

Electronic Fund Transfers

First Bank
P.O. Box 1237
Clewiston, FL 33440
866-319-4093
www.first1bank.com

Electronic Fund Transfers Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may 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 financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution 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 or savings accounts.

- ***Preauthorized Payments.***

You may make arrangements to pay certain recurring bills from your checking or savings accounts.

- ***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.

First1Voice Banking Transactions

You may access your account by telephone using your touchtone telephone, account numbers, and personal identification number (PIN) to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings

- make payments from checking to loan account(s) with us
- get balance information about checking, savings, and loan account(s)
- get withdrawal history about checking or savings accounts for the last 12 months
- get deposit history about checking or savings accounts for the last 12 months

You may access your account for telephone transactions at the following number(s) and during the following hours:
(844) 377-5756, 24 hours a day, 365 days a year

Shazam Check Debit ATM Transactions

You may access your account(s) by ATM at Shazam, Cirrus, and Mastercard Networks using your Shazam Check Debit and your personal identification number (PIN) to:

- deposit funds to checking or savings account(s) with a debit card
- withdraw cash from checking or savings account(s) with a debit card
-you may withdraw no more than \$500.00 per day
- transfer funds from checking to savings with a debit card
- transfer funds from savings to checking with a debit card
- get balance information about checking or savings account(s) with a debit card.

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

Shazam Check Debit Point-of-Sale Transactions

You may access your checking or savings account(s) by debit card to do transactions that participating merchants will accept, including:

- purchase goods (in person, online, or by phone)
- pay for services (in person, online, or by phone)
- get cash from a participating merchant or financial institution
- send money, person to person payments using your Shazam Check Debit card.

Point-of-Sale Transactions - dollar limitations - Using your debit card:

- you may not exceed \$1,500.00 in transactions per day. The \$1,500.00 limit is reduced by the amount of any ATM withdrawals on the same day.

Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purposes. 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.

First1Digital Banking Transfers

You may access your accounts online at first1bank.com using your computer or similar, compatible device having online access and using your your password, security questions, and user name, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from your First Bank accounts to your accounts at other banks
- dollar limit \$2,500.00 per item
- transfer funds from your accounts at other banks to your accounts here at First Bank
- dollar limit \$2,500.00 per item
- transfer funds from Pay a Person to send money to individuals

- dollar limit \$2,800.00 per item
- dollar limit \$5,600.00 per day
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
 - you may transfer no more than \$5,000.00 per month
- make payments from savings to loan account(s) with us
- make payments from savings to third parties
 - you may transfer no more than \$5,000.00 per month

Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details.

You may also use this service to perform the following additional transactions that are **NOT** electronic fund transfers, and therefore not subject to this Electronic Fund Transfers disclosure:

- get balance information about checking or savings account(s)
- get withdrawal history about checking or savings accounts for the last 12 months
- get deposit history about checking or savings accounts for the last 12 months
- get transaction history about your checking or savings accounts
- get information about loan account(s)

(Any special access requirements, fees or limitations for these transactions will be provided separately.)

Bill Payment Service

You may access this service by computer at first1bank.com and logging into First1Digital Banking by a username and password.

You may access this service to:

- make payments from your First Bank account to a third party merchant or individual.

Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details.

First1 Mobile Banking

You may access your accounts for mobile banking services using your smart phone (a mobile phone having computing features such as third-party application capability, internet access, and other features as described in our technical specifications, provided separately), our mobile banking application (provided separately), your user name and password and during the initial set up for mobile banking, you will need your account number(s) and will be asked to create security questions .

You may use this service to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from your First Bank accounts to your accounts at other banks
 - dollar limit \$2,500.00 per item
- transfer funds from your accounts at other banks to your accounts here at First Bank
 - dollar limit \$2,500.00 per item
- transfer funds from Pay a Person to send money to individuals
 - dollar limit \$2,800.00 per item
 - dollar limit \$5,600.00 per day
- make payments from checking to loan account(s) with us

- make payments from checking to third parties
 - you may transfer no more than \$5,000.00 per month
- make payments from savings to loan account(s) with us
- make payments from savings to third parties
 - you may transfer no more than \$5,000.00 per month

Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details. Web access is needed to use this service. Check with your wireless carrier as data rates and other fees may apply.

You may also use this service to perform the following additional transactions that are **NOT** electronic fund transfers, and therefore not subject to this Electronic Fund Transfers disclosure:

- get balance information about your checking or savings accounts
- get withdrawal history about checking or savings accounts for the last 12 months
- get deposit history about checking or savings accounts for the last 12 months
- get information about loan account(s)

(Any special access requirements, fees or limitations for these transactions will be provided separately.)

Limits and Fees

Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

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 fund transfer).

Documentation

Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine 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 at least once every 60 days from the same person or company:

- you can call us at 866-319-4093 to find out whether or not the deposit has been made.

Periodic Statements. You will get a monthly account statement from us for your checking account(s).

You will get a monthly account statement from us for your savings account(s), unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

You will get a quarterly account statement from us for your savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits.

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 three 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.

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.)

Liability for Failure to Stop Payment of Preauthorized Transfer.

If you order us to stop one of these payments three 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 automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

Confidentiality

We will 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 described in our privacy policy disclosure, provided separately.

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 after the statement was mailed 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.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limits on Liability for Shazam Check Debit.* You will not be liable for any unauthorized transactions using your Shazam Check Debit if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card

from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

(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.

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 disclosure, 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 after we sent the FIRST statement 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 (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 (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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

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.

When you contact us regarding errors or unauthorized transactions involving your debit card, you will be further instructed to call our dispute servicing department (Shazam). You can contact Shazam dispute services at (833) 288-1126.

If you have inquiries regarding your account or need more information regarding our error resolution procedures, please contact us at:

First Bank
P.O. Box 1237
Clewiston, FL 33440
BUSINESS DAYS: Monday through Friday
Holidays are not included.
PHONE: 866-319-4093

Additional Terms

Mastercard® Automatic Billing Updater (ABU) is a free service that is automatically provided for your debit card. Outof-date card information can result in declined merchant transactions. With ABU, your account files will be updated when

information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes.

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.

- 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.
- 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.
- Compare your records with the account statements you receive.
- Don't lend your ATM card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 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.
- 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.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- When you make a transaction, be alert to 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 lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
- 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.
- 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.
- 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.
- 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.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST