



Electronic Disclosures: You agree to receive this Agreement and Initial Disclosure electronically. We suggest that you print a copy of this Agreement for future reference.

1. **Definitions.** As used in this Agreement, **Account(s)** refers to the Premium Finance account(s) you have with PRIME RATE. **PrimeRateOnline** means the Internet application through which you may access the Service; **we, us or our** refers to PRIME RATE and any agent, independent contractor, designee or assignee that PRIME RATE may, in its sole discretion, involve in the provision of the Service; **you or your** refers to the individuals, corporations, partnerships, limited liability companies, and sole proprietorships subscribing to or using the Service.
2. **Applicability.** This Agreement and Initial Disclosures (the "Agreement") between you and PRIME RATE governs your use of the Service. By subscribing to the Service or using the Service, you agree to the terms of this Agreement. Please read this Agreement carefully and in its entirety. We suggest that you print a copy of this Agreement.
3. **The Service.** You may use a personal computer ("PC") to electronically direct us to make payments to your Account(s). You may also access Account and transaction information. You agree that you will use this site, the Service, and any products or services received as a result of your use of the Service in a manner consistent with these Online Disclosures and Online Services Agreement.

You agree to indemnify and hold Prime Rate and all third party content providers which provide content for this site or the Service (either through links or otherwise), harmless from any loss, including reasonable attorneys fees, related to any claim or made by any third party relating to content you submit, post to or transmit through this site, your use of this site or the Service, your connection to the site, your violation of these Online Disclosures and Online Services Agreement, or any harm you cause another user.

4. **Your User ID and Password.** For consumers, your user ID will be the premium finance agreement account number. Your password will be either your five-digit zip code or your seven (7) digit phone number (minus the area code).
5. **Sharing Your User ID and Password with Others.** You agree not to give or make available your User ID, Password, or account number(s) to any person who is not authorized to access your Account(s). If someone to whom you have granted authority to use your User ID and Password exceeds such authority, you are fully liable for all payments or other requests made by such person until you have notified us that you have terminated the authority granted to such person and have given us a reasonable period of time to act upon such notice. We may require that you put such notice in writing. Upon receipt of such notice we may require you to immediately change your User ID and Password, and to identify the person or persons you believe to have exceeded such authority. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your User ID and Password without your authorization. Prime Rate does not and will not assume any liability for unauthorized or fraudulent use of the site and the Service.
6. **Scheduling Bill Payments.** If available, you can set up automatic payment of your account(s) from a checking account via ACH, or credit card.

7. **Processing/Delivery of Your Bill Payments.** You may schedule payments to be processed on the day that you schedule a bill payment, on a future date, or on the same date each month, subject to the restrictions in this Agreement. Although you may schedule payments by using the Service 24 hours a day, seven (7) days a week, payments can be processed only on Business Days, subject to system availability. If the Transaction Date falls on a weekend or holiday, your payment will be processed on the next Business Day.
8. **Recurring Bill Payments.** You may schedule payments to be automatically processed in a fixed amount on the same date every month (a "Recurring Payment"). The date on which a Recurring Payment is scheduled to be processed is referred to below as the "Recurring Payment Date." This date must fall on or before your normal payment due date.
9. **Stopping or Modifying Bill Payments.** You may change both the payment amount and the Delivery Date of any scheduled Recurring Payments at any time prior to 7:00 P.M., Eastern Time, USA, on the Transaction Date. You may also stop any payment by calling Prime Rate's customer service department at **(843) 669-0937**, or by writing to **PRIME RATE OnLine Support P. O. Box 100507, Florence, South Carolina 29501**. We must receive your request at least two (2) Business Days or more before the Transaction Date. If you call, we may also require you to put your request in writing and send it to us within fourteen (14) days after you call.
10. **Balance Inquiries.** You may use the Service to check the balance of your Account(s). The balance shown may include payments still subject to collection by us.
11. **Fees.** No fee is charged for access to the System.
12. **Termination.** You may terminate your use of the Service at any time by calling PRIME RATE customer service at **843-669-0937**, or by writing to us at **PRIME RATE OnLine Support, P. O. Box 100507, Florence, South Carolina 29501**.

Subject to applicable law, we may terminate your use of the Service, in whole or in part, at any time without notice if you do not comply with the terms of this Agreement, the Software License Agreements, or the agreements governing your Accounts. Termination will not affect your liability or obligation under this Agreement for transactions that we have processed on your behalf.
13. **Business Days.** Our Business Days are Monday through Friday. Federal Reserve Holidays are not included. You may use the Service 24 hours a day, seven days a week, except during maintenance periods. Bill payments can be processed only on Business Days.
14. **Confidentiality.** We may share information about consumers:
 - a. with consumer reporting agencies, other financial institutions, and merchants in accordance with standard banking industry practice,
 - b. with our agents and service providers with whom we have contracted to provide a variety of valuable services on our behalf,
 - c. with selected, reputable, third-party companies for marketing purposes in order to offer you attractive products and services to help meet your needs, except where prohibited by law,
 - d. when required or permitted by law or regulation; for example, in connection with litigation, fraud investigation, or potential business purchases and sales,
 - e. when completing transactions initiated by you, or otherwise to conduct our business,
 - f. with our affiliates so that we may give you faster and better service and provide special offers and promotions to you,
 - g. when you request that we do so.

For information about how you may limit the sharing of information with our affiliates and third party marketers, please see the Privacy Statement on our website at www.primeratepfc.com/, or you may call Prime Rate Monday through Friday between the hours of 8:30 A.M. and 5:30 P.M. at (843) 669-0937.

15. Error Resolution Notice (Applicable to Consumers Only).

In Case of Errors or Questions About Your Electronic Transfers

Telephone us at (843) 669-0937

Or write:

**PRIME RATE OnLine Support
P. O. Box 100507
Florence, South Carolina 29501**

Contact PRIME RATE as soon as you can, if you think your statement or information regarding a transaction is wrong or you need more information about a transaction listed on the statement. When contacting PRIME RATE regarding an error resolution, please be prepared to communicate the following information:

- a. Your name and social security number or tax identification number.
- b. The error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question.

If we decide that there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

- 16. Electronic Messaging.** PRIME RATE OnLine provides you with the ability to send and receive electronic messages (email) to and from us. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please see the Section titled Error Resolution Notice. 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.

Electronic messaging CANNOT be used to notify us of unauthorized transactions. Notification of these occurrences must be done as specified in the Section titled Error Resolution Notice. 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 e-mail messages to or from the general public.

- 17. Limitation of Liability.** By accessing this site or receiving any services, you agree to waive all claims against Prime Rate and all third party content providers regarding the information provided on this site and any information received by you as a result of using the services, and any use by you of such information. You agree that under no circumstances shall Prime Rate or any other party involved in creating, producing, or delivering this site or its contents or services be liable to you for any damages, including, but not limited to, any direct, indirect, incidental special, or

consequential damages for loss of profits, good will, business interruption, use, data, equipment or other intangible losses (even if Prime Rate has been advised of the possibility of such damages) that result from (1) the use of or inability to use this site or any services (2) the consequences of any decision made or action or non-action taken by you or by anyone to who you communicate such information, or for any errors by you in communicating such information (3) the cost of substitute goods or services, or (4) any other matter relating to the content, services, or distribution of services through this site. Prime Rate shall not be liable for damage or injury to persons or property arising from any use of any product, information, procedure, or service obtained through this site.

As permitted by law, Prime Rate's entire liability and your exclusive remedy for any dispute or claim related to these Online Disclosures and Online Services Agreement, the site, any services, or Privacy Policy is your cessation of the use of this site and any and all services.

18. **Entire Agreement.** This Agreement constitutes the complete and exclusive agreement related to the Service and any other agreement or disclosure related to your Account(s). 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, only as to electronic fund transfers conducted by using the Service.
19. **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.
20. **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.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of South Carolina, without regard to that state's conflict of laws provisions.
22. **Amendments.** Prime Rate may change these Online Disclosures and Online Services Agreement from time to time without notice to you. You should review the Online Disclosures and Services Agreement each time you use this site or a service to make sure you agree to them. By using this site or service or engaging in any of the activities described in Prime Rate Online Disclosures, and Online Services Agreement after changes have been made to these Online Disclosures and Online Services Agreement, you are agreeing to accept and comply with those changes.
23. **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.