

WELCOME  
TO SEACOAST.



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ADDITIONAL  
INFORMATION

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# OVERDRAFTS

## WHAT ARE SEACOAST'S OVERDRAFT FEES AND POLICIES?

Every bank's policies and fees differ when it comes to overdrafts. An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. Standard overdraft policies that come with your account.
2. Overdraft Protection Plans, such as a link to a savings account, which may provide savings over our standard overdraft fees.

This page explains our standard overdraft policies.



To learn more about our Overdraft Protection Policy, visit your local branch or call our 24/7 local Florida Customer Service Center at 800.706.9991.

### STANDARD OVERDRAFT POLICIES

We authorize and pay overdrafts for the following types of transactions:

- Checks
- Transactions using your checking account number
- Automatic bill payments
- Debit card transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to:

- ATM transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

We require that you give us permission in order for us to provide overdraft protection for ATM or everyday debit card transactions. We offer this as a convenience and to provide a safety net to our customers.

### FEES ASSOCIATED WITH OVERDRAFT PROTECTION

- For each overdraft item, you will be charged a fee of \$35.00.
- If your account is overdrawn for 4 or more consecutive days, we will charge an additional \$5.00 per day.
- There is no daily limit on the total fees you can be charged for overdrawing your account.

When there is not enough money in your account to pay for everything that requires payment, we follow these standard payment orders:

1. **Our policy is to pay according to the dollar amount, paying the largest items first.**
2. Our payment policy will cause your largest, and perhaps more important, items to be paid first—such as your rent or mortgage payment—but this may increase the fees you have to pay when funds are not available to pay other items.
3. If a check, item or transaction—other than an ATM or everyday debit card transaction—is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF).
4. A per-item fee is imposed for overdrafts and NSF created by checks, in-person withdrawals, ATM withdrawals, Point of Sale (POS) or by other electronic means.

### AVOID OVERDRAFT FEES

- Keep careful records and practice good account management.
- Enroll in Online Banking and establish alerts to assist with managing your money.

# FUNDS AVAILABILITY POLICY

## WHAT IS OUR FUNDS AVAILABILITY POLICY?

Our general policy is to make funds from your in-branch cash and check deposits, and direct deposits available to you on the business day we receive your deposit.

- Check deposits made at a Seacoast Automated Teller Machine (ATM) or through Mobile Banking will be 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.
- Cash deposits made at the ATM before 7 p.m. are immediately available. If the deposit is made after 7 p.m., it is posted and the funds are available the next business day.
- Check deposits made at the ATM or through Mobile Banking before 7 p.m. are available on the next business day. Check deposits made after 7 p.m. are available the 2<sup>nd</sup> business day.
- If you make a deposit at a Seacoast ATM or by using Mobile Digital Deposit on a Friday after 7 p.m., the funds will be available Tuesday. Any incoming transactions will not be covered with these funds.

All check deposits are subject to verification and may be subject to longer holds. For more information, please refer to Seacoast’s Deposit Account Agreement, section “Your Ability to Withdraw Funds” on page 26.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Cash deposit made before 7PM immediately available						
Cash deposit made after 7PM available next day						
	Check deposit made before 7PM available next day					
		Check deposit made after 7PM available on 2 <sup>nd</sup> business day				
				Deposit made on Friday before 7PM available Monday		
				Deposit made on Friday after 7PM available Tuesday		

# ACCOUNT FEES & SERVICE CHARGES

Effective October 22, 2018

## DEPOSIT

Account closing (90 days from open date)	\$ 15.00
IRA Closing Fee	\$ 25.00
Coin (per roll deposited)	\$ 0.10
Currency (per strap deposited)	\$ 0.60
Collection fees (customer only)	
Outgoing & incoming	\$ 20.00
Canadian Check Collection	1.00%
Bond coupon processing (per envelope)	\$ 6.00
Dormant account (per month) <sup>1</sup>	\$ 15.00
Excessive transactions	
Money Market Account (per month)	\$ 10.00
Savings Account (per transaction)	\$ 3.00
Garnishment/Execution/Levies	\$ 250.00
Interim statement (ATM/Branch)	\$ 2.00
Non-Sufficient Funds/Overdrafts	
For each item	\$ 35.00
Accounts overdrawn 4 or more consecutive days will be subject to a daily fee	\$ 5.00
Overdraft protection transfer	\$ 10.00
Privately printed checks reject charge fee (per check)	\$ 1.00
Return deposited item	\$ 12.00
Re-deposit of Returned Item	\$ 3.00
Return Mail (per month)	\$ 5.00
Remote Deposit Capture	
Multi Feed Scanner	\$ 50.00
Single Feed Scanner	\$ 30.00
Stop Payment	\$ 35.00

## RESEARCH

Per hour (one hour minimum, plus costs below)	\$ 30.00
Per check image	\$ 3.00
Per statement copy	\$ 10.00
Balancing (per hour)	\$ 30.00

## ATM DEBIT CARD

Inquiry or transactions at non-Seacoast ATMs	\$ 2.50
International transaction conversion	1.00%
Visa® Non-Currency Conversion	0.80%

## WIRE TRANSFER

Domestic	
Outgoing (In branch and wire room assisted)	\$ 35.00
Outgoing (Online)	\$ 12.00
Incoming	\$ 15.00
International	
Outgoing (In branch and wire room assisted)	\$ 50.00
Outgoing (Online)	\$ 30.00
Incoming	\$ 35.00
Verification	\$ 5.00
Return Wire fee	\$ 20.00
Drawdown fee	\$ 12.00

## ONLINE BANKING

Personal	
With select accounts	No Cost
Outgoing external transfer (per item)	\$ 3.00
Digital deposits (per item)	No Cost

## ONLINE BANKING (CONT.)

Business	
Standard (up to 10 accounts)	No Cost
Plus (up to 10 accounts)	\$ 20.00
\$5.00 for each additional account	

## ONLINE SERVICES

Direct Connect (per month)	
Personal	\$ 6.95
Business	\$ 14.95

## MOBILE BANKING

Personal	
With select accounts	No Cost
Digital deposits	No Cost
Business	
With all account types	No Cost
Digital deposits	No Cost

## LOAN

Reamortization schedule	\$ 250.00
Estoppel letter	\$ 25.00
Research per hour	\$ 30.00
Research per photocopy	\$ 1.00
Subordination Agreement	\$ 150.00
Faxed	\$ 15.00

## SAFE DEPOSIT BOX<sup>2</sup>

2" x 5"	\$ 45.00
3" x 5"	\$ 55.00
3" x 10"	\$ 75.00
5" x 5"	\$ 65.00
5" x 10"	\$ 100.00
10" x 10"	\$ 165.00
13" x 10"	\$ 190.00
18" x 11"	\$ 195.00
36" x 11"	\$ 315.00
Late Fee	\$ 10.00
Lost Key	\$ 20.00
Drilling	\$ 200.00

## OTHER

Cashier's Checks	\$ 10.00
Money Orders (\$750.00 or less)	\$ 5.00
Check printing (prices vary depending on style & quantity)	
Temporary Check (3 for \$1.00)	\$ 1.00
Notary Service (Non-Customer)	\$ 10.00
Photocopy (per page, \$1.00 minimum)	\$ 0.25
Fax (1st page)	\$ 2.50
Each Additional Page	\$ 1.50
Check Cashing (Non-Customer >= \$2,500)	2%
Check Cashing (Non-Customer < \$2,500)	\$ 7.00

1. 12 months for checking accounts / 24 months for savings accounts.

2. These fees become effective upon your annual renewal date. Discounts may apply based on your relationship.

# FDIC INSURANCE

- The FDIC Standard Maximum Deposit Insurance Amount (SMDIA) for deposits has been permanently increased to \$250,000 per depositor per insured financial institution.
  - The FDIC has developed a tool called the Estimator, EDIE, to calculate whether you are within the FDIC coverage limits at any FDIC-insured bank. This calculator is easy to use and is available at the FDIC website. Before you begin, identify all the deposit accounts that you have with a financial institution.
- Then just follow the simple steps on EDIE to calculate your coverage. For additional information regarding FDIC insurance coverage, we encourage you to visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) or call 1.877.ASK.FDIC (1.877.275.3342).
- If you have accounts at both Seacoast and First GREEN Bank, your deposits will be separately insured for at least 6 months starting Friday, October 19<sup>th</sup>. Your CDs may be separately insured for 6 months after this date or until maturity, whichever is later. In addition, if the CD renews for the same term and amount during the 6-month transition period, then the CD will continue to be insured separately until the next renewal date. For more information, contact the FDIC as previously referenced.
  - Seacoast can offer you greater FDIC coverage through our CDARS and ICS programs. For more information, contact our 24/7, 365 local Florida Customer Service Center at 800.706.9991.



# 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

Questions? Call toll-free 800.706.9991 or go to [SeacoastBank.com](http://SeacoastBank.com)

WHAT WE DO	
How does Seacoast National Bank protect my personal information?	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.
How does Seacoast National Bank collect my personal information?	<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>
Why can't I limit all sharing?	<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	
Affiliates	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• Seacoast National Bank's affiliates include Seacoast Insurance Services and property service companies.</li> </ul>
Nonaffiliates	<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>• Seacoast National Bank does not share information with nonaffiliates.</li> </ul>
Joint Marketing	<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>• Our joint marketing partners include our credit card partner, securities broker dealer, leasing, and service providers.</li> </ul>
OTHER IMPORTANT INFORMATION	
State Law	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.
Important Notice about Credit Reporting	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.



# HEALTH SAVINGS ACCOUNT

## HEALTH SAVINGS ACCOUNT DISCLOSURE STATEMENT

### THIS DISCLOSURE STATEMENT.

This Disclosure Statement provides you, or your beneficiaries after your death, with a summary of the rules and regulations governing this HSA.

### DEFINITIONS

The Health Savings Custodial Account agreement contains a definitions section. The definitions found in such section apply to this Agreement. It refers to you as the account owner, and us as the custodian. References to "you," "your," and "HSA owner" will mean the account owner, and "we," "us," and "our" will mean the custodian. Upon your death, your spouse beneficiary, if applicable, becomes "you" for purposes of this Disclosure Statement. In the event you appoint a third party, or have a third party appointed on your behalf to handle certain transactions affecting your HSA, such third party will be considered your agent and, therefore, "you" for purposes of this Disclosure Statement. Additionally, references to "HSA" will mean the custodial account.

### FOR ADDITIONAL GUIDANCE

It is in your best interest to seek the guidance of a tax or legal professional before completing any HSA establishment documents. Your first reference for questions concerning your HSA should be Internal Revenue Code (IRC) Section 223, other relevant IRC sections, and all additional Internal Revenue Service (IRS) guidance; IRS publications that include information about HSAs; any additional provisions or amendments to such documents; and this Disclosure Statement. For more information, you can also refer to the instructions to your federal income tax return, your local IRS office, or the IRS's web site at [www.irs.gov](http://www.irs.gov).

## HSA RESTRICTIONS AND APPROVAL

- 1) Health Savings Custodial Account Agreement.** This Disclosure Statement and the Health Savings Custodial Account agreement, amendments, application, and additional provisions set forth the terms and conditions governing your HSA. Such documents are the "Agreement."
- 2) Individual/Family Benefit.** This HSA must be for the exclusive benefit of you, your spouse, and your dependents and, upon your death, your beneficiaries. The HSA must be established in your name and not in the name of your beneficiary, living trust, or another party or entity.
- 3) Beneficiary Designation.** By completing the appropriate section on the corresponding Health Savings Account Application you may designate any person(s) as your beneficiary to receive your HSA assets upon your death. You may also change or revoke an existing designation in such manner and in accordance with such rules as we prescribe for this purpose. If there is no beneficiary designation on file at the time of your death, or if none of the beneficiaries on file are alive at the time of your death, your HSA assets will be paid to your estate. We may rely on the latest beneficiary designation on file at the time of your death, will be fully protected in doing so, and will have no liability whatsoever to any person making a claim to the HSA assets under a subsequently filed designation or for any other reason.
- 4) Cash Contributions.** Regular or annual HSA contributions must be in cash, which may include a check, money order, or wire transfer. It is within our discretion to accept in-kind contributions for rollovers, transfers, or similar transactions.
- 5) HSA Custodian.** An HSA custodian must be a bank, an insurance company, a person previously approved by the IRS to be a trustee of an individual retirement account (IRA) or Archer Medical Savings Account (MSA) or any other person approved by the IRS.
- 6) Prohibition Against Life Insurance and Commingling.** None of your HSA assets may be invested in life insurance contracts, or commingled with other property, except in a common trust fund or common investment fund.
- 7) Nonforfeitable.** The assets in your HSA are not forfeitable.
- 8) Cash or In-Kind Rollovers.** You may be eligible to make a rollover contribution of your HSA or Archer MSA distribution, in cash or in

kind, to an HSA. These and other potential rollovers to and from HSAs are described in greater detail elsewhere in this Disclosure Statement.

- 9) No Prohibited Transactions.** There are negative consequences if you enter into prohibited transactions with your HSA (e.g., you may not sell, exchange, or lease property, borrow or lend money, pledge the HSA, furnish goods, services or facilities, transfer to or use by or for your benefit any assets of the HSA). If you engage in a prohibited transaction with your HSA, the sanction, in general, is disqualification of the HSA. Thus, the HSA stops being an HSA as of the first day of the taxable year of the prohibited transaction. The assets of your HSA are deemed distributed, and the appropriate taxes, including the additional 20 percent tax for distributions not used to pay for or reimburse qualified medical expenses, apply.
- 10) IRS Approval of Form.** This Agreement includes an IRS Forms 5305 series agreement. This IRS document has been approved by the IRS. This approval is not a determination of its merits, and not an endorsement of the investments provided by us or the operation of the HSA.
- 11) State Laws.** State laws may affect your HSA in certain situations, including deductions, beneficiary designations, agency relationships, consent, taxes, tax withholding, and reporting.

## HSA ELIGIBILITY

- 1) Eligibility for an HSA.** You are an eligible individual and may make or receive an HSA regular contribution if, with respect to any month, you:
  - a) are covered under a high-deductible health plan (HDHP);
  - b) are not covered by any other type of health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage);
  - c) are not enrolled in Medicare; and
  - d) may not be claimed as a dependent on another person's tax return.
- 2) High-Deductible Health Plan.** Generally, an HDHP is a health plan that provides significant benefits and satisfies certain requirements with respect to deductibles and out-of-pocket expenses. For purposes of this HSA, a high-deductible health plan is a plan with a minimum annual deductible and an out-of-pocket expense limit as follows:

TAX YEAR	HDHP COVERAGE	MINIMUM DEDUCTIBLE	OUT-OF-POCKET EXPENSE LIMIT
2017	Self-Only	\$1,300	\$6,550
2017	Family	\$2,600	\$13,100
2018	Self-Only	\$1,300*	\$6,550*
2018	Family	\$2,600*	\$13,100*

\*Subject to annual cost-of-living adjustments, if any.

A plan shall not fail to be treated as an HDHP by reason of failing to have a deductible for preventive care. An HDHP may therefore provide preventive care benefits without a deductible or with a deductible below the minimum annual deductible.

**3) Permitted Insurance.** You are eligible for an HSA if you have coverage for any benefit provided by permitted insurance. An example of permitted insurance is insurance for a specific disease or illness, such as cancer insurance.

In addition, you are eligible for an HSA if you have coverage (whether provided through insurance or otherwise) for accidents, disability, dental care, vision care, or long-term care.

## HSA CONTRIBUTIONS

**1) Who Can Make Regular or Annual Contributions.** If you meet the eligibility requirements for an HSA, you, your employer, your family members, or any other person (including nonindividuals) may contribute to your HSA. This is true whether you are self-employed or unemployed.

**2) Regular or Annual Contributions.**

a) **Maximum Annual Contributions.** In general, the maximum annual contribution is the contribution limit based on HDHP coverage as shown in the following chart:

TAX YEAR	HDHP COVERAGE	CONTRIBUTION LIMIT	CATCH-UP CONTRIBUTION LIMIT	TOTAL CONTRIBUTION LIMIT
2017	Self-Only	\$3,400	\$1,000	\$4,400
2017	Family	\$6,750	\$1,000	\$7,750
2018	Self-Only	\$3,400*	\$1,000	\$4,400*
2018	Family	\$6,750*	\$1,000	\$7,750*

\*Subject to annual cost-of-living adjustments, if any.

Your maximum annual contribution is generally determined by adding together your monthly contribution limits for the year. Your monthly contribution limit is determined on the first day of each month that you are an eligible individual. A monthly contribution limit is 1/12 of the annual contribution limit based on your health plan coverage (self-only or family) for such month.

However, your maximum annual contribution may be a greater amount if you are an eligible individual on the first day of the last month (December 1 for calendar-year taxpayers). If so, you are treated as an eligible individual for all months of the tax year and you may contribute up to such tax year's annual contribution limit based on your HDHP coverage (self-only or family) on December 1 (for calendar-year taxpayers). If your maximum contribution amount determined under this method is greater than your monthly-determined maximum, and you contribute the greater amount, a testing period applies. The testing period for this provision begins with the last month of the contribution year and ends on the last day and the 12th month following such month (December 31 for calendar-year taxpayers). If you do not continue to be an eligible individual for the entire testing period, unless you die or become disabled, the difference between your monthly-determined maximum and the amount you contributed is includable in your gross income for the year of failure and is subject to a 10 percent penalty tax. For example, if you are an eligible individual and enroll in self-only HDHP coverage on January 1 but change to family HDHP coverage on November 1 and retain family HDHP coverage through December 31 of the same year, you may be

able to contribute up to the full annual contribution limit for family coverage (plus catch-up if you are eligible) because it is greater than the sum of the monthly contribution limits (10/12 of the self-only annual limit plus 2/12 of the family limit).

**b) Qualified HSA Funding Distribution.** If you are an eligible HSA individual, you may elect to take a qualified HSA funding distribution from your IRA (not including ongoing SEP and SIMPLE IRAs) to the extent such distribution is contributed to your HSA in a trustee-to-trustee transfer. This amount is aggregated with all other annual HSA contributions and is subject to your annual HSA contribution limit. The contribution is made for the tax year of the distribution. A qualified HSA funding distribution election is irrevocable and is generally available once in your lifetime. A testing period applies. The testing period for this provision begins with the month of the contribution to your HSA and ends on the last day of the 12th month following such month. If you are not an eligible individual for the entire testing period, unless you die or become disabled, the amount of the contribution made under this provision will be includable in gross income for the tax year of the month you are not an eligible individual, and is subject to a 10 percent penalty tax.

**c) Annual Contributions Aggregated.** If you have more than one HSA, the aggregate annual contributions to all the HSAs are subject to the contribution limit. This limit is decreased by the aggregate contributions to an Archer MSA. The same annual contribution limit applies whether the contributions are made by you, your employer, your family members, or any other person (including nonindividuals). Contributions may be made on your behalf even if you have no compensation or if the contributions exceed your compensation.

**d) Catch-Up Contributions.** Catch-up contributions are HSA contributions made in addition to any other regular HSA contributions. You are eligible to make catch-up contributions if you meet the eligibility requirements for regular contributions and are age 55 or older by the end of your taxable year and not enrolled in Medicare. As with the annual contribution limit, the catch-up contribution is generally computed on a monthly basis. However, you may be eligible to contribute the entire catch-up contribution amount even if you are not an eligible individual for the entire tax year using the same first day of the last month eligibility rules and testing period applicable to the annual contribution limit.

**3) One or Both Spouses Have Family Coverage.** You and your spouse are treated as having family coverage if one or both of you has family coverage. The contribution limit is divided equally between you and your spouse, unless each of you agree on a different division. The family coverage limit is reduced further by any contribution to an Archer MSA. However, each of you may make the catch-up contributions without exceeding the family coverage limit.

**4) Contribution Deductibility.**

**a) Your Contributions.** Contributions made by you to an HSA, which do not exceed the maximum annual contribution amount, are deductible by you when determining your adjusted gross income. You are not required to itemize deductions in order to take this deduction. However, you cannot also deduct the contributions as medical expenses under Internal Revenue Code (IRC) Section 213. Contributions by family members or any other person (including nonindividuals) on your behalf are also deductible by you. A contribution from an IRA is not deductible.

**b) Employer Contributions.** Employer contributions are treated as employer-provided coverage for medical expenses under an accident or health plan and are excludable from your gross income. The employer contributions are not subject to withholding from wages for income tax or subject to the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), or the Railroad Retirement Tax Act. Contributions to your HSA through a cafeteria plan are treated as employer contributions. You cannot deduct employer contributions on your federal income tax return as HSA contributions or as medical expense deductions under IRC Section 213.

**5) Contribution Deadline.** You or your employer may make regular and catch-up HSA contributions any time for a taxable year up to and including your federal income tax return due date, excluding extensions, for that taxable year. The due date for most taxpayers is April 15.

**6) Return of Mistaken Distribution.** If you mistakenly distribute assets from the HSA, our policies may allow you to return the assets to the HSA. If you are able to return a mistaken distribution, you will need to be prepared to provide the IRS with clear and convincing evidence that the HSA distribution was the result of a mistake

of fact due to reasonable cause. A mistaken distribution can be returned no later than April 15 following the first year you knew or should have known the distribution was a mistake.

## MOVING ASSETS TO AND FROM HSAs

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There are a variety of transactions that allow you to move assets to and from your HSA. We have sole discretion on whether we will accept, and how we will process, movements of assets to and from HSAs. We or the other financial organization involved in the transaction may require documentation for such activities.

- 1) **HSA-to-HSA Transfers.** You may transfer all or a portion of your HSA assets from one HSA to another HSA. An HSA transfer means that the HSA assets move from one HSA to another HSA in a manner that prevents you from cashing or liquidating the HSA assets, or even depositing the assets anywhere except in the receiving HSA. You may be required to complete a transfer authorization form prior to transferring your HSA assets.
- 2) **Archer MSA-to-HSA Transfers.** A transfer of Archer MSA assets to an HSA is permitted. However, HSA assets cannot be transferred to an Archer MSA.
- 3) **HSA-to-HSA Rollovers.** An HSA rollover is another way to move assets tax-free between HSAs. You may roll over all or a portion of your HSA assets by taking a distribution from an HSA and recontributing it as a rollover contribution into the same or another HSA. Rollovers to HSAs are not allowed from traditional or Roth IRAs and employer-sponsored retirement plans. You must report your HSA rollover to the IRS on your federal income tax return. Your contribution may only be designated as a rollover if the HSA distribution is deposited within 60 calendar days following the date you receive the distributed assets. You are limited to one rollover per 1-year (12-month) period. You may only roll over one HSA distribution per 1-year period aggregated between all of your HSAs. For example, if you have HSA 1, HSA 2, and HSA 3, and take a distribution from HSA 1 and roll it over into a new HSA 4, you will have to wait 1 year from the date of that distribution to take another distribution from any of your HSAs and subsequently roll it over into an HSA.
- 4) **Archer MSA-to-HSA Rollovers.** Rollovers from an Archer MSA to an HSA are permitted according to the same rules as HSA-to-HSA distributions and rollovers. However, HSA assets cannot be rolled over to an Archer MSA.

## HSA DISTRIBUTIONS

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You or, after your death, your beneficiary may take an HSA distribution, in cash or in kind based on our policies, at any time. However, depending on the timing and amount of your distribution you may be subject to income taxes and/or penalty taxes. HSA custodians/trustees do not determine whether HSA distributions are used for qualified medical expenses.

- 1) **Removal of Excess Contributions.** You may withdraw all or a portion of your excess contribution and attributable earnings by your federal income tax return due date, including extensions, for the taxable year for which the contribution was made. The excess contribution amount distributed will generally not be taxable, but the attributable earnings on the contribution will be taxable in the year in which the distribution is received. If you timely file your federal income tax return, you may still remove your excess contribution, plus attributable earnings, as late as October 15 for calendar year filers.
- 2) **Qualified Medical Expenses.** Qualified medical expenses are expenses paid by you, your spouse, or your dependents for medical care as defined in IRC Section 213(d) or as otherwise permitted by law, but only to the extent the expenses are not covered by insurance or otherwise. The qualified medical expenses must be incurred only after the HSA has been established.
- 3) **Death.** Upon your death, any balance remaining in your HSA becomes the property of the beneficiaries named in the HSA agreement.
  - a) **Spouse.** If your spouse is the beneficiary of your HSA, the HSA becomes his/her HSA as of the date of your death. We may require your spouse to transfer the assets to an HSA of his/her own. Your spouse is subject to income tax only to the extent distributions from the HSA are not used for qualified medical expenses.
  - b) **Nonspouse.** If your beneficiary is not your spouse, the HSA

ceases to be an HSA as of the date of your death. If your beneficiary is your estate, the fair market value of your HSA as of the date of your death is taxable on your final return. For other beneficiaries, the fair market value of your HSA is taxable to them in the tax year that includes such date. For such a person (except your estate), this amount is reduced by any payments from the HSA made for your qualified medical expenses, if paid within one year after your death.

- 4) **Removal of Employer Contributions.** If your employer contributes an amount in excess of the maximum annual contribution amount, or if your employer makes a contribution to your HSA but you were never an eligible individual, your employer may request a distribution from your HSA to correct the error.

## FEDERAL INCOME TAX STATUS OF DISTRIBUTIONS

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- 1) **Taxation.** Distributions from your HSA used exclusively to pay for or reimburse qualified medical expenses of you, your spouse, or your dependents are excludable from gross income. In general, amounts in an HSA can be used for qualified medical expenses and will be excludable from gross income even if you are not currently eligible for contributions to the HSA. However, any amount of the distribution not used exclusively to pay for or reimburse qualified medical expenses of you, your spouse, or your dependents is includable in your gross income and is subject to an additional 20 percent tax penalty on the amount includable, except in the case of distributions made after your death, your disability, or your attainment of age 65. HSA distributions which are not rolled over will be taxed as income in the year distributed, unless they are used for qualified medical expenses. You may also be subject to state or local taxes and state withholding on your HSA distributions.
- 2) **Earnings.** Earnings, including gains and losses, on your HSA will not be subject to federal income taxes until they are considered distributed.
- 3) **Ordinary Income Taxation.** Your taxable HSA distribution is usually included in gross income in the distribution year.

## ESTATE AND GIFT TAX

The designation of a beneficiary to receive HSA distributions upon your death will not be considered a transfer of property for federal gift tax purposes. Upon your death, the value of all assets remaining in your HSA will usually be included in your gross estate for estate tax purposes, regardless of the named beneficiary or manner of distribution. There is no specific estate tax exclusion for assets held within an HSA.

## ANNUAL STATEMENTS

Each year we will furnish you and the IRS with IRS-required statements reflecting the activity in your HSA.

## FEDERAL TAX PENALTIES

Several tax penalties may apply to your various HSA transactions, and are in addition to any federal, state, or local taxes. Federal penalties and excise taxes are generally reported and remitted to the IRS along with your federal income tax return. The penalties may include any of the following taxes:

- 1) **Additional Tax.** Any amount of a distribution not used exclusively to pay for or reimburse qualified medical expenses of you, your spouse, or your dependents is subject to an additional 20 percent tax on the amount includable in your gross income, except in the case of distributions made after your death, your disability, or your attainment of age 65. Separately, any failure to meet a required testing period resulting in amounts includable in gross income will make such amounts subject to an additional 10 percent tax.
- 2) **Excess Contribution Penalty Tax.** If a contribution to your HSA exceeds the amount you are eligible for, you have an excess contribution, which is subject to a 6 percent excise tax. The excise tax applies each year that the excess contribution remains in your HSA.

## HSA CARDHOLDER AGREEMENT

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### INTRODUCTION

These terms of use ("Terms of Use" or "Terms") set forth the terms and conditions governing the Seacoast Health Savings Account Debit Card(s) ("Card(s)") issued by Seacoast National Bank ("Seacoast") to You. The Terms of Use supplement the Health Savings Account Custodial Agreement ("Custodial Agreement") and accompanying

documents that have been separately provided to the Accountholder. In the event of a conflict between the Terms of Use and the Custodial Agreement, the Terms of Use shall control. Undefined terms herein have the meaning assigned to them in the Custodial Agreement. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of Seacoast and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. In these Terms of Use, the words "You" and "Your" refer to the Accountholder and any other person that the Accountholder has authorized to access the Health Savings Account ("HSA") through the Seacoast HSA Debit Card. The term "Accountholder" means the person who owns the HSA associated with the Card. "We", "Us" and "Our" mean Seacoast, Our successors, affiliates or assigns. Please read these Terms carefully and keep them for future reference.

#### **DEFINITION**

The Card is a Prepaid Debit Card. An HSA is an individual account established under Section 223 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). The Card allows You to access funds which have been contributed to the deposit account portion of the HSA ("HSA Deposit Account"). The Card is not connected in any way to any other account.

#### **TERMS OF USE**

You understand that the Accountholder may have to pay taxes and penalties on a distribution if the Card is not used to pay for a qualified medical expense under Section 213(d) of the Code of the Accountholder or the Accountholder's spouse or "tax dependents" as defined in Section 223(d)(2)(A) of the Code (generally, family members whom the Accountholder is allowed to claim as dependents on his or her federal tax return, as defined in Section 152 of the Code). The Accountholder is responsible for keeping records to show whether the Card was used to pay for qualified medical expenses. For more information, refer to the Custodial Agreement. You acknowledge that in order to process the Card transactions it may be necessary to disclose information regarding the HSA to third party service providers. These third party service providers will be contractually required to keep Your information confidential. You understand that You may withdraw this consent at any time by calling the telephone number on the back of the Card, but, if You withdraw Your consent, you will no longer be entitled to use the Card. The consent above will be considered Your consent to the "Terms of Use," and You understand that Your acceptance of these Terms (by activation of the Card) and Your reliance on them has created a binding contractual commitment on Your part regarding Your use of the Card. You also understand that You will renew and reaffirm Your agreement to the Terms each time You use or permit the Card to be used for payment.

#### **DEPENDENTS**

The Accountholder may request that additional Cards be issued to persons whom the Accountholder authorizes to have access to the funds associated with the HSA ("Dependents"). Only the Accountholder may request that additional Cards be issued to Dependents. We reserve the right to limit the number of additional Cards that will be issued. Dependents may obtain information regarding the balance and transaction history on the Card through various means, including through telephone inquiries, at Seacoast branches, and/or online portal. By requesting one or more Cards for Dependents, the Accountholder gives Us his or her consent to permit Dependents to obtain this information. The Dependent understands that the Accountholder and the Accountholder's other Dependents will be able to access his or her transaction history. If the Accountholder wants to revoke the authority of a Dependent to use a Card, he or she must contact customer service at 1-800-706-9991 and tell Us to cancel that person's Card. We may continue to allow a Dependent to use a Card until We receive, and have a reasonable opportunity to act on, notice from the Accountholder that the Dependent is no longer permitted to use the Card. HSA funds may only be used for qualified medical expenses of the Accountholder and his or her spouse and tax dependents as those terms are defined in Section 223(d)(2) of the Code. To the extent that a Dependent does not qualify as the Accountholder's spouse or tax dependent as so defined, such Dependent should not use the Card for his or her own expenses. If the Dependent does use the Card for his or her own expenses, the Accountholder is responsible for any tax ramifications.

#### **USING THE CARD**

If You permit any person to use the Card, We will be entitled to assume that the Accountholder has authorized such person to use the Card and the Accountholder will be responsible for any transactions initiated by such person with the Card. To protect against fraud, we may limit the amount or number of transactions You can make on the Card. If there is a change in the HSA program, we may issue a new Card to You to accommodate the change. If You do not use Your Card for an extended period of time, We may close Your Card and not reissue a new Card at the expiration date but the Accountholder has the right to request a new Card. Your Card must not be used for any unlawful purpose (for example, funding any account that is set up to facilitate Internet gambling). You agree to take steps to ensure that You do not use Your Card for any transaction that is illegal under the laws governing Your Card and Your HSA. In addition, Seacoast (as the issuer of Your Card) reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transactions record or otherwise as engaged in such business.

#### **DISTRIBUTIONS FROM HSA DEPOSIT ACCOUNT/PAYMENT**

Distributions made using the Card will be made from cash in the HSA Deposit Account. Each time You use the Card, You authorize us to debit the amount of the transaction from the HSA Deposit Account. You are not allowed to exceed the balance available in the HSA Deposit Account, through an individual transaction or a series of transactions. On any day when cash in the HSA Deposit Account is not sufficient to cover the distribution, Your request for a distribution may be declined. If a transaction exceeds the balance available in the HSA Deposit Account (an "overdraft"), the Accountholder shall remain fully liable to Seacoast for the amount of the transaction.

#### **USE OF THE CARD**

You may use Your Card to make POS purchases of goods and services at merchants wherever Visa debit cards are accepted (subject to availability and the daily POS limit).

#### **FAILURE TO COMPLETE TRANSACTIONS**

Neither Seacoast nor any other bank or merchant will be liable to You for failure to accept or honor the Card. We are also not liable for incomplete transactions due to insufficient funds in the HSA Deposit Account. If You authorize a transaction and then fail to make a purchase of that item as planned, the approval will result in a hold for that amount of funds for several days.

#### **PARTIAL AUTHORIZATION**

If the amount of Your transaction is more than the amount of funds on Your Card at the time of the transaction, depending on the merchant's policy, You may be able to use the available balance on Your Card to pay for a portion of the purchase price and then use another form of payment to pay the balance of the purchase price. This is called a "Partial Authorization" transaction because You are obtaining authorization to use the amount of funds available on Your Card and paying any balance due with another form of payment. If the merchant has the capability and is willing to do Partial Authorizations, first request that the merchant debit or charge Your Card. The merchant will receive an authorization for an amount equal to that available balance on the Card. The merchant will then notify You of any amounts due in excess of that available balance, and You can use another form of payment to pay the remaining balance. Some retailers will only allow a Partial Authorization transaction if the second form of payment is cash or check. We do not guarantee that any merchant will have the capability to do Partial Authorizations or be willing to accept two forms of payment, such as two types of cards (including the Card), or the Card and cash. We may set caps on the dollar value of transactions that will qualify for Partial Authorization.

#### **AUTHORIZATION HOLDS FOR CARD TRANSACTIONS**

For all Card purchase transactions, please note that We are permitted to place a temporary hold against some or all of the funds in Your HSA Deposit Account if and when an authorization request from a merchant is obtained. We refer to this temporary hold as an "Authorization Hold", and it will be subtracted from the balance in the HSA Deposit Account. Your "available balance" is the most current record We have about the funds that are available for withdrawal from the HSA Deposit Account. It does not reflect all Your outstanding checks, automatic bill payments (such as ACH and recurring debit card transactions) that You have authorized, or other transactions that have not been paid from

the HSA Deposit Account. In the case of an authorization request at a merchant, the amount may be different than the actual transaction amount because the actual transaction amount may not yet be known to the merchant when it submits the authorization request. For those transactions, the amount of the Authorization Hold may be different from the transaction amount. In some other cases We may not receive an authorization request from the merchant and there will be no Authorization Hold. We are permitted to place an Authorization Hold on Your HSA Deposit Account for up to fourteen (14) business days on most transactions (or for up to thirty (30) business days for certain types of Card transactions), from the time of the authorization or until the matched transaction is paid from Your HSA Deposit Account. Please note that if the transaction is not submitted for payment by the merchant within the fourteen (14) business days (or thirty (30) business days, as applicable), We will release the Authorization Hold, which will increase the available balance in the HSA Deposit Account until the transaction is submitted for payment by the merchant and finally posted for payment to Your HSA Deposit Account. **Please note that it is possible for you to overdraw the HSA Deposit Account even though the Available Balance appears to show there are sufficient funds to cover a transaction that You want to make.** For example, if a merchant does not submit a one-time debit card transaction for payment within fourteen (14) business days of authorization (or thirty (30) business days, as applicable), We must release the Authorization Hold on the transaction even though We will have to honor the transaction and pay it from the funds in the HSA Deposit Account when it is received for payment by Us. For more information regarding Authorization Holds resulting from Your Card transactions and the impact on Your available balance, refer to Your Health Savings Account Custodial Agreement.

#### DISPUTES

You agree to settle all disputes about transactions You make using the Card with the merchant who honored the Card.

#### ELECTRONIC FUNDS TRANSFER FEES

Unless prohibited by applicable law, the fees listed below may be changed upon prior written notice to You. • **International purchase transaction fee:** 3% of Network Transaction Amount •

#### OTHER TERMS

The Card and Your obligations under these Terms of Use may not be assigned. We may transfer Our rights under these Terms of Use. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive Our rights by delaying or failing to exercise them at any time. If any provision of these Terms of Use shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of these Terms of Use shall not be affected.

#### AMENDMENT AND CANCELLATION

We may at any time change or repeal these Terms of Use. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend these Terms of Use or any features or services of the Card described herein at any time. You may cancel these Terms by returning the Card to Us. Your termination of these Terms will not affect any of Our rights or Your obligations arising under these Terms prior to termination.

#### OUR LIABILITY

If we do not complete a transfer from the HSA Deposit 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, there is not enough money in the HSA Deposit Account to make the transfer. (2) If the funds in the HSA Deposit Account are subject to legal process, or court order. (3) If the Card has been reported lost or stolen while You are using the Card. (4) If we have reason to believe the requested transaction is unauthorized. (5) If the transaction would exceed the security limitations on use of the Card. (6) If the merchant terminal or system was not working properly and You knew about the breakdown when You started the transfer. (7) If circumstances beyond Our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.

#### LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell Us AT ONCE if You believe Your Card, Your Card number, or Your PIN has been lost or stolen, or if You believe that an electronic fund transfer has been made without Your permission using information from Your Card. Telephoning is the best way of keeping possible losses down. The Accountholder could lose all the money in the HSA. Also, if the HSA statement shows transfers that You did not make, including those made by Card, code or other means, We urge the Accountholder to tell Us at once. If the Accountholder does not tell Us within 45-days after the statement was mailed or provided to the Accountholder electronically, the Accountholder may not get back any money lost after the 45-days if we can prove that it could have stopped someone from taking the money if You had told Us in time. The Accountholder is liable for all losses relating to Unauthorized EFTs that do not result solely from Our negligence or intentional misconduct, unless the laws or rules governing the HSA require lesser liability.

#### IN CASE OF ERRORS OR QUESTIONS

##### ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about Your electronic transfers, call Seacoast at 1-800-706-9991 as soon as You can, if You think the 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 45-days after we send the FIRST statement on which the problem or error appeared.

##### RECURRING PAYMENTS - NOTICE OF CHANGE IN AMOUNT

You may make recurring payments using the Card, but cannot make payments using Seacoast's online bill payment service. If You have authorized a person to regularly debit the HSA Deposit Account and the debited amount is variable, the person receiving payment must notify You of the amount and date of the payment at least 10 days before each debit.

##### RECURRING PAYMENTS - STOP PAYMENTS

If You have told Us in advance to make recurring debits to the HSA Deposit Account, You can stop any of these debits by calling Seacoast at 1-800-706-9991 in time for Us to receive Your request 3 business days or more before the debit is scheduled to be made. If You call, we may also require You to put Your request in writing and deliver it to Us within 14 days after making the call. An oral stop payment request ceases to be binding after 14 days if You fail to provide the requested written notice.

#### HSA FEE SCHEDULE

Monthly Maintenance Fee	\$0.00
Monthly Paper Statement	\$2.00
Check Order	Standard Price
Excess Contribution	\$25.00
Transaction Correction	\$25.00
Custodial Transfer	\$25.00

All other deposit account fees apply. See Account Fees & Service Charges brochure for other charges that may be imposed.

#### MINIMUM ACCOUNT BALANCE AND HOW

##### WE DETERMINE THE INTEREST RATE

There is no minimum account balance required to open a health savings account. Payment of interest will be calculated by applying the variable interest rate from the appropriate tier (based on your balance) to that days' collected balance in your account. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). The amount of interest earned will be reported to the IRS in the year credited. Interest is compounded monthly and credited every statement cycle. The interest rate and annual percentage yield available on your account is as follows, effective as of February 1, 2017.

	DAILY BALANCE	INTEREST RATE	APY
Tier 1	\$0 - \$49,999.99	0.02	0.02
Tier 2	\$50,000 - \$99,999.99	0.02	0.02
Tier 3	\$100,000 - \$499,999.99	0.04	0.04
Tier 4	\$500,000 - \$999,999.99	0.12	0.12

This interest rate is subject to change at our discretion at any time. Fees may reduce your earnings. Additional maintenance fees (such as Overdraft, wire transfers) may apply.

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HSA Department  
 PO Box 9012, Stuart, FL 34995  
 Phone: 800 706 9991

# DEPOSIT ACCOUNT AGREEMENT

## 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 \$14 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 OR receive E-Statements and receive a direct deposit of at least \$250 per monthly statement cycle. Otherwise, a \$7 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 under 24 years of age and Opt to receive E-statements OR
  - Opt to receive E-statements and perform 7 debit card transactions per statement cycle OR
  - Opt to receive E-statements and one direct deposit of \$250 or more per statement cycle. Otherwise a \$7 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

### 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 \$21 maintenance fee will apply.
- **Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every statement cycle.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	\$50,000-\$99,999.99
\$2,500 - \$4,999.99	\$100,000-\$249,999.99
\$5,000 - \$9,999.99	\$250,000-\$499,999.99
\$10,000 - \$24,999.99	\$500,000-\$999,999.99
\$25,000 - \$49,999.99	\$1,000,000 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 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 \$28 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.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	\$50,000-\$99,999.99
\$2,500 - \$4,999.99	\$100,000-\$249,999.99
\$5,000 - \$9,999.99	\$250,000-\$499,999.99
\$10,000 - \$24,999.99	\$500,000-\$999,999.99
\$25,000 - \$49,999.99	\$1,000,000 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.

### 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 \$7 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.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	\$50,000-\$99,999.99
\$2,500 - \$4,999.99	\$100,000-\$249,999.99
\$5,000 - \$9,999.99	\$250,000-\$499,999.99

\$10,000 - \$24,999.99	\$500,000-\$999,999.99
\$25,000 - \$49,999.99	\$1,000,000 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.

## 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.

### SEACOAST SAVINGS

- \$50 minimum to open this account.
- 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.
- 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.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	\$50,000-\$99,999.99
\$2,500 - \$4,999.99	\$100,000-\$249,999.99
\$5,000 - \$9,999.99	\$250,000-\$499,999.99
\$10,000 - \$24,999.99	\$500,000-\$999,999.99
\$25,000 - \$49,999.99	\$1,000,000 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.

### 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.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	\$50,000-\$99,999.99
\$2,500 - \$4,999.99	\$100,000-\$249,999.99
\$5,000 - \$9,999.99	\$250,000-\$499,999.99
\$10,000 - \$24,999.99	\$500,000-\$999,999.99
\$25,000 - \$49,999.99	\$1,000,000 and greater

Payment of interest will be calculated by applying the variable interest rate from the appropriate tier (based on your balance) to that days' collected balance in your account.

### 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.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	\$50,000-\$99,999.99
\$2,500 - \$4,999.99	\$100,000-\$249,999.99
\$5,000 - \$9,999.99	\$250,000-\$499,999.99
\$10,000 - \$24,999.99	\$500,000-\$999,999.99
\$25,000 - \$49,999.99	\$1,000,000 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.

### 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 maintenance 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.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	\$50,000-\$99,999.99
\$2,500 - \$4,999.99	\$100,000-\$249,999.99
\$5,000 - \$9,999.99	\$250,000-\$499,999.99
\$10,000 - \$24,999.99	\$500,000-\$999,999.99
\$25,000 - \$49,999.99	\$1,000,000 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.

### 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 maintenance 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.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	\$50,000-\$99,999.99
\$2,500 - \$4,999.99	\$100,000-\$249,999.99
\$5,000 - \$9,999.99	\$250,000-\$499,999.99
\$10,000 - \$24,999.99	\$500,000-\$999,999.99
\$25,000 - \$49,999.99	\$1,000,000 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.



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.

Your interest rate is determined by the balance in your account according to the following tiers:

\$0 - \$2,499.99	
\$2,500 - \$4,999.99	\$50,000-\$99,999.99
\$5,000 - \$9,999.99	\$100,000-\$249,999.99
\$10,000 - \$24,999.99	\$250,000-\$499,999.99
\$25,000 - \$49,999.99	\$500,000-\$999,999.99
	\$1,000,000 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.

- **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.

## 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 can be deducted directly from the account balance whenever sufficient funds are available. 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 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 you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater than any applicable frequency permitted, 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 the 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 it as a transaction

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.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure 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 time 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, which may be more than the actual amount of your purchase. 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 may be up to three days 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, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will 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 overdraft services 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 policy. 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.

**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 overdrafts on your account without notice to you. 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. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**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 check to examine the signatures on the 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 account 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.

**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.

When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the largest items first. Our payment policy will cause your largest, and perhaps more important, items to be paid first (such as your rent or mortgage payment), but may increase the overdraft or NSF fees you have to pay if funds are not available to pay all of the items.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). A fee is imposed for overdrafts created by checks, in-person withdrawals, ATM withdrawals, Point of Sale (POS) or by other electronic means. We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. 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.

#### **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 45 days of your statement date, regardless of how we make your statement of account available to you. You agree that 45 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 45 days of your statement date.

**IF YOU FAIL TO DISCOVER AND REPORT ANY PROBLEMS OR UNAUTHORIZED TRANSACTIONS WITHIN THE 45 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 married persons 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. 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. 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.

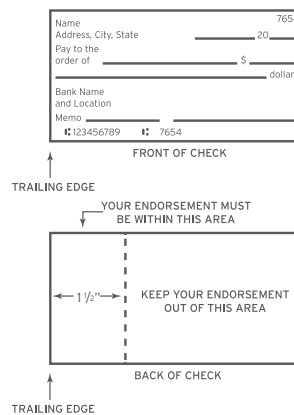
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains 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 1 1/2" 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 1 1/2" 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 must first obtain your consent to contact you about your account because we must comply with the 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 does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

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 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 a check 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.

**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, please contact your local Internal Revenue Service office.

**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 endorse 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, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze 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.

**SECURITY** - 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,

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.

**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.

**UNLAWFUL INTERNET GAMBLING NOTICE** - 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.

**CLAIM OF LOSS** - 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). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**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 Freestyle Student Banking 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.
- 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 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 with a Premium Checking account, and up to \$1,000 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

1. 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.

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our general policy is to make funds from your cash, check, and electronic direct deposits available to you on the business day we receive your deposit.

Check deposits made at a Seacoast automated teller machine (ATM) will be 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 on the same day we receive your deposit.

Depending on the type of check you deposit, funds may not be available until the first or second business day after the day of your deposit. If we delay availability until the second business day, the first \$200 of your deposits will be available the day of your deposit.

If we are not going to make all of the funds from your deposit available on the business 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 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 \$5,000 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 fourth business day after the day of your deposit.

## 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.

## ATM AND EVERYDAY DEBIT CARD TRANSACTION OVERDRAFT SERVICE DISCLOSURE

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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.
- There is no 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.**



24/7, 365 LOCAL CUSTOMER SUPPORT

800 706 9991 | [SeacoastBank.com/WelcomeFirstGREEN](https://www.seacoastbank.com/WelcomeFirstGREEN)

