



## ONLINE DEPOSIT ACCOUNT AGREEMENT

<b>Definitions</b>	<p>"You", "your", "authorized user", and "account owner" refer to the account owner or authorized signers or recipient of this disclosure and agreement.</p> <p>"We," "Us," "Our" and "bank" refer to mph.bank</p> <p>"Login Credentials" refers to user name and password that must be used to securely access your account information.</p> <p>"Disclosures" refer to any regulatory disclosures provided to you at the time of depository account opening.</p> <p>"Business Day" refers to the financial institution's hours of operation for the purpose of conducting banking business: Business Day: Monday- Friday; excluding weekends and federally declared holidays.</p> <p>"Check Image" refers to the digital image of any check/share draft you transmit to us using Remote Deposit Capture.</p> <p>"Item" an instrument of a promise or order to pay money handled by a bank for collection or payment.</p> <p>"Check" refers to the definition provided in Regulation CC – Availability of Funds and Collection of Checks. See the Funds Availability Policy for Mobile/Remote Deposits.</p> <p>"Original Check" refers to the definition provided in Regulation CC: the first paper check issued with respect to a particular payment transaction.</p> <p>"Substitute Check" refers to the definition provided in Regulation CC and in the Substitute Check Policy.</p> <p>"Record" refers to a writing created, generated, sent, communicated, received, or stored by electronic means.</p> <p>"Electronic Check" refers to the definition provided in Regulation CC and the Electronic Funds Transfer Disclosure.</p> <p>"Debit transactions", "debit", or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks or drafts you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature based debit card transactions.</p> <p>"Credit transactions", "credit" or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.</p>
<b>General Agreement</b>	<p>You understand this Online Account Agreement governs your account with us. Your account is also governed by other applicable documents, such as a Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Funds Transfer Disclosure ("Disclosures") By providing an electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owner agree to the terms contained in this Online Account Agreement.</p>
<b>System Requirements</b>	<p>Online Services provides you with the convenience and flexibility to perform certain banking transactions and functions for designated Account(s) through internet access on your personal computer or via a wireless handheld device. You must meet the following minimum software and hardware requirements for each device you use to access Online Services: Computer,</p>



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	internet or a smart phone. If you decide not to maintain such hardware and software, you may cancel your account at any time.
<b>Account Access</b>	You may access your Account(s) at <a href="http://www.mph.bank">www.mph.bank</a> . You must follow all necessary instructions and obtain your Login Credentials before gaining access to Online Services. We may also utilize unique identifying information to confirm your identity. Your Login Credentials are used to gain access to Online Services and should be kept confidential at all times. It is recommended that you change your Login Credentials through Online Services, or with the assistance of our customer contact center, as allowed by our security requirements. There must be additional or optional security measures instituted by us to ensure the security of Online Services.
<b>Use of Personal Information</b>	If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.
<b>Account Liability For Unauthorized Online Account Use</b>	<p>Subject to federal and state law and the terms and conditions of the Agreement, you are liable for any transaction or function performed using Online Services, whether made by yourself or someone authorized by you using your Login Credentials. You agree to take all reasonable measures to protect the security of your Login Credentials. (Please refer to the Consumer Liability section of your Electronic Fund Transfer Disclosure for our liability policy.) As a precaution, we recommend that you do not send emails or other electronic messages containing confidential Account information. You agree to not leave any device unattended while logged into Online Services, and you should never share your Login Credentials with us or anyone else. You understand that we are entitled to act upon any instructions received under your Login Credentials; therefore, you agree to guard and protect your Login Credentials to ensure the security and protection of your Account(s).</p> <p>If you have any concerns or suspicions that an unauthorized person has gained access to your Account through Online Services, we recommend that you change your Login Credentials if possible and notify us immediately. Our contact information for security issues related to your use of Online Services is provided below.</p> <p>Address: 2323 Stickney Point Rd, Sarasota, FL, 34231</p> <p>Phone: (800) 892-8798</p> <p>Email: <a href="mailto:customer.support@mph.bank">customer.support@mph.bank</a></p>
<b>Online Transaction Funding</b>	In order for us to process an Online Services transfer request, the Account that you have designated for the debit must have sufficient funds to cover the transfer and the funds must be considered available as described in our Funds Availability Policy. We are under no obligation to you when we have been unable to complete a transfer request due to insufficient or unavailable funds, or due to other circumstances out of our control, such as a system or power failure. If we are consistently unable to complete the requested transfer due to insufficient funds in the designated debit Account, then we reserve the right to cancel the transfer request and to review your Online Services privileges.
<b>Effective Timing of Transactions</b>	Online Services are available at any time or day, unless the system is undergoing maintenance. The posting of Online Services transactions before 4:30 pm EST on a Business Day will post the same day and will be included in the available funds for the receiving Account. Transfers



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	requested after 4:30 pm EST on a Business Day or requested on a non-Business Day will post on the following Business Day to the receiving Account and will be considered available funds on that day.
<b>Bill Pay Services</b>	Please refer to the Bill Pay Services terms and conditions disclosure that is provided and acknowledged at the time of first enrollment.
<b>Canceling Bill Pay Services</b>	You may cancel Bill Pay Services at any time by contacting us via phone, secure messaging, email, or any other form or manner acceptable to us. When not canceling in writing or in a Record to us, we may require a Record or writing confirming the Bill Pay Services cancellation. Be aware of any outstanding payments and make arrangements for future payments to the payees. When deleting specific payees only, you may individually delete that payee and retain the Bill Pay Services for any remaining payees.
<b>Mobile Remote Deposit Capture (mRDC)</b>	mRDC services allow you to make deposits to your Account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use this Check Image to create an Electronic Check or Substitute Check for collection. (See Substitute Check Policy Disclosure) The Check Clearing for the 21 <sup>st</sup> Century Act governs the use of RDC services and has enabled financial institutions to accept Substitute Checks, which are the legal equivalent to Original Checks for all purposes. (See also Mobile Remote Deposit Capture (mRDC) Disclosure)
<b>mRDC Fees and Charges</b>	Any and all fees and charges associated with your Accounts remain in effect when accessing and using mRDC services. You understand that standard data charges and messaging rates imposed by your wireless service provider may apply and that these rates and charges are your sole responsibility. Please contact your service provider for additional information.
<b>Mobile Banking</b>	Mobile Banking services refers to all financial services made available to you and which you may access through the use of a wireless handheld device or mobile phone, including but not limited to, viewing account balances, remote deposit capture, and text message banking.
<b>Accessibility and Liability</b>	Our Mobile Banking services are designed to be available 24 hours each day, 7 days per week. We do not warrant that Mobile Banking services will always function properly or that disruption or suspension of Mobile Banking services will not occur. You agree that we will not be liable for any loss, costs, damages, or expenses resulting from the interruption of Mobile Banking services. You also agree that these Mobile Banking services are separate from any services provided by your wireless service provider. Your wireless provider is responsible for any issues involving your handheld device, your internet access, or any other of its services and products you use to access Mobile Banking services. Standard data messaging rates, short message service (SMS) fees, and other charges from your wireless provider apply when utilizing Mobile Banking services.
<b>Mobile Devices</b>	You are responsible for providing and maintaining your own wireless handheld device and for ensuring that it is compatible with Mobile Banking services. We are not responsible for any problems you may experience with your equipment or for any damage to your device from the use of Mobile Banking services. You understand that wireless devices may be subject to viruses, and we are not responsible for ensuring your device is protected from these viruses.



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<b>Transactions Limitations</b>	You acknowledge that we may limit the number and frequency of transactions conducted through Mobile Banking services and that we may also place limits on transactions and transfer amounts at our sole discretion.
<b>Additional Mobile Banking/Online Services Information</b>	Security/Limitations - In the event of a security breach, fraud attempt or other emergency, we may reduce, suspend, or cancel your debit card limit, and /or access to the electronic banking platform without prior notice.
<b>General Rules</b>	The following rules apply to all types of accounts:
<b>Deposits</b>	Deposits may be made by direct deposit, wire transfer, ACH, via Mobile Remote Deposit, mail, or through an ATM, where allowed. You are liable to us for the amount of any item you deposit to your account that is returned unpaid.
<b>Collection of Deposited Items</b>	In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forwards items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, not shall any correspondent be liable except for its own negligence. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you.
<b>Right of Set-off and Liens</b>	We have the right to pay any debt you may owe us by withdrawing what is owed out of other accounts you have with us. If the deposit was made to a joint account, we may offset what is owed from either joint owner's accounts.
<b>Expenses</b>	If there is a dispute pertaining to your account, you agree that you will be liable for any loss, cost, or expense that we incur because of settling that dispute, including reasonable attorney's fees as permitted by law.
<b>Legal Claims</b>	We have the right to place a hold on, or remove from your accounts, or send to any third parties any amounts owed because of a court-ordered legal claim. If this is a joint account, then the above actions can be made against the joint account, regardless of which party on the account the claim is made against
<b>Dormant/Inactive Accounts</b>	You understand that if your account is dormant-you have had no activity for 6 months or greater on the account and there are funds in the account, we will status your account as dormant, and your funds can be escheated (turned over to the state). The method and timing of this escheat is dictated by the state that is listed as your most current address in our files.
<b>Individual Account</b>	The named party in an individual account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate. If we are uncertain of who should receive a payment under this Agreement or if we have actual knowledge of a dispute between you and any other person claiming an interest in the account, we may refuse to make a payment to you. If we do so, we will notify you and all other persons claiming an interest in writing for the basis of our refusal, and we may continue to refuse the payment until we receive consent from all interested parties or we make a payment pursuant to a court order. We will not be liable if we refuse to make a payment to your from your account.



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<b>Joint Account</b>	All deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, orders, or other items or withdrawals or requests from any person named on this account. Any person named on the account is liable. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgement of any person named on this account if ordered to do so by a court of law.
<b>Joint Account with/without Right of Survivorship</b>	If this is a Joint account with right of survivorship, on the death of one of the account holders, that person's interest in the account immediately vests in the surviving joint account holder(s) as their separate property. If this is a Joint account without right of survivorship and we receive written notice of the death of a joint account holder, we may freeze the account until we receive satisfactory evidence as to the disposition of the account.
<b>Minor Account</b>	Minors are permitted to be a joint owner on an account if there is a legal guardian or parent named as the other joint owner. The adult on this account will be held responsible for all transactions enacted on this account until the minor turns 18, at which time both are jointly liable for all transactions made using the account.
<b>All other account types</b>	Trusts, estates, rep payees, power of attorneys, and custodial accounts are not permitted to be opened under mph.bank. If the status of ownership changes due to legal reasons, after the account is opened, we reserve the right to close the account and issue a check to the appropriate parties based on the direction outlined by the documentation presented.
<b>How to Add a Beneficiary</b>	After an account is opened, either single or joint, you can request that a beneficiary be added to the account. You will be required to sign into online banking to make this request in writing through secure messaging. We may ask for additional forms and/or information to complete your request. Named beneficiaries are assumed to be primary.
<b>Payment of Interest</b>	For interest bearing accounts, interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.
<b>Fees, Service Charges and Balance Requirements</b>	You agree you are responsible for any fees, charges, balance or deposit requirements as stated in the Disclosures.
<b>Overdrafts and NSF's.</b>	If your account goes negative due to a payment of Billpay, pre-authorized transfer or other withdrawal made to your account, we may return or pay the item, at our discretion. If we choose to pay the item, and it results in a negative balance, you will be responsible for bringing the account positive.
<b>Processing Order</b>	We will process debit and credit transactions in accordance with our processing order policy.
<b>Amendments and Alterations</b>	Except as prohibited by law, we may amend this Agreement by adding, removing, or changing terms at any time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent according to our <b>eSign Consent and Disclosure</b> .
<b>Notices</b>	You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by





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	you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.
<b>Unlawful Internet Gambling</b>	Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling.
<b>Telephone and Electronic Communication</b>	You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email address you provide to us. You may contact us at any time if you no longer want to receive these communications from us. You also agree that we may monitor and record telephone and electronic communications that affect your account(s) with us to the extent permitted by law. We need not provide further notice to you or receive additional approval.
<b>Termination of your account</b>	We may restrict or terminate your account, without notice to you, if 1)there is a change in ownership 2)there is belief of, or knowledge of fraud or forgery, 3)there is any dispute of ownership of the account, or the funds, 4) there are excessive returned unpaid items, 5) terms and conditions have been violated 6) abuse or misrepresentation of your account 7) your account is at a zero balance, or negative for more than a full statement cycle, 8) you elect paper statements on accounts that are meant to be an online only, electronic account, or 9) if necessary to prevent a loss to us. We are not responsible for payment of any online bill payment, transfer, or transaction on your account if it is terminated; however, if we pay for an item after termination, you agree to reimburse us.
<b>Transfers and Assignments</b>	We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.
<b>Applicable Laws and Regulations</b>	Your account is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the State of Florida. You acknowledge and agree this section shall apply regardless of where you physically are when your account was opened, or where you may reside in the United States after your account was opened. You further acknowledge and agree this section shall apply regardless of what type of claim you may allege against us, including but not limited to contract, tort, regulatory, data breach, statutory, fiduciary duty breach, etc.
<b>ACH and Wire Transfers</b>	<p>When you originate a funds transfer for which FedWire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the Nacha Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.</p> <p><b>Provisional Payment.</b> Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of</p>



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	<p>the amount credited to you in connection with the entry, and the party making payment to you via such entry (ie the originator of the entry) shall not be deemed to have paid you in the amount of such entry.</p> <p><b>Notice of Receipt.</b> We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.</p> <p><b>Choice of Law.</b> We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.</p> <p><b>International ACH Transactions.</b> If you transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.</p>
<b>Real- Time Payments</b>	<p>You may send and receive certain payments or payment-related messages through a real-time payments system, such as The Clearing House's Real Time Payment (RTP®) network or the Federal Reserve's Fed Now® Service. Real-time payments, or instant payments, allow you to have immediate availability of these funds twenty-Four (24) hours a day, Seven (7) days a week, and fifty-two (52) weeks a year. These payments may be subject to transaction limits (eg \$500,000) and settlement is final and irrevocable. Real-time payments are intended for domestic payments only. Payments sent or received by a person outside of the United States are prohibited. Transfers using a real-time payments system are subject to the applicable operating or governing rules of the real-time payments system used, as well as the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), and the rules of OFAC</p>
<b>Stop Payments</b>	<p><b>Stop Payments on ACH Debits.</b> A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple or future debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, as least three (3) business days before a scheduled debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1.) your withdrawal of the Stop Payment Order, or 2.) the return of the debit entry, or, where a stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple or future debit entry transfer, we may require your confirmation in a record or writing stating that you canceled your authorization for</p>



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	<p>the transfer with the payee (a Stop Payment Order does not revoke authorization). Written communication includes communication by electronic record.</p> <p>The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the state in which the account is opened, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.</p>
<b>Checks</b>	<p>All negotiable paper ("checks") presented for deposit must be in a format that can be processed, and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.</p>
<b>Electronic Checks and Electronically Created Items</b>	<p>Electronic checks may be treated the same as a paper check for check collection and processing purposes. See the Substitute Checks section for more information or the Substitute Check Policy Disclosure. Electronically created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.</p>
<b>Restrictive Legends on Checks</b>	<p>We are not responsible if we honor a check that is deposited after a date that is listed as a restrictive legend (i.e., not valid beyond 90 days). We are also not required to honor any restrictive legends on checks, besides the required restrictive endorsement for any mobile deposit, you write unless we have agreed to the restriction in writing and signed by an officer of the bank.</p>
<b>Substitute Checks</b>	<p>See the <b>Substitute Check Policy Disclosure</b></p>
<b>Preauthorized Checks or Drafts</b>	<p>You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.</p>
<b>Stale or Post-Dated Checks</b>	<p>We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale dated or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.</p>





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<b>Statements/ Electronic Statements/Notices</b>	<p>You must notify us within 30 days of your discovery of an error in your statement. If this error is for an electronic transaction (ACH, debit card transaction, etc.) please refer to your <b>Electronic Funds Disclosure</b> for deadlines on error reporting.</p> <p>You will receive a notice when this statement is available and the sent date of that notice is when the 30 days (or longer, dependent on the Electronic Funds Disclosure), starts. This account does receive eStatements. Please refer to the eSign consent and disclosure for specifics on how your statements are handled.</p>
<b>Our Waiver of Rights</b>	<p>You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.</p>
<b>Your waiver of Notice</b>	<p>By signing the account information form, you waive any notice of non payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law.</p>
<b>Death or Incompetency</b>	<p>Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.</p>
<b>Arbitration</b>	<p>ARBITRATION AGREEMENT - IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS. YOU HAVE THE RIGHT TO REJECT THIS AGREEMENT TO ARBITRATION, BUT IF YOU WISH TO REJECT IT, YOU MUST DO SO WITHIN THIRTY (30) DAYS OF THE OPENING OF YOUR ACCOUNT BY PROVIDING US WITH WRITTEN NOTICE OF YOUR DECISION.</p> <p>Any dispute, claim, controversy or cause of action, that is filed in any court and that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one neutral arbitrator, not a judge or jury, at a location mutually agreed upon in the State of Florida where your account is maintained. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Notwithstanding other language in this agreement, a party retains the right to bring an action in small claims court if it is within the jurisdictional limits of that court. If a party elects' arbitration, it may be conducted as an individual action only. This means that even if a demand for a class action lawsuit, class arbitration, or other representative action (including a private attorney general action) is filed, the matter will be subject to individual arbitration. Either party may bring a summary or expedited motion to compel arbitration or to stay the applicable litigation of a dispute in any court. Such motion may be brought at any time, and the failure to initiate or request arbitration at the</p>



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	<p>beginning of litigation shall not be construed as a waiver of the right to arbitration. If a party elects to arbitrate it shall provide notice to the other party. We shall provide notice to you at the address we have on our records, and you may provide notice to: Liberty Savings Bank, FSB Legal Department, 2251 Rombach Avenue, Wilmington, OH 45177. The arbitrator shall follow rules of procedure and evidence consistent with applicable arbitration rules. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, unless appealable under applicable law. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. This arbitration provision shall survive termination or suspension of your account or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or this Agreement.</p>
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