

Regulation E Disclosure

Revised 8/25/17

First State Bank of Arcadia

North Arcadia Office
400 N Brevard Ave
Arcadia, FL. 34266
(863) 494-2220

East Arcadia Office
2747 SE Hwy 70
Arcadia, FL 34266
863) 993-1500

Electronic Funds Transfer Agreement and Disclosure

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic Funds Transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the Electronic Funds Transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

Consumer Online Banking

Types of Transactions: You may access certain account(s) you maintain with us by computer using your User Name and Password by accessing online banking service at www.fsbarcadia.com. You may use the online banking service to perform the following functions:

- Up to 24 months of complete Online transactional detail and history
- Account Inquiries for balances, etc.
- Copies of monthly Account Statements
- Bill Pay for eligible accounts
- Transfers between your accounts at this Financial Institution
- Transfers between your accounts at other Financial Institutions and your accounts at this Financial Institution. – *fees may apply*
- Secure e-mails via the Service's messaging system
- Secure File Transfers
- View loan account balances
- Payments to loans at this Financial Institution
- Stop payments on checks that you have written - *stop payment fees apply*
- Transaction downloads
- P2P Payments - *fees apply*
- Budgeting and Goal Setting Tools
- Mobile Check Deposits for eligible accounts

Limitations on Frequency and Amount:

For Savings and Money Market Accounts Only: You may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle or similar period of at least four (4) weeks to another of your accounts with us or to a third party by means of

preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order of instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. You may make unlimited withdrawals (payments directly to you or transfers of funds from your account to any of your other deposit accounts or loan accounts with us) either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

Processing Schedule:

All transactions must be submitted to First State Bank by 7:00 p.m. to allow processing on the same banking day. Our banking day includes all days except Saturday, Sunday and the following holidays that are observed by the Federal Reserve Bank in Atlanta: New Year's Day, Martin Luther King, Jr Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Fees and Charges for Online Services: There are no general fees for the Online Banking Service at this time. The Bank reserves the right to alter this at any time with proper notification to the customer.

Mobile Banking: Must have online banking to access your account through Mobile Banking. You may use First State Bank's Mobile App to view account information, make deposits and transfer funds between your First State Bank accounts. Enroll for Mobile banking by downloading the First State Bank Mobile App within the App Store or Google Play. There are no fees associated with Mobile Banking, however, your cell phone provider may charge additional fees for web browsing and/ or text messages. In order to use First State Bank's Mobile Web Banking, the browser on your mobile device must be capable of storing cookies.

Mobile Check Deposit Requirements: Must first be enrolled in Online Banking. Further, you must already have or be able to download First State Bank of Arcadia's Mobile App. The free app may be found at either the App Store or Google Play. This service also requires a Smart Phone.

Mobile Check Deposit Limits: There is no limit on the number of checks deposited daily; however, there is a daily cumulative deposit limit of \$5,000. We recommend that you retain your check for 60 days and then securely destroy it.

Funds Availability for Mobile Check Deposit: Our cut-off times are 11 a.m. and 3:00 p.m. EST. Deposits made before 3:00 p.m. EST will be available on the same business day. Checks deposited after 3:00 p.m. will be deposited by the end of the following business day. Checks deposited on non-business days, including Saturday's will be deposited by the end of the following business day.

P2P Requirements: Must first be enrolled in Online Banking. Individuals aged 18 years and older with a VISA Check Card issued by Bank are eligible to use this Service to send funds to a Recipient. Any individual age 18 years and older with an account in the United States that may receive POS or ACH transactions may use this Service to receive funds that are transferred by the Sender. The Service is not offered to individuals under the age of 18.

P2P Transfers: You may make one-time Transfers by entering your VISA Check Card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. If the Sender and Recipient are both Bank customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter. It is the responsibility of the Sender and Recipient of funds to provide accurate information.

You authorize the Bank to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately at 863-494-2220 and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipients' instructions.

P2P Limitations on Transfers and Fees: You may transfer up to \$1,000 per transaction for a maximum amount of \$5,000 per month. The Bank may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee is charged for each P2P Transfer you send, please refer to the Other Account Fees Disclosure. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the VISA Check Card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a P2P Transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other fees that apply to your Account.

P2P Timing of Transfers: Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution

External ACH Transfer Requirements: Must first be enrolled in Online Banking. To set up an ACH transfer to an account you own at another financial institution, you will be required to provide the name of the financial institution, the ABA/routing number, the account type and account number. We will ask you for proof that you own an account you debit at another financial

institution. You agree that you will only attempt to register accounts for which you have the authority to transfer funds to and from.

Under special circumstances, we may also require additional verification of the External Transfer account(s) by requiring you to submit proof of ownership of the account(s) by means of a copy of your most recent periodic statement of your external account as well as a cancelled check (a check that has already cleared) for the external account. Furthermore, First State Bank of Arcadia reserves the right to decline the request if circumstances warrant us to do so.

External ACH Transfer Fees and Limitations: Transactional Dollar limits may be imposed for Incoming and Outgoing External Transfers. There is no fee for transferring funds into the bank. There are fees associated with transferring funds to external accounts, please refer to the Other Account Fees Disclosure.

External ACH Transfer Processing: Most Incoming and Outgoing External Transfers will be delivered within 1 – 2 business days.

Business Online Banking

Types of Transactions: You may access certain account(s) you maintain with us by computer using your User Name and Password accessing online banking service at www.fsbarcadia.com. You may use the online banking service to perform the following functions.

- Up to 24 months of complete Online transactional detail and history
- Account Inquiries for balances, etc.
- Copies of monthly Account Statements
- Bill Pay for eligible accounts
- Transfers between your accounts at this Financial Institution
- Transfers between your accounts at other Financial Institutions and your accounts at this Financial Institution. – *fees may apply*
- Secure e-mails via the Service's messaging system
- Secure File Transfers
- View loan account balances
- Payments to loans at this Financial Institution
- Stop payments on checks that you have written - *stop payment fees apply*
- Transaction downloads
- P2P Payments - *fees apply*
- Budgeting and Goal Setting Tools
- Mobile Check Deposits for eligible accounts
- **ACH SERVICES UPON APPROVAL**

Limitations on Frequency and Amount:

For Savings and Money Market Accounts Only: You make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle or similar period of at least four (4) weeks to another of your accounts with us or to a third party by means of preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order of instruction, or

by check, draft, debit card, or similar order made by you and payable to third parties. You may make unlimited withdrawals (payments directly to you or transfers of funds from your account to any of your other deposit accounts or loan accounts with us) either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

Processing Schedule:

All transactions must be submitted to First State Bank by 7:00 p.m. to allow processing on the same banking day. Our banking day includes all days except Saturday, Sunday and the following holidays that are observed by the Federal Reserve Bank in Atlanta: New Year's Day, Martin Luther King, Jr Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Fees and Charges for Online Services: There are no general fees for the Online Banking Service at this time. The Bank reserves the right to alter this at any time with proper notification to the customer.

Preauthorized EFT Debits

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- Pay certain recurring bills from your checking or savings account.
- We do not charge for any preauthorized EFT's.

Fees and Charges:

- Stop Payment
- We will charge \$33.00 for each stop payment order for preauthorized transfers.

Government Direct Deposit

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

Fees and Charges:

- We do not charge for any preauthorized EFT's.

Other Direct Deposits

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account.

Fees and Charges:

- We do not charge for any preauthorized EFT's.

VISA Check Card

A convenient way to bank with First State Bank 24 hours a day. Use your VISA Check Card at any Pulse, Presto, STAR, Cirrus or NYCE ATM or at any merchant that accepts point-of-sale (POS) payment for transactions. You may also use your VISA Check Card to access your checking account to purchase goods (in person or by phone), and do anything that you can do with a credit card (that a participating merchant will accept with a credit card.) If you need to report a lost or stolen check card, please call the bank at 863-494-2220 during regular business hours. If you need to report a lost or stolen check card after regular business hours call 863-494-2220 immediately.

Types of Transaction/Transfers: You may use the card and PIN issued to you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving refunds will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept POS debit cards with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number information may be obtained from the VISA Check Card Application. At present you may use your check card to (some of these services may not be available at all ATMs):

- Withdraw funds from your checking and/or savings account
- Transfer funds between your checking and savings accounts
- Obtain balance information on your deposit accounts

Limitations on Frequency and Amount:

- You may withdraw up to a maximum of \$400.00 (if there are sufficient funds in your account) per day
- You may purchase up to a maximum of \$2,500.00 (if there are sufficient funds in your account) worth of goods and services per day, exclusive of ATM withdrawals
- For security purposes, there are limits on the frequency and amount of transfers you make using ATM's.

Fees and Charges:

- There is no charge for ATM withdrawals at machines owned by us
- There is a \$2.00 ATM Foreign Withdrawal Fee for each ATM Withdrawal at machines we do not own
- There is a \$1.00 ATM Foreign Inquiry Fee for each balance inquiry machines we do not own
- There is a Debit Card Replacement Fee of \$5.00 per card
- We do not charge for any POS transactions
- Expedited Card Order Fee (per card) \$50

ATM 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 funds transfer).

FirstLine Telephone Banking

Convenient banking at your fingertips 24-hours a day at 863-494-6789.

Out of Town Firstline: 888-406-2220

Automated Telephone Banking: You may access your accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts (prior authorization must be made)
- Obtain balance information on your deposit accounts
- Verify the last date and amount of your payroll deposit
- Determine if a particular check has cleared your account
- NSF Status and FAX Statement Service

Limitations on Frequency and Amount:

- You are limited to the following number of inquiries, transfers, or withdrawals:
Savings Account Restrictions: You will incur a monthly maintenance fee in the amount of \$3.00 if at any time during the month your balance falls below \$200.00. There is a \$3.00 per item excessive withdrawal fee if over limit of 2 withdrawals per month. You make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle or similar period of at least four (4) weeks to another of your accounts with us or to a third party by means of preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order of instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. You may make unlimited withdrawals (payments directly to you or transfers of funds from your account to any of your other deposit accounts or loan accounts with us) either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).
Money market Accounts Restrictions: You make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle or similar period of at least four (4) weeks to another of your accounts with us or to a third party by means of preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order of instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. You may make unlimited withdrawals (payments directly to you or transfers of funds from your account to any of your other deposit accounts or loan accounts with us) either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable). You will be charged \$10 per item excessive withdrawal fee if over limit.

- There is no limit on the amount of any transfer or withdrawal from the funds in your deposit accounts.

Fees and Charges for Automated Telephone Banking: There are no general fees for Automated Telephone Banking at this time. The Bank reserves the right to alter this at any time with proper notification to the customer.

Other EFT Transaction: You may access certain account(s) you maintain with us by other EFT transaction types as described below.

- **Electronic Check Conversion:** You may authorize a merchant to use your check as a source of information to initiate an EFT from your account. Electronic check conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an Electronic Fund Transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.
- **Re-presented Check Transactions and Fees:** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction, if debited as an EFT from a consumer account, is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.
- **Electronic Funds Transfer Initiated by Third Parties:** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers may be one time or recurring as directed by you, to make or receive payment. These transactions may be presented through Automated Clearing House (ACH) or other payment networks. The authorization given to a third party may occur in several different ways. In some cases, the merchant will post a sign informing you of their policies. In all cases you will need to provide your account number and the bank information to the third party. This information is provided on your checks as well as on your deposit or withdrawal slip. Whether over the phone, the Internet or via some other method, you should only provide your bank and account number to trusted third parties to initiate electronic funds transfers. Examples are as follows:
 - Preauthorized credits:** Direct deposits to be accepted into your checking or savings account(s)
 - Preauthorized payments:** To pay certain recurring bills from your checking or savings account(s)

The following limitations may be applicable to your accounts, except as provided by law:

Zero Liability for Unauthorized VISA Check Card Transactions:

The zero liability limit described below only applies to debit cards that are United States issued VISA Consumer Cards or VISA Business Cards for transactions processed through a VISA network or, for ATM transactions, a Plus network. The zero liability limit described below does not apply to: (a) other types of VISA commercial debit cards that are not VISA Business Cards;(b) transactions using your personal identification number that are not processed through a VISA network; and (c) ATM transactions which are not sent over VISA or Plus networks.

Tell us, **AT ONCE**, if you believe your VISA Check Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized VISA debit card transactions that are processed through a VISA or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (see for example the **Liability for Unauthorized Transfers** paragraph below) we may hold you liable for the entire amount of an unauthorized transaction if we find, based on substantial evidence, that you have been grossly negligent or fraudulent in the handling of your deposit account or VISA debit card.

For VISA Business Check Cards: (a) in order for an unauthorized transaction to be covered by the zero liability limit described above you must notify us within (60) calendar days of the mailing of the first statement showing the unauthorized transaction; and (b) an "unauthorized transaction" does not include any transaction allegedly conducted by (i) a business co-owner, (ii) the cardholder or person authorized by the cardholder, or (iii) any other person with an interest in or authority to transact business on the account.

To notify us of lost or stolen cards, or unauthorized transactions, call **863-494-2220**, or toll free **888-406-2220**, online at www.fsbarcadia.com or write to us at **First State Bank of Arcadia, P.O. Box 1400, Arcadia, FL 34265**. This will help prevent unauthorized access to your account and minimize any inconvenience. We may require you to provide a written statement regarding an unauthorized VISA debit card transaction in order for the zero liability limit described above to be applied.

VISA is a registered trademark of VISA in the United States and other countries.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability of Consumer for Unauthorized Transfers: Tell us, **AT ONCE**, if you believe your VISA Check Card PIN, FirstLine Telephone Banking PIN or Online Banking Password has been lost or stolen. 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 the unauthorized transfer involved your check card and if you notify us within two (2) business days after learning of the loss or theft, you can lose no more than \$50.00 if someone used your check card or PIN without your permission. If you do **NOT** notify us within two (2) business days after learning of the loss or theft of your check card or PIN, and we can prove that we could have stopped someone from using your check card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us **AT ONCE**. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances, (such as a hospital stay) kept you

from notifying us, we will extend the time periods. "Unauthorized use" means the use of your VISA check card by a person, other than you, who does not have actual, implied or apparent authority for such use, and for which you receive no benefit. To notify us of lost or stolen cards, or unauthorized transactions, call **863-494-2220**, toll free **888-406-2220**, contact us online at www.fsbarcadia.com or write to us at **First State Bank of Arcadia, P.O. Box 1400, Arcadia, FL 34265**. This will help prevent unauthorized access to your account and minimize any inconvenience. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions: You may not use your VISA Check Card or VISA Business Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days: For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Saturday, Sunday and Holidays are not included.

Stop Payments on ATM, POS, or VISA Check Card or Business Check Card Transactions: You may not place a stop payment order on an ATM, POS, or debit card transaction.

Documentation:

Periodic Statement: You will get a monthly account statement from us, unless there are no transactions in that particular month. In any case, you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the possible electronic transfer to or from the account is a preauthorized deposit.

Terminal Receipt: You can get a receipt at the time you make any transfer to or from your account using an ATM or a POS terminal.

Direct Deposits: If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at **(863) 494-2220**, toll free **888-406-2220**, contact us online at www.fsbarcadia.com or write us at **P.O. Box 1400, Arcadia, FL 34265** to find out whether or not your deposit has been made.

Our 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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the money in your account is subject to legal process or other claim restricting transfer
- If the transfer would go over the credit limit on your overdraft line
- If the ATM where you are making the transfer does not have enough cash

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken
- There may be other exceptions stated in our agreement with you

In Case of Errors or Questions About Your Electronic Transfers: Telephone us at (863) 494-2220, Toll Free at 888-406-2220, or contact us online at www.fsbarcadia.com or write us at [First State Bank of Arcadia, P.O. Box 1400, Arcadia, FL 34265] 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 sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any)
- Describe the error or 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
- Tell us the dollar amount of the suspected error

If you tell us orally, we do require that you send us your complaint or question in writing within ten (10) business days from the date of oral notification. Please send that written notification to [First State Bank of Arcadia, P.O. Box 1400, Arcadia, FL 34265].

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic funds transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

If a notice of error involves unauthorized use of your VISA check card when it is used at a point of sale terminal (signature based), we will provide a provisional credit within five (5) business days after you notify us. We may withhold providing this accelerated provisional credit, to the extent allowed under law, if the circumstances or account history warrants the delay. We require written notification prior to the issuance of the provisional credit. Please send that written notification to First State Bank of Arcadia, P.O. Box 1400, Arcadia, FL 34265.

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

- To complete transfers as necessary
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant
- To comply with government agency or court orders
- If you give us your written permission

Personal Identification Number (PIN): The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

Notices: All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective by the post marked date on the envelope, by the date of the email sent or the date of the phone call to the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement: In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS and Audio Response Services: You agree that we may terminate the Agreement and your use of the ATM Card, POS or Audio Response Services, if:

- You or any authorized user of your ATM PIN, POS card or PIN or Audio Response breach this or any other agreement with us
- We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or Audio response PIN
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing

Termination of the service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers:

Stop Payment Rights: If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us at 863-494-2220, toll free 888-406-2220, contact us online at www.fsdarcadia.com or write us at First State Bank of Arcadia P.O. Box 1400, Arcadia, FL 34265. Please allow time for us to receive your request within three (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 fourteen (14) days after you call. We will charge you \$33.00 for each stop payment order you give.

Notice of Varying Amounts: If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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.

Liability for Failure to Stop Payment of Preauthorized Transfers: If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses and damages.

Other Provisions: There may be a delay between the time a deposit is made and when it will be available for withdrawal. We reserve the right to refuse any transaction which draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

Savings and Money Market Limitations: You make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle or similar period of at least four (4) weeks to another of your accounts with us or to a third party by means of preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order of instruction, or by check, draft, debit card, or similar order made by you and payable to third parties. You may make unlimited withdrawals (payments directly to you or transfers of funds from your account to any of your other deposit accounts or loan accounts with us) either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

ATM SAFETY TIPS

As issuer of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

- Be aware of your surroundings, particularly at night
- Consider having someone accompany you when the automated teller machine is used
- It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction
- Refrain from displaying your ATM access device. Pocket it as soon as your transactions is completed
- Do not reveal your Personal Identification Number (PIN) to others. Avoid allowing others to view your PIN entry into an ATM. Memorize your PIN and do not carry your PIN on your person

- Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count cash later in the safety of your car or home
- Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave
- Go to the nearest public area where people are located if you are followed after making a transaction
- Report all crimes to law enforcement officials immediately