

# SeacoastBank



DEPOSIT ACCOUNT AGREEMENT

Effective September 1, 2022

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## TRUTH-IN-SAVINGS DISCLOSURE

### General Policies for Checking, Savings, and Money Market Accounts

- Refer to the *Account Fees & Service Charges* brochures for charges and other restrictions which may be imposed.
- **Rate information:** Your interest rate and annual percentage yield may change.
- **Frequency of rate changes:** We may change the interest rate on your account at any time.
- **Effect of closing an account:** If you close your account before interest is credited, you will not receive the accrued (earned) interest.
- **Daily balance computation method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- **Accrual of interest on noncash deposits:** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- **Tax Information.** The amount of interest earned will be reported to the IRS in the year credited.
- We may require not less than 7 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.
- A fee will be charged each day a transfer is made for an account with overdraft protection.

### NON INTEREST BEARING CHECKING ACCOUNTS

#### CLASSIC CHECKING

- \$50 minimum to open this account.
- No monthly maintenance fee when you keep a minimum daily balance of \$1,000 OR \$2,500 average monthly statement cycle balance OR \$5,000 minimum daily balance combined with a savings, money market, CD or IRA OR maintain a consumer loan or line of credit. Otherwise, a \$15 monthly maintenance fee will apply.

#### BANKING FREESTYLE

- \$50 minimum to open this account.
- No monthly maintenance fee when you receive E-Statements and perform 7 debit card purchase transactions per monthly statement cycle (ATM withdrawals do not count as a debit card purchase) OR receive E-Statements and receive a direct deposit of at least \$250 per monthly statement cycle. Otherwise, a \$10 monthly maintenance fee will apply.

#### BANKING FREESTYLE STUDENT CHECKING

- No minimum balance requirements.
- No monthly maintenance fee when you
  - Are under 18 years of age OR
  - Are over 18 and under 24 years of age and Opt to receive E-statements OR
  - Opt to receive E-statements and perform 7 debit card purchase transactions per statement cycle (ATM withdrawals do not count as a debit card purchase) OR
  - Opt to receive E-statements and one direct deposit of \$250 or more per statement cycle. Otherwise a \$10 monthly maintenance fee will apply.
- Primary signer must be between 14 and 24 years of age.
- If primary signer is under 18, then a parent or legal guardian must be a co-signer on the account.
- When primary signer reaches the age of 25, the account will automatically convert to a Banking Freestyle Checking.
- Courtesy overdraft options will not be offered on this account type.
- Account cannot be converted to another checking product type until primary signer is 18 years of age.

#### OPPORTUNITY CHECKING

- \$50 minimum to open this account.
- If after 1-year, the account has been handled in a satisfactory manner, the account holder may request to convert the account type to any other personal checking account the bank offers at that time.
- Overdraft service options are not offered on this account type.
- \$15 monthly maintenance fee.

### INTEREST BEARING CHECKING ACCOUNTS

#### General Policies for Interest-Bearing Checking Accounts

- **Interest** - Your interest rate is determined by the balance in your account according to the following tiers:
  - \$0 - \$9,999.99
  - \$10,000.00 - \$49,999.99
  - \$50,000.00 - \$99,999.99
  - \$100,000.00 - \$199,999.99
  - \$200,000.00 - \$349,999.99
  - \$350,000.00 - \$499,999.99
  - \$500,000.00 - \$999,999.99
  - \$1,000,000.00 - \$1,999,999.99
  - \$2,000,000.00 - \$3,999,999.99
  - \$4,000,000.00 and greater
- Payment of interest will be calculated by applying the variable interest rate from the appropriate tier (based on your balance) to that day's collected balance in your account.

#### PREMIUM CHECKING

- \$50 minimum to open this account.
- No monthly maintenance fee when you keep a minimum daily balance of \$5,000 OR \$7,500 average monthly statement cycle balance OR \$15,000 minimum daily balance combined with savings, money market, CD, or IRA OR maintain a consumer loan/line of credit OR maintain a residential loan/line of credit OR maintain a commercial loan/line of credit OR when a primary account owner maintains a Trust/Brokerage Relationship with Seacoast Wealth Management. Otherwise, a \$25 maintenance fee will apply.
- **Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every statement cycle.

### PREMIUM ELITE CHECKING

- \$50 minimum to open this account.
- No monthly maintenance fee when you keep a combined average monthly statement cycle balance of \$75,000 with personal checking, savings or money market OR when a primary account owner maintains a Trust/Brokerage Relationship with Seacoast Wealth Management. Otherwise, a \$30 monthly maintenance fee will apply.
- **Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every statement cycle.

### SENIOR CLASSIC CHECKING

- \$50 minimum to open this account.
- For clients 55 and up. No monthly maintenance fee when you keep a minimum daily balance of \$750 OR \$1,500 average monthly statement cycle balance OR \$5,000 minimum daily balance combined with a savings, money market, CD, or IRA OR maintain a consumer loan/ line of credit OR receive a direct deposit of at least \$250 per statement cycle. Otherwise, a \$10 monthly maintenance fee will apply. Primary account holder must be 55 or older.
- **Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every statement cycle.

## SAVINGS AND MONEY MARKET ACCOUNTS

### General Policies for Savings and Money Market Accounts

- **Transfer Limitations** - For savings and money market accounts you may make up to six covered transfers or withdrawals by means of a preauthorized, automatic, online or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.
- **Interest** - Your interest rate is determined by the balance in your account according to the following tiers:
  - \$0 - \$9,999.99
  - \$10,000.00 - \$49,999.99
  - \$50,000.00 - \$99,999.99
  - \$100,000.00 - \$199,999.99
  - \$200,000.00 - \$349,999.99
  - \$350,000.00 - \$499,999.99
  - \$500,000.00 - \$999,999.99
  - \$1,000,000.00 - \$1,999,999.99
  - \$2,000,000.00 - \$3,999,999.99
  - \$4,000,000.00 and greaterPayment of interest will be calculated by applying the variable interest rate from the appropriate tier (based on your balance) to that day's collected balance in your account.

### SEACOAST SAVINGS

- \$50 minimum to open this account.
- To avoid a \$15.00 quarterly maintenance fee: Keep a minimum daily balance of \$500.00 OR complete a minimum of \$25.00 in automatic transfers to account monthly.
- **Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.
- No minimum deposit balance for minor accounts until age 18.
- A fee will be charged for each item in excess of six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a calendar quarter.

### SEACOAST SELECT SAVINGS

- No quarterly maintenance fee of \$15 when you keep a minimum daily balance of \$2,500.
- Compounding and crediting frequency - Interest will be compounded every quarter. Interest will be credited to your account every quarter.
- No minimum deposit balance for minor accounts until age 18.
- A fee will be charged for each item in excess of six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a calendar quarter.

### SEACOAST STUDENT SAVINGS

- No minimum deposit balance for minor accounts until age 18.
- To avoid a \$15 quarterly maintenance fee: keep a minimum daily balance of \$500 OR complete a minimum of \$25 in automatic transfers to account monthly.
- Compounding and crediting frequency - Interest will be compounded every quarter. Interest will be credited to your account every quarter.
- A fee will be charged for each item in excess of six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a calendar quarter.

### SAVINGS IRA

- **Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.
- \$100 minimum to open this account.

#### Fees:

An administrative closing fee may be charged at closing.

### SEACOAST MONEY MARKET

- \$50 minimum to open this account.
- Keep a minimum daily balance of \$2,500 to avoid a \$15 monthly maintenance fee.
- **Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every statement cycle.
- A monthly service fee will be charged if you complete more than six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a statement cycle.

## SEACOAST ELITE MONEY MARKET

- \$50 minimum to open this account.
- Keep a minimum daily balance of \$2,500 to avoid a \$15 monthly maintenance fee.
- Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every statement cycle.
- A monthly service fee will be charged if you complete more than six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a statement cycle.

Bonus rates are determined by the monthly transactions in a linked checking account according to the following tiers:

0 - 4  
5 - 7  
8 - 10  
11+

Bonus rate will be paid for the next statement cycle when there is a linked personal DDA account owned by the customer that performed the indicated number of debit and credit transactions (not including internal transfers) during the previous month.

### SAIL INTO SAVINGS

- **Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.
- A fee will be charged for each item in excess of six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a calendar quarter.
- **The Program.** \$1 is automatically transferred from your checking account to your Sail Into Savings account for each debit card transaction and each electronic payment (including any Seacoast online Bill Payment) by you, a joint owner, or an authorized signer on the checking account. At the close of each business day, we will total the number of qualified transactions that post to your checking account and process a single transfer (\$1 X number of qualified transactions = amount of transfer) from your checking account to your Sail Into Savings account on the next business day. On any business day, if you do not have sufficient available funds in your checking account to cover the purchases or electronic payments, or if any transaction has overdrawn your checking account, the transfer for that business day will not occur. If your Debit Card purchases or online bill payments are subsequently canceled, reversed or disputed, for any reason, the corresponding transfers will remain in your Sail Into Savings account and will not be credited back to your checking account. If there are no transfers processed during any calendar quarter, the account will automatically be converted to a standard savings account, which may have a minimum balance requirement and/or a maintenance fee. Statement will be combined with the linked checking account.
- **Enrollment.** Seacoast personal account customers are eligible to participate in the Program if they meet and maintain the following requirements. There are three required Seacoast products that make up the Program: (1) a Sail Into Savings account, (2) a linked personal checking account, and (3) a linked Debit Card. The Sail Into Savings account is a necessary component of the Program and is not available as an individual account. The Sail Into Savings account must remain linked to a checking account to take advantage of the account features and benefits. If the Sail Into Savings account is not linked to a checking account or if no transfers have been made to your Sail Into Savings account, for three months then we may close your account or convert your account to a Seacoast Savings account.
- **Qualified Transactions.** A "qualified transaction" is any signature-based or PIN-based Debit Card transaction or electronic payment. All other banking transactions not specified above (such as ATM withdrawals, checks, wires, deposits, transfers) are not qualified transactions. Only qualified transactions that post to your linked checking account are eligible for the \$1 automatic savings feature. We reserve the right to determine at our sole discretion whether a particular bank transaction is a qualified transaction.

## CERTIFICATES OF DEPOSIT

### General Policies for Certificate of Deposit

**Crediting and compounding frequency** - Interest may be credited to your account monthly and compounded monthly. The annual percentage yield, shown on the certificate receipt, assumes interest will be credited to your Certificate of Deposit account monthly. Earnings will be reduced if you elect to have interest credited quarterly, semi-annually, annually or at maturity or credited to another deposit account or paid by check.

**Daily balance computation method** - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

#### Transaction limitations:

You may not make additional deposits into your account before maturity. Additional deposits made before maturity are only permitted on certain types of certificates and will be allowed at our sole discretion.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal.

You can only withdraw interest that has been paid to your account without penalty.

**Early withdrawal penalties** - Except as mentioned below, you cannot withdraw any principal from this account before a maturity date without our consent and we will charge a penalty.

With the maturity period of one year or less, the penalty equals the loss of simple interest for three months.

With the maturity period greater than one year, the penalty equals the loss of simple interest for six months.

We will use the interest rate in effect at the time of withdrawal to calculate the penalty. We will charge the penalty first against any interest then in the account, and any excess will be deducted from the amount you withdraw.

We are permitted to allow an early withdrawal and waive the above penalty if any account owner dies or is declared incompetent.

**Minimum balance account:** If we require a minimum balance on this account, we may treat any withdrawal that reduces the balance below such minimum as a withdrawal of the entire balance and calculate the penalty accordingly.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - If indicated on the certificate receipt, this account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before final maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

Refer to the *Account Fees & Service Charges* brochures for charges and other restrictions which may be imposed.

### FIXED RATE CERTIFICATE OF DEPOSIT

This certificate is available in a variety of terms. In addition to the following, see General Policies for Certificate of Deposit.

**Minimum balance to open the account** - You must deposit \$1,000.00 to open this account or \$500.00 to open a minor account.

## FIXED RATE JUMBO CERTIFICATE OF DEPOSIT

This certificate is available in a variety of terms. In addition to the following, see General Policies for Certificate of Deposit.

**Minimum balance to open the account** - You must deposit \$100,000.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$100,000.00 in the account each day to obtain the disclosed annual percentage yield.

## IRA FIXED RATE CERTIFICATE OF DEPOSIT

This certificate is available in a variety of terms. In addition to the following, see General Policies for Certificate of Deposit.

**Minimum balance to open the account** - You must deposit \$1,000.00 to open this account.

### Fees:

An administrative closing fee may be charged at closing.

## 18-MONTH IRA VARIABLE RATE CERTIFICATE OF DEPOSIT

In addition to the following, see General Policies for Certificate of Deposit.

**Rate information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

### Fees:

An administrative closing fee may be charged at closing.

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. **If you sign the signature card or open or continue to use the account, you agree to these rules.** You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Florida and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, you will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received



on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept for deposit a check payable to someone other than you, we may require any indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### **WITHDRAWALS -**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - All checks drawn by you must be negotiable and on a form satisfactory to us, or we may refuse to honor. We may refuse any withdrawal or transfer request which is greater than any applicable frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's current balance. This means an overdraft or an NSF transaction could occur regardless of your account's current balance.

Your account's current balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The current balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the current balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the current balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance." We use the available balance to authorize your transactions during the day (for example, debit card purchases and ATM withdrawals), and we also use the available balance to pay your transactions during our nightly processing.

Your available balance is calculated as follows:

<b>Previous Day's Balance</b>	Ending daily ledger balance from prior business day's nightly processing
<b>- Holds</b>	Subtract funds that have been placed on hold
<b>+ Deposits</b>	Add pending deposits that are immediately available (see "Your Ability to Withdraw Funds" and the section titled "Funds availability" below)
<b>- Withdrawals</b>	<u>Subtract pending withdrawals that we have either authorized or we know about but have not yet processed</u>
<b>= Available Balance</b>	

**The available balance may not include every transaction you have initiated or that we previously authorized.** For example, your available balance may not include the following:

- Outstanding checks and authorized withdrawals we have not received for payment (such as recurring debit card transactions and ACH transactions);
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add;
- Debit card transactions that have been previously authorized but not sent to us for payment. In most cases, a transaction authorization hold must be released after three business days even though the transaction may be sent to us for payment from your account at a later date, which we must honor. The authorization hold may be up to 30 business days for certain transactions, including car rental, cash, and international transactions.

For information regarding how we process and post transactions to your account, see the section titled "Payment order of items" directly below.

**Payment order of items** - The order in which items drawn on your account are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Please note that exceptions may apply, and you acknowledge and agree that this process may change from time to time, without prior notice to you. Our processing order depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount of the transaction, and the type of transaction in question, among other variables.

Posting a credit increases your balance. Posting a debit or hold reduces your balance. Credits include teller deposits, direct deposits, and credits we make. Holds include deposit holds, debit card authorizations, and holds related to cash withdrawals and electronic transfers. Debits include withdrawals, transfers, payments, checks, one-time and recurring debit card transactions, and fees. Please note that transactions are processed in the order described below

(subject to our right to change this process from time to time). Transactions are not processed in the order that you initiate the transactions or in the order we receive them. We cannot control how long a merchant takes to present a transaction for final payment or settlement, or the transaction type the merchant presents for final payment or settlement.

At the end of each business day our automated systems assign each transaction received that day to a category. We generally post all transactions within a category, using the posting order or orders that apply to that category, before we post any transactions assigned to the next category. We start with the ending ledger balance in your account at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add deposits and other credits to your balance and then subtract debits (both authorized and those that we know about that have not yet been processed) from your balance. We subtract from your balance in date and time order the types of debits listed with processing order "Timestamp" below; however, if our systems do not receive date and time information, then we subtract the debits in those categories from your balance in order from lowest to highest dollar amount. Some, but not all, of our categories are shown below:

Processing Order	Debit Category	Primary Processing Order Within Category	Secondary Processing Order Within Category
1	Over-the-counter checks, withdrawals, wires, transfers, and other bank-initiated transactions	Timestamp	Amount low to high
2	Debit card transactions, ATM transactions	Timestamp	Amount low to high
3	Bill Pay, ACH, Preauthorized withdrawals	Timestamp	Amount low to high
4	Checks	Serial number low to high	
5	Fees	Amount low to high	

We encourage you to keep careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. In the sections below, we describe debit card transaction (except ATM transactions) as recurring or non-recurring (i.e., one-time). You understand that whether a debit card transaction is considered recurring or non-recurring is determined by merchants, other institutions, or other third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us, which may result in a one-time debit card transaction presented as a recurring preauthorized transaction and vice versa.

**Standard overdraft coverage** - Except for Banking Freestyle Student or Opportunity Checking accounts, all checking accounts come with our standard overdraft coverage. With standard overdraft coverage, whether an overdraft will be paid is at our discretion, and we reserve the right not to pay. Our standard overdraft service may allow ACH payments, recurring debit card transactions and personal checks to go through for a fee when you do not have enough available money in your account to cover a transaction. We typically do not pay overdrafts if your account is not in good standing, you are not making regular deposits, or you repeatedly overdraft your account.

You can remove standard overdraft coverage from your account at any time. If you opt out of our standard overdraft coverage, we will generally decline any transaction that would overdraft your account. For example, we will return your personal checks and other returnable items, such as ACH payments, as unpaid, and, if applicable, charge a returned item (NSF) fee.

We will not authorize ATM and everyday (one-time) debit card transactions (such as one-time debit card and ATM card purchases) into overdraft when a preauthorization for that transaction would result in your account having insufficient funds. However, we may charge an overdraft fee if the payment is preauthorized against sufficient funds but later exceed the available balance in your account because of an intervening transaction. As a result, opting out of standard overdraft coverage will not eliminate overdraft fees from transactions posted against unavailable deposits.

Important: Standard overdraft coverage, including any applicable overdraft or returned item NSF fees, does not apply to Banking Freestyle Student or Opportunity Checking accounts.

**ATM and everyday one-time debit overdraft service** - Your enrollment preference for our ATM and everyday one-time debit overdraft service determines how we handle your ATM and everyday (one-time) debit card transactions on eligible accounts. You can add or remove the service on eligible accounts at any time. It's important to understand that this service is unique from other optional services that may be less costly for you, such as our account or line of credit sweep overdraft products. You can obtain information regarding these optional services by calling us, visiting your local branch, or via online banking. If you're enrolled in ATM and everyday one-time debit overdraft service, you are permitting us to authorize and pay ATM and everyday (one-time) debit card transactions when you do not have enough money available in your account to cover the transaction. We may charge an overdraft fee if the ATM or everyday (one-time) debit card payment is preauthorized against sufficient funds but later exceed the available balance in your account because of an intervening transaction. Whether an overdraft is paid is at our discretion, and we reserve the right not to pay the transaction. For example, we typically do not pay overdrafts if your account is not in good standing, you are not making regular deposits, or you repeatedly overdraft your account.

ATM and everyday one-time debit overdraft service does not apply to checks and other recurring transactions (such as Bill Pay or ACH transfers, or recurring debit card transactions such as utilities or health club memberships). With or without ATM and everyday one-time debit overdraft service, the Bank may continue to pay these other transaction types into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

ATM and everyday one-time debit overdraft service isn't available for certain accounts, such as Opportunity Checking accounts, Banking Freestyle Student accounts, IOLTA/IOTA accounts, accounts for government entities, or savings accounts. ATM and everyday one-time debit overdraft service is a discretionary service that may be removed by us for a variety of reasons including excessive overdrafts or returned items.

**Other overdraft products** - You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account (i.e., your available balance), and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.



**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection above.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your current and available balance online, accessing your current and available balance by phone, or coming into one of our branches. Important: Please note that we do not show holds or distinguish between available and unavailable funds in your account balance on your statement, so when you review your statement later, it might appear that you had enough available funds in your account to cover a debit for which we charged you a fee.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see "Your Ability to Withdraw Funds" section below for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you may be charged an NSF or overdraft fee according to our NSF or overdraft fee terms as described herein or in our overdraft disclosures. You may be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our ATM and everyday one-time debit overdraft service for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee terms as described herein or in our overdraft disclosures. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Your Responsibility if Your Account has an Overdraft** - If you have an overdraft on your account (including transactions that created an overdraft that we have paid on your behalf, plus any fees), you must make a deposit or transfer promptly to return your account to a positive available balance. If you fail to bring your account to a positive available balance, we may close your account. We may also report you to consumer reporting agencies and make efforts to collect the amount you owe us, which can affect your ability to open other accounts with us or other banks in the future and may be reflected in your credit report. You authorize us to apply any deposit to your account, including your federal and state benefits, to pay the amount of any overdraft and related fees. If the Bank chooses to pay a transaction, each account owner agrees to reimburse the Bank immediately for the amount of the overdraft and any associated fees, whether the overdraft was caused by you or another authorized user on the account. If you have a joint account, all joint owners will be jointly and severally liable for any overdraft plus any related fees, regardless of which owner initiated or presented the transaction that resulted in the overdraft.

You agree to pay a fee for each transaction that results in an overdraft or a returned item. When we determine that your available balance is overdrawn, you will be charged an overdraft fee for each transaction that is paid and a returned item fee for each transaction that is returned. If you are a consumer, the maximum number of overdraft fees and returned item fees you will be charged each calendar day is five (5). In addition to these fees, you will be charged a continuous overdraft fee following the fourth consecutive calendar day your account remains overdrawn, and for each subsequent calendar day period your account remains overdrawn. See the Account Fees & Service Charges schedule for details.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Individual Account** - is an account owned by one person. **Joint Account - With Survivorship (And Not As Tenants In Common)** - is owned by two or more persons. Each of you intends that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Tenants by the Entireties** - An account owned jointly by two married persons with right of survivorship in which each spouse may act for himself or both spouses in depositing, withdrawing or otherwise dealing with the account during their marriage. **Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, with right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. **Corporate, Partnership, and other Organizational Accounts** - We require a separate authorization form designating the person(s) permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

**STOP-PAYMENTS** - A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. Bank's acceptance of a stop payment order does not mean that the Item or Entry has not yet been paid. Bank shall have no liability resulting from the payment of an Item or Entry prior to its actual receipt of a stop payment order from Depositor and reasonable time to process the order. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses,

including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. Depositor acknowledges that an Item may be converted to an ACH Entry (electronic debit) by the payee of the Item. Even if Depositor has been given notice by the payee that the Item will be converted to an ACH Entry, if Bank is not advised that the stop payment is for an ACH Entry, the Depositor's stop payment may not be effective. If Depositor places a stop payment order on the Item without notifying Bank that it has been converted to an ACH Entry, Bank will use reasonable efforts to identify and stop payment of the Entry, but will not be liable to Depositor for payment of the Entry, and Bank will not be liable for damages if Bank stops payment on another Entry from the same originator or in the same amount which Bank believes to be the Entry representing the converted Item.

A stop payment order against an Item or Entry must accurately describe it as to date, number, amount, and payee, and must correctly indicate Depositor's name and the Account number. Depositor agrees that it is current industry standard to process stop payment orders by means of computer technology. Accordingly, failure of Depositor to provide the above information may result in the Item or Entry being paid if presented, and Bank will not be liable for such payment. Any errors on Bank's written acknowledgment to Depositor of a stop payment order must be reported by Depositor in writing within 10 calendar days of the written acknowledgment date. A stop payment order remains effective for six months from the date Bank receives notice of the order. A stop payment order may be renewed for successive periods equal to its original period of effectiveness if Bank receives a renewal notice prior to the order becoming ineffective. Stop payment order requests, renewals or revocations must be in writing when served upon an employee of the bank during normal banking hours. Stop payment orders can also be initiated by phone or online. Revocations of stop payment orders may be made in person or online. Please refer to our online disclosures for additional terms and conditions regarding online stop payment orders.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions are provided separately.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time with or without notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. We may close your account without notice if your account has a zero or negative balance. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to maintain your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS** - You agree to examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any "problems or unauthorized transactions" you must notify us in writing of the relevant facts. For purposes of this section, "problems or unauthorized transactions" include, but are not limited to, missing deposits; missing, stolen or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, indorsement or alteration; illegible images; encoding errors made by you or us; and counterfeit checks. You must notify us of any problems or unauthorized transactions within 30 days of your statement date, regardless of how we make your statement of account available to you. You agree that 30 days is a reasonable amount of time for you to review your statement of account and report any problems or unauthorized transactions. In addition, if you fail to timely notify us of any problems or unauthorized transactions as described above, we will not be liable to you for any problems or unauthorized transactions committed by the same person on your account that could have been prevented if you had complied with your obligations under this section to notify us of any problems or unauthorized transactions within 30 days of your statement date.

**IF YOU FAIL TO DISCOVER AND REPORT ANY PROBLEMS OR UNAUTHORIZED TRANSACTIONS WITHIN THE 30 DAY PERIOD, YOU LOSE ANY AND ALL RIGHTS YOU MAY HAVE TO ASSERT AGAINST US. THE INFORMATION IN YOUR STATEMENT OF ACCOUNT WILL BE CONCLUSIVELY PRESUMED CORRECT AND WE WILL BE RELEASED FROM ANY AND ALL LIABILITY FOR THE TRANSACTIONS CHARGED TO YOUR ACCOUNT AND FOR ALL OTHER MATTERS COVERED BY OR REFLECTED IN THE STATEMENT OF ACCOUNT.**

**ACCOUNT TRANSFER** - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**SETOFF DEBTS** - If you owe us money now or in the future, you agree that we shall have the right to setoff against any and all funds in your accounts with us (including any joint accounts), and to apply such funds to satisfy all Liabilities (as hereinafter defined) of yours and/or any other joint owner regardless of by whom the funds were deposited and regardless of the source of such funds. The funds in joint accounts, including accounts owned as tenants by the entireties, may be set off by us for any individual or joint debt of any person having withdrawal rights. To the extent that setoff of funds in an account owned by husband and wife as tenants by the entireties would ordinarily not be permitted by law for a debt of only one of the spouses, both spouses and all persons having rights of withdrawal hereby waive that right and consent to setoff for either an individual or joint debt owed by one or both of them to this bank. This waiver applies to debts on which any one of you is liable, whether jointly with another, individually, or those on which you are secondarily liable. We will not be liable for the dishonor of any withdrawal, debit or check when the dishonor occurs because we setoff a debt against the account pursuant to this paragraph. You agree to indemnify and hold us harmless from any claim arising as a result of our exercising our right to setoff. "Liabilities" means and includes all indebtedness, obligations, and liabilities of any account owner for borrowed money, lease obligations, service charges, fees, or a judgment debt.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account.

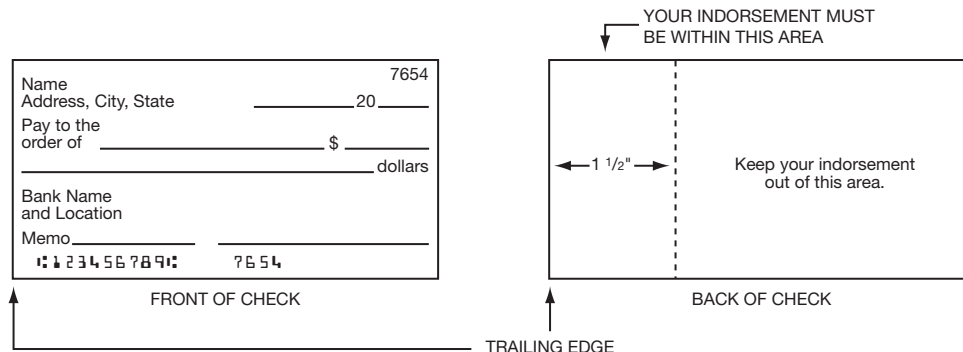
**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1½" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial 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. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. Financial Institutions are required by law to scrutinize or verify any wire transaction that they send or receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC).

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described.



**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity on your account over a period of years or otherwise indicated an interest in the account. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**DEATH OR INCOMPETENCE** - For sole owner accounts. We may continue to honor checks, items, and instructions until: (a) we are notified of the death or incompetence of the account owner and (b) we have had a reasonable opportunity to act on that knowledge.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CASH TRANSACTION REPORTING** - The law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen cashier's check. To assert the claim: (a) you must be the remitter or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the 90th day after the date of the check. Therefore, your claim is not enforceable until the 90th day after the date of the check and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**DEPOSITS BY MAIL** - You may deposit checks by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. If you do not use your pre-encoded deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, withholding order, injunction, government agency request for information, forfeiture, seizure, or similar legal process or order relating to your account (termed "legal action" in this section), we will comply with that legal action we believe to be valid. In our discretion, we may freeze or place an administrative hold on the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

## **ACCOUNT SECURITY**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account number(s), online credentials and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**Debit Cards** - If we issue debit cards to you for conducting transactions at ATMs, or purchasing goods or services from merchants, you agree that such cards are our property, may be canceled at any time without notice to you and will be surrendered upon our request. You acknowledge that the personal identification number (PIN) assigned has the same legal effect as your signature and is personal and confidential. You agree to take all reasonable precautions so that no one else learns the PIN on your debit cards, and not keeping a record of your PIN in the same wallet or place as your bank cards. You agree that if you give your debit card and PIN to another person to use, you will be responsible for the use of that card by such person. You agree to report to us any loss or theft of debit cards or any other problems concerning your account. Your rights and liability will be set forth in the Electronic Fund Transfers Your Rights and Responsibilities of this document.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. You may be asked to close your account and re-open a new account. If you refuse to close your account you agree to execute a hold harmless agreement releasing us from liability in the event a blank check is paid that you did not authorize. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; (3) you agree to indemnify and hold us harmless against any and all claims; and (4) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**COMPLIANCE WITH LAW, UNLAWFUL INTERNET GAMBLING, AND OFAC** - You agree to comply with all applicable laws and regulations. You will not use your account to conduct transactions relating to unlawful internet gambling or any illegal activity. Because we are required to prevent transactions involving unlawful internet gambling, we may refuse any gambling transaction that is not conducted in person, whether that gambling is lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal activity. Your agreement to comply with all applicable laws and regulations includes the United States economic sanctions laws and regulations, including regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, the Financial Crimes Enforcement Network (FinCEN) and Executive Orders issued by the President of the United States. We are required to comply with all OFAC sanctions, which may include rejecting or blocking transactions of funds of certain individuals and entities. By opening an account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC. In addition, you agree that if you are ever located in an OFAC sanctioned country, you will not use, access or attempt to use or access any account you have with us. You further agree that we can freeze and/or reject any transaction we reasonably believe violates applicable law, any of the OFAC sanctions programs or our policies or procedures. You acknowledge and agree that any transaction to or from your account may be delayed or suspended and that a hold may be placed on your account while a transaction is reviewed for possible violations of any of the OFAC sanctions program and that we will have no liability for any such delays, suspensions, hold and/or any resulting unavailability of funds.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address, contact information or your name. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**ACCOUNT ORGANIZATION** - We have organized checking accounts in a nontraditional way. Your account consists of two subaccounts. One of these is a checking subaccount, and you will transact business on this subaccount. The other is a nontransaction subaccount. If your checking account earns interest, the interest rate will apply to both subaccounts. If your checking account does not earn interest, no interest will be paid on either subaccount. You cannot directly access the nontransaction subaccount, but you agree that we may automatically, without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. We will make these automatic transfers so that your ability to use your funds through your checking subaccount will be no different than for traditional checking accounts. We will not allow more than six transfers per monthly statement period from the non-transaction subaccount. You will not see any difference between the way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down.

**INTERNATIONAL ACH TRANSACTIONS** - Financial Institutions Are Required By Law To Scrutinize Or Verify Any International ACH Transaction (IAT) That They receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC).

**BINDING ARBITRATION** - At our request or your request, a dispute concerning your deposit account will be decided by binding arbitration under the commercial arbitration rules of the American Arbitration Association. Arbitration involves the review and resolution of the dispute by a neutral party. It will be used in place of a trial before a judge and jury in a formal court of law. The arbitration will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. **YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.** You are free to terminate your relationship with us if you don't agree with this change. If you continue to use your deposit account, arbitration will apply to all disputes, whether they arose in the past or arise in the future.



## NOTICE OF NEGATIVE INFORMATION

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

The provisions of the Electronic Funds Transfer Act and Federal Reserve's Regulation E apply specifically to consumer Accounts only. Non-consumer Accounts are not covered by these provisions.

This Agreement and Disclosure governs the use of electronic fund transfer (EFT) services offered in conjunction with your checking, savings or other accounts with Seacoast National Bank. These services include preauthorized transfers to and from your account, such as automated deposits of Social Security checks, and all transactions resulting from the use of the Seacoast National Bank ATM/Debit Card through an automated teller machine (ATM), a Point-of-Sale (POS) terminal or any other use of the card. In consideration of the EFT services made available to you and any other person using the EFT services in conjunction with the account (who, by such use, agrees to be bound hereby) by signing, accepting or using the EFT service agrees to the terms and conditions in this Agreement and Disclosure.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, and money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings, and money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Seacoast National Bank ATM Card Transactions - types of transfers and dollar limitations** - Each day you may access your account(s) using your ATM card and personal identification number, to:

- get cash withdrawals up to \$500.00 from most checking, savings, or money market account(s) at an ATM terminal (You may withdraw up to \$300.00 at an ATM from an Opportunity Checking or Banking Freestyle Student Checking account, up to \$700.00 with a Premium Checking account, and up to \$1,000.00 with a Premium Elite Checking account)
- transfer funds among checking, savings, and money market account(s)
- get information about the account balance of your checking, savings, and money market accounts

Some of these services may not be available at all terminals.

- There may be limits on the total amount of ATM deposits you make in any calendar day.
- Your Seacoast National Bank ATM Card may not be used to make Point-of-Sale (POS) transactions.

**Seacoast National Bank Debit Card Transactions** - You may access your checking account to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

In addition to the above - Using your debit card, each day you may:

- make purchases up to \$5,000.00 at participating VISA® merchants (You may make debit card purchases up to \$1,000.00 with an Opportunity Checking or Banking Freestyle Student Checking account.)
- perform cash advances up to \$500.00 (You may perform cash advances up to \$300.00 with an Opportunity Checking or Banking Freestyle Student Checking account, up to \$700.00 with a Premium Checking account, and up to \$1,000.00 with a Premium Elite Checking account.)

**Currency Conversion.** When you use your VISA® Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

**Cardholder Notice:** As a member of the NYCE Network, Seacoast National Bank's VISA® branded debit cards allow transactions to be initiated without a PIN. Merchants must provide a clear way of choosing to make a VISA® Debit Card transaction if they support this option. Transactions completed outside the VISA® network may not carry the same terms as those processed over the VISA® Network.

**Arrangements with other organizations** - From time to time, we may enter into arrangements with other electronic fund transfer system owner/operators of ATMs and/or retail organizations to enable you to use your ATM card in their ATMs. These organizations may impose transaction fees on transactions performed at their machines. Also, the types of transactions and services available through their machines may vary from those provided through Seacoast National Bank's ATMs. Deposits of any type will not be permitted at their machines.

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a transaction).

- Refer to the separate fee schedule for any ATM charges we may impose.

### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account, you can call us to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

## STOP PAYMENT OF PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Refer to the *Account Fees & Service Charges* brochures for charges and other restrictions which may be imposed.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) In order to stop payment you must notify us of the exact dollar amount 3 business days or more before the scheduled payment.
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will only disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the Privacy Disclosure contained elsewhere in this document.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days of your statement date, regardless of how we make your statement of account available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

• **Additional Limit on Liability for VISA® Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

## CUSTOMER RESPONSIBILITY

The card may be used only by the person named thereon; provided however, that if you authorized another person to use the card in violation of this Agreement, you agree to assume responsibility for such use and we will be entitled to charge your account for all such transactions by you or the authorized person.

## SECURITY PRECAUTIONS

You understand the necessity to protect the confidential nature of the personal identification number (PIN) and not disclose it to anyone or write it where it is available to others by lawful or unlawful means. Failure to keep your PIN confidential can result in access to your account in event of loss or theft.

## OWNERSHIP OF CARD

Your privilege to use the card may be cancelled by us at any time. The card shall remain the property of Seacoast National Bank and will be surrendered upon demand or upon the closing of your account(s) with us.

## APPLICABLE RULES AND LAWS

All EFT transactions including those transactions involving the use of the card shall be governed by this agreement and disclosure, the bank's signature card agreement, account contracts and the normal rules governing your account, and by state and federal laws.

## ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this document, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days of your statement date, regardless of how we make your statement of account available to you on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us 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 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a VISA® Debit Card purchase and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the transfer involved a VISA® Debit Card purchase and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10

business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

SEACOAST NATIONAL BANK  
P.O. BOX 9012, STUART, FLORIDA 34995  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 800-706-9991 (Toll Free) or 772-287-4000 (For outside the U.S.)  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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## **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to all deposit accounts.

Funds from direct deposits, cash deposits, or wire transfers are generally available the same day they are deposited to your account. Our general policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit.

The length of the delay is counted in business days from the day of deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at any Seacoast branch during regular business hours on a business day, we will consider that day to be the day of your deposit. If you make a deposit at a Seacoast ATM before 7:00 p.m. on a business day, we will also consider that day to be the day of your deposit. However, if you make a deposit on a non-business day or at a Seacoast ATM after 7:00 pm, we will consider that deposit made on the next business day.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid. Your transaction, including checks and other items, is subject to verification. Your account may be adjusted if the funds are not collectable or an error is discovered.

If we cash a check for you or accept a check for deposit and provide immediate availability of those funds, we may place a hold on an equal amount that you have in any of your other accounts at SNB. The hold will last the same amount of time as described within the policy for the type of check cashed or deposited and made available.

#### **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all the funds that you deposit by check available to you by the first business day after the day we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day we receive your deposit. If we delay availability until the second business day, the first \$225 of your deposits may be available no later than the first business day after the day we receive your deposit.

If we are not going to make all of the funds from your deposit available by the first business day after the day we receive your deposit, we will notify you in writing of the delay. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

You are a new customer and your account has been opened for less than 30 days.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

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## SUBSTITUTE CHECKS AND YOUR RIGHTS

### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

### What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Seacoast National Bank  
Customer Service Department  
P.O. Box 9012  
Stuart, FL 34995

800-706-9991(Toll Free) or 772-287-4000 (For outside the U.S.)

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: your name and account number, the check number, the name of the person to whom you wrote the check, and the amount of the check.

If you tell us orally, we may require that you provide us a confirmation of your claim in writing within 10 business days. In that case, the day we receive your written claim will be the day your claim is considered received. Your rights under this section are governed by the "Check 21 Act" and any implementing regulations.

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## ATM and Everyday Debit Card Transaction Overdraft Service Disclosure

Due to changes in federal banking regulations, we require that you give us permission ("opt-in") in order for us to provide overdraft protection which allows us to authorize and pay ATM or everyday debit card transactions at our discretion, even when you do not have sufficient funds in your account. We offer this as a convenience and to provide a safety net to our customers.

### What Does this Mean?

If you "opt-in", you authorize us to continue to cover and charge a fee for your ATM and everyday debit card transactions if you do not have sufficient funds in your account.

While we **do not guarantee** that we will always authorize and pay any type of transaction, if you do not "opt in", ATM or everyday debit card transactions that would result in an overdraft will be declined unless you have another overdraft protection plan, such as automatic transfers from another deposit account into your checking account.

**For example, if you are purchasing groceries with your debit card and do not have sufficient funds in your account, and you have not "opted in" your transaction will be declined.**

By "opting-in" to this overdraft service for ATM and everyday debit transactions, you will not incur any fees unless you overdraw your account. It simply provides you with peace of mind.

To "opt-in" for this overdraft service and to request us to authorize and pay overdrafts on your ATM and everyday debit card transactions, you may:

- Visit us online at [www.seacoastbank.com/overdraft-info](http://www.seacoastbank.com/overdraft-info)
- Call us at 800-706-9991
- Online banking customers may also "opt-in" by clicking on the link available on the account summary screen in online banking.

We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

### What fees will be charged if Seacoast National Bank pays your overdraft?

- We will charge you a fee of up to \$35.00 for each overdraft item.
- If your account is overdrawn for 4 or more days, we will charge an additional \$5.00 per day.
- Personal accounts have a daily limit on the total fees we can charge you for overdrawing your account.
- Business accounts do not have a daily limit on the total fees we can charge you for overdrawing your account.

**Note: You may opt-in or opt-out of this service at any time.**

## FACTS WHAT DOES SEACOAST NATIONAL BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information may include:</p> <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Credit history and credit scores</li> <li>• Account balances and account transactions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Seacoast National Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Seacoast National Bank share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call toll-free 800-706-9991 or go to <a href="http://www.seacoastbank.com">www.seacoastbank.com</a>	



What We Do	
<b>How does Seacoast National Bank protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does Seacoast National Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>● Open an account</li> <li>● Apply for a loan</li> <li>● Use your credit or debit card</li> <li>● Make deposits or withdrawals from your account</li> <li>● Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>● sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>● affiliates from using your information to market to you</li> <li>● sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Seacoast affiliates include Seacoast Insurance Services, Bankers Title of the Nature Coast, Nature Coast Insurance, Nature Coast Financial Services and property service companies.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>● <i>Seacoast National Bank does not share information with nonaffiliates.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>● <i>Our joint marketing partners include our credit card partner, securities broker dealer, leasing, and service providers.</i></li> </ul>
Other Important Information	
<p><b>State Law:</b> We follow state law if state law provides you with additional privacy protections. For example, we automatically treat customers with a Vermont mailing address as having limited our sharing with affiliates and nonaffiliates, unless you give us authorization for such sharing.</p> <p><b>Important Notice about Credit Reporting:</b> We may report information about your account(s) to credit bureaus and/or consumer reporting agencies. Late payments, missed payments, or other defaults on your account(s) may be reflected in your credit report and/or consumer report.</p>	

► Welcome to Seacoast Bank,  
where we promise to:

- Get you comfortable with the right products and the right team to serve you.
- Make your day-to-day banking simple.
- Resolve out-of-the-ordinary items responsively.
- Invest in you and your community.

