

BankAtlantic.com Online Security Policy

Protecting the Security of Your Information

Last Updated September 1, 2005

BankAtlantic's goal with BankAtlantic.com is to offer you the online convenience of Florida's Most Convenient Bank, while maintaining an assurance of security for your financial and personal information. This Online Security Policy is designed to inform you about the terms and conditions of the security measures taken by BankAtlantic with regard to BankAtlantic.com, and to suggest ways in which you can enhance the security of your financial and personal information.

Should you have any questions or concerns about the security features or the terms and conditions, or if you need further assistance with regard to BankAtlantic.com's security features, including Access ID's and Passcodes, please contact BankAtlantic in the way that is most convenient for you:

- via telephone at: 800-741-1700
- via email at: ecustomer@bankatlantic.com
(but please do not include your account number when emailing this address)

BankAtlantic.com's security infrastructure

BankAtlantic.com utilizes several layers of technology in order to protect the integrity of your financial and personal information:

- **Full 128-bit encryption requirement.** BankAtlantic.com users are required to use a minimum of either Internet Explorer 4.01 SP1 or Netscape 4.5 web browsers, or an AOL web browser with at least 128-bit encryption.

Web Browser and screen resolution for PC's. Utilize the latest version of either Netscape Navigator® or Microsoft® Internet Explorer. BankAtlantic's Internet banking system security standards require that you use one of these two browsers with 128-bit encryption. For optimum viewing of the website, BankAtlantic recommends setting your screen resolution at 1024 x 768. .

Web Browser for Mac's. Utilize the latest version of either Safari® or Firefox®. BankAtlantic's Internet banking system security standards require that you use one of these two browsers with 128-bit encryption. Please note that BankAtlantic's website does not support Netscape Navigator® or Microsoft® Internet Explorer on the Mac. For optimum viewing of the website, BankAtlantic recommends setting your screen resolution at 1024 x 768.

If your web browser does not meet BankAtlantic.com's security requirements, use one of the following links to download an upgraded web browser:



- **Access ID and Passcode entry.** When prompted, you must provide a valid Access ID and Passcode to gain access to your BankAtlantic accounts and information. Your Access ID and Passcode are encrypted and your Passcode will not be displayed as you are entering it.
- **Secure Sockets Layer (SSL) technology.** Secure web browsers employ SSL technology to communicate with BankAtlantic.com's servers. SSL creates a secure communication channel between you and BankAtlantic.com's servers. SSL authenticates your communication with BankAtlantic.com and reduces the risk of a third

party intercepting your communication. SSL conducts a cryptographic word count to ensure the integrity of data transmission. The word count establishes a count of the number of bytes in a document, ensuring the number of bytes transmitted by you exactly matches the number of bytes received by the server.

- **Firewall protection.** BankAtlantic.com's servers are protected by a firewall, which is combination software and hardware product that limits the access of outside computers to BankAtlantic.com's servers. Only authenticated users may send and receive transmissions through the firewall.
- **Network traffic logs.** The firewall also generates continuous logs of network traffic for centralized monitoring and auditing purposes.
- **Automatic logoff.** Your online sessions automatically logs off after a specified period of time.
- **Encrypted data storage.** Customer data is stored in encrypted format in BankAtlantic's web site database.

Access ID's and Passcodes

As part of BankAtlantic's online security protocol, when you enroll in online banking and bill pay services BankAtlantic may issue you an Access ID and Passcode to gain access to your accounts and information. BankAtlantic reserves the right to suspend or revoke any Access ID or Passcode it issues if you violate BankAtlantic.com's Website Terms and Conditions, BankAtlantic's Online Privacy Policy, BankAtlantic.com's Online Security Policy or any applicable law, rule or regulation.

Your responsibilities

You are responsible for keeping your Access ID's and Passcodes confidential, and for any access, use or activity on BankAtlantic.com under your Access ID and/or Passcode. Here are some tips for keeping your Access ID and Passcode confidential:

- Make sure that you adhere to the procedures set forth in [BankAtlantic's Online Website Terms and Conditions](#) when maintaining and selecting your Passcode.
- Do not share your Access ID or Passcode with others.
- If you think that your Access ID and/or Passcode have been compromised, contact BankAtlantic immediately.
- Use a personal firewall to prevent unauthorized access to your personal computer.
- Install virus protection on your personal computer, install a spam blocker, and delete emails with attachments from unknown sources. Regularly update your virus protection and keep your computer patched with current Microsoft updates.
- Be certain others are not watching the keyboard as you enter your Access ID and Passcode.
- Avoid accessing your account from public shared computers or insecure location.
- Do not leave the computer unattended while logged on to your online banking account and Log off using the Exit/Logoff function when you are finished using online banking.
- Do not open any types of email attachments or diskettes unless you are sure that you can trust the source.
- Do not send personal information via Internet email. Confidential information may be sent via the secure messaging function within online banking.

Email and online scams

Email and websites can be used for sending or promoting scams such as a false offer from a company or an alert to a false computer virus. The practice of sending these fraudulent emails or creating and promoting these fraudulent websites is called spoofing or phishing. Spoof emails and spoof websites are often forwarded with good intentions by friends, adding an erroneous level of legitimacy.

If you receive an email that you believe to be a spoof email or encounter a website that you believe to be a spoof website, do not click on any hyperlinks and do not provide any personal or confidential information (Access ID or Passcode). Avoid accessing your account from public shared computers or insecure locations. You agree and acknowledge that BankAtlantic has no control over and is not responsible for any damage or loss you may incur as a result of or in connection with spoof websites and spoof emails, even if a criminal causes such spoof websites and spoof emails to appear to be owned or operated by BankAtlantic. For more information, please visit [BankAtlantic's Email Fraud webpage](#) to learn how to protect yourself from and for other information regarding email and online fraud.

Limitation on BankAtlantic's liability

No security protocol is foolproof. In the event that an unauthorized third party compromises BankAtlantic.com's security features, BankAtlantic is not liable to you, or to any third party, for any occurrences or damages directly or indirectly related to an unauthorized third party's ability to view, use or disseminate your financial or personal information, or to otherwise gain access to your BankAtlantic account(s). BankAtlantic is also not liable to you or any third party for any occurrences or damages directly or indirectly related to any phishing, pharming or other attacks or fraud committed against BankAtlantic, BankAtlantic.com, and BankAtlantic.com's URL, DNS or IP address, or a third party's ability to tap into your Internet connection via phone line, DSL, cable connection, or otherwise.

Changes to this Online Security Policy

BankAtlantic endeavors to monitor the latest in security enhancements to protect our customers. Accordingly, BankAtlantic reserves the right to revise its security protocol and amend this Online Security Policy at any time, in its sole discretion and without notice. Any changes to this Online Security Policy will be posted here. You are encouraged to visit this Online Security Policy frequently in order to review any changes that have occurred. Your continued access and use of BankAtlantic.com following any changes to this Online Security Policy shall automatically be deemed your acceptance of the same.

Governing law and arbitration

This Online Security Policy is to be governed by and construed in accordance with the internal laws of the State of Florida, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Online Security Policy, except for an injunctive action regarding a breach, violation or threatened breach or violation of this Online Security Policy by you as provided above, shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Broward County, Florida.

THEREFORE, YOU DO NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING BANKATLANTIC.COM, YOU CONSENT TO THESE RESTRICTIONS.

You and BankAtlantic shall select the arbitrator, and if you and BankAtlantic are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the arbitrator shall be selected by the American Arbitration Association. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Should a dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between you and BankAtlantic, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Broward County, Florida.

Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon you and BankAtlantic and your and BankAtlantic's respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction.

Miscellaneous

If any portion of this Online Security Policy is deemed unlawful, void or unenforceable by any arbitrator, this Online Security Policy as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Online Security Policy that is unlawful, void or unenforceable shall be stricken from this Online Security Policy.

The headings contained in this Online Security Policy are for convenience of reference only, are not to be considered a part of this Online Security Policy, and shall not limit or otherwise affect in any way the meaning or interpretation of this Online Security Policy.

All covenants, agreements, representations and warranties made in this Online Security Policy, as may be amended by BankAtlantic from time to time, shall survive your acceptance of this Online Security Policy and the amendment of this Online Security Policy.

This Online Security Policy represents the entire understanding and agreement between you and BankAtlantic regarding its subject matter, and supersedes all other previous agreements, understandings and/or representations regarding the same.