Dealer Portal Accounts and the Services you request through SmartBank Dealer Floor Plan Portal in the following situations:

When it is necessary for completing transactions you have requested; When it is necessary to activate or provide SmartBank Dealer Floor Plan Portal to you; In order to comply with a governmental agency or court order; In order to prevent or remedy fraud; As permitted by applicable law, and If you give us your written permission.

Information Authorization

We reserve the right to refuse or cancel your enrollment in SmartBank Dealer Floor Plan Portal if we cannot verify your identity or confirm information about you.

Dispute Resolution

a. Arbitration Provisions

to be used for arbitration, such inconsistency shall be resolved in favor of this Agreement. This arbitration provision is made pursuant to a transaction involving interstate commerce, and the Federal Arbitration Act (the "FAA") shall apply to the construction, interpretation and enforceability of this Agreement notwithstanding any other choice of law provision contained in this Agreement.

Either you or we may initiate arbitration by giving written notice of the intention to arbitrate to the other party and by filing notice with the AAA or the NAF in accordance with the Rules in effect at the time the notice is filed. The demand for arbitration may be made before or after commencement of any litigation. You should contact the AAA at 800-778-7879f <http://www.adr.org/>, or the NAF at 800-474-2371 or <http://www.arb-forum.com/>, for more information about arbitration. If for any reason the AAA or the NAF is unable or unwilling to serve as arbitration administrator, or you and we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.



Demand for arbitration under this Agreement must be made before the date when any judicial action upon the same Claim would be barred under any applicable statute of limitations; otherwise, the Claim also is barred in arbitration. Any dispute as to whether any statute of limitations, estoppel, waiver, laches, or other doctrine bars the arbitration of any Claim shall be decided by arbitration in accordance with the provisions of this Agreement.

A Claim by, or on behalf of, other persons will not be considered in, joined with, or consolidated with, the arbitration proceedings between you and us, and a Claim shall not be arbitrated on a class action, private attorney general, or other representative basis. Any dispute regarding the prohibitions in the prior sentence shall be resolved by the arbitrator(s) in accordance with this agreement.

When the aggregate of all Claims by both you and us does not exceed \$100,000, any expedited procedures provided in the Rules ("Expedited Procedures") shall apply and a single arbitrator shall decide the Claims. Where the aggregate of all Claims by both you and us exceeds \$100,000, a panel of three arbitrators shall decide all Claims. Each arbitrator, whether or not acting under the Expedited Procedures, shall be an active member in good standing of the bar for any state in the continental United States and shall be either: actively engaged in the practice of law for at least 5 years or a retired judge.

You and we agree that the arbitrator(s): shall limit discovery to matters directly relevant to the arbitrated dispute; shall grant only relief that is based upon and consistent with substantial evidence and applicable substantive law; shall have authority to grant relief only with respect to Claims asserted by or against you individually; shall not have any authority to require, as part of any relief granted, that you and we continue any relationship we may have under this Agreement or otherwise; and shall provide a brief written explanation of the basis for the award upon the request of either party and shall make specific findings of fact and conclusions of law to support any arbitration award that exceeds \$25,000. Unless inconsistent with applicable law, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration.

If any portion of the arbitration provision is deemed invalid or unenforceable, the remaining portions of the arbitration provision will remain valid and enforceable. Nothing in this arbitration provision shall limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief, such as filing an interpleader action. You and we agree that the taking of these actions or any other participation in litigation by you or us does not waive any right that either you or we have to demand arbitration at any time with respect to any subsequent or amended Claim filed against you or us after commencement of litigation between you and us. This arbitration provision shall survive termination of this Agreement and the closing of any or all of your Dealer Portal Accounts.

b. Waiver of Jury Trial

This provision limits your right to a jury trial. You should review this Section carefully. If (i) neither you nor we seek to compel arbitration of any dispute we have related to this Agreement, your account, or any transactions involving your account, or (ii) some or all of the arbitration clause is unenforceable and we are in a dispute in a court of law, then each of us agrees to waive any right we may have to a jury trial to the extent allowable under the laws of the state that govern this Agreement.

12. Business Days and Hours of Operation

For the purposes of this Agreement, the term "Business Day" means Monday through Friday, excluding all holidays recognized by the federal government. You can use SmartBank Dealer Floor Plan Portal 24 hours a day, seven days a week, subject to regular daily maintenance periods and any special maintenance periods. The Bank can process funding requests only on Business Days between 8am and 3:00pm CT.



13. Changing this Agreement

The Bank may change this Agreement from time to time, as follows:

Changes to the Online Terms and changes necessary to maintain or restore the security of SmartBank Dealer Floor Plan Portal or your Dealer Portal Account(s) may be made immediately and without notice to you.

For changes that result in increased fees for, fewer types of, stricter limitations on the dollar amount or frequency of, or increased liability to you for funding requests through SmartBank Dealer Floor Plan Portal, we will notify you prior to the change, to the extent required by applicable law. Notice may be given as provided in Section 19 below.

For changes not described in (i) and (ii) above, we may notify you as provided in Section 19 below. Your continued use of SmartBank Dealer Floor Plan Portal following the effective date of a change signifies your acceptance of the change.

14. Termination

Either you or the Bank may terminate this Agreement in its entirety or with respect to any one or more Services at any time upon written notice to the other party. We may notify you as provided in Section 19. If you do not use SmartBank Dealer Floor Plan Portal for twelve (12) consecutive months, we may consider such non-use as notice that you have terminated your Dealer Portal Account. You also may terminate this Agreement in its entirety or any one or more Services at any time by calling (205) 915-1516 or (205) 586-0207. If you terminate SmartBank Dealer Floor Plan Portal, you authorize us to continue processing any funding requests you have previously authorized through SmartBank Dealer Floor Plan Portal until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice (including termination by non-use, as provided above), we will process no further funding requests from your Dealer Portal Account, regardless of whether you previously have authorized them through SmartBank Dealer Floor Plan Portal. If we terminate your use of SmartBank Dealer Floor Plan Portal, we reserve the right to process no funding requests made through your Dealer Portal Account, including any funding requests you previously have authorized through SmartBank Dealer Floor Plan Portal. The provisions of this Agreement that relate to any obligation or liability arising prior to termination, or the resolution of any dispute regarding such obligation or liability, shall survive termination of the Agreement. By way of example and without restricting the foregoing, Sections 7, 8, and 11 shall survive termination of this Agreement.

15. Changes to Your Contact Information

It is solely your responsibility to assure that the contact information you have provided to us in connection with your use of SmartBank Dealer Floor Plan Portal is current and accurate. This includes, but is not limited to, name and e-mail addresses. You may request a change in any of your information by contacting us at floorplan.operations@smartbank.com or by calling (205) 915-1516 or (205) 586-0207. The Bank shall have no liability for any payment processing errors or any fees you may incur as a result of inaccurate or outdated contact information for you.

General Provisions

The validity, construction and enforcement of this Agreement shall be governed solely by the laws of the State of Tennessee, without regard to principles of conflicts of laws, and by applicable Federal laws and regulations. To the extent permitted by applicable law, if any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect and, if practicable, the invalid or unenforceable provision will be reformed to achieve its intended purpose. The Bank shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by the Bank on any one occasion shall not be construed as a bar or waiver of its rights or remedies on future occasions. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.



Assignment and Service Providers

You may not assign this Agreement or your rights or responsibilities under this Agreement to any other party, and any attempted assignment shall be null and void. The Bank may assign this Agreement to any affiliated entity or any successor. The Bank also may assign or delegate any or all of its rights and responsibilities under this Agreement to one or more independent contractors or other third party service providers, and any rights or responsibilities so assigned or delegated may be exercised or enforced by either the Bank or its service provider. Any reference in this Agreement to the Bank also shall be considered a reference to any service provider performing services under this Agreement on behalf of the Bank.

Exclusions of Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SMARTBANK ONLINE PORTAL IS PROVIDED FOR YOUR USE DURING THE TERM HEREOF "AS IS" AND "WHERE IS", AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO SMARTBANK ONLINE PORTAL OR USE OF SMARTBANK ONLINE PORTAL BY YOU, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY AND NON-INFRINGEMENT. THE BANK DOES NOT WARRANT THAT THE OPERATION OF SMARTBANK ONLINE PORTAL WILL BE UNINTERRUPTED, ERROR FREE OR FREE FROM ANY OTHER PROGRAM LIMITATIONS. THE BANK DOES NOT MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF SMARTBANK ONLINE PORTAL IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU ACKNOWLEDGE THAT YOU MUST PROVIDE ALL EQUIPMENT AND PROVIDE AND MAINTAIN SERVICE THROUGH AN INTERNET SERVICE PROVIDER ("ISP") SUITABLE TO ACCESS SMARTBANK ONLINE PORTAL AND ARE SOLELY RESPONSIBLE FOR ALL FEES, COSTS AND CHARGES ASSOCIATED WITH AND MAINTENANCE OF SUCH EQUIPMENT OR SERVICE. YOU ACKNOWLEDGE THAT YOUR ISP MAY HAVE UNINTENDED EFFECTS ON YOUR USE OF SMARTBANK ONLINE PORTAL AND THE ABILITY TO CONDUCT OR TRANSACT ONLINE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ABILITY TO ACCESS SMARTBANK ONLINE PORTAL), AND THAT THE BANK SHALL HAVE NO RESPONSIBILITY FOR SUCH EFFECTS. YOU ACKNOWLEDGE THAT THE BANK SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE SATISFACTORY PERFORMANCE OF YOUR INTERNET COMPUTER. YOU ALSO ACKNOWLEDGE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SMARTBANK ONLINE PORTAL IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR INTERNET COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

19. Notice

Unless otherwise required by law, we may provide notice to you either by mail or electronically. If we choose to provide the notice to you by mail, we may mail it separately or with other information to any address on our records for you. If we choose to provide notice electronically, we may send the notice to one or more of the e-mail addresses we have in our records for you for SmartBank Dealer Floor Plan Portal. You accept responsibility to assure that the contact information in your SmartBank Dealer Floor Plan Portal profile is always current and accurate, as required by Section 15 of this Agreement.

20. Your Additional Acknowledgments, Representations, Warranties and Covenants

In addition to the acknowledgements, representations, warranties and covenants set forth above, you represent and warrant that each electronic communication submitted to the Bank by you by use of SmartBank Dealer Floor Plan Portal fully satisfies and complies with all applicable requirements of all applicable laws and regulations. You expressly warrant (a) that you are not a "Consumer" as defined in Section 205.2(e) of Regulation E promulgated by the Board of Governors of the United States Federal Reserve Board pursuant to the Consumer Credit Protection Act, as amended, 15 U.S.C. 1601 et. seq., and (b) that all transactions initiated by you using SmartBank Dealer Floor Plan Portal are for commercial purposes, and not for personal or household purposes.



Execution / Signatures

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Agreement effective as of the dates set forth below.

Customer / Dealer

Dealer Name (printed):

City:

State:

By (signature):

Name (printed):

Title:

Date:

SmartBank

By (signature):

Name (printed):

Title:

Date: