

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

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**Depositor:**

**Financial Institution:** Crews Bank & Trust  
400 N Brevard Avenue  
P.O. Box 1400  
Arcadia, FL 34266

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

## Business Online Banking

**Types of Transactions:** You may access certain account(s) you maintain with us by computer, using your assigned user ID and password, through the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.
- \* Review transactions on eligible accounts.
- \* Make loan payments.
- \* Stop payment requests.
- \* Advance funds from credit line.
- \* Request withdrawal from credit line.
- \* Online bill payment.
- \* View check images.
- \* Receive account alerts.
- \* Online eStatements

Online eStatements are the same as your paper statements with one difference - you receive them online through Online Banking.

## Limitations on Frequency and Amount:

- \* If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply. **(A) Transfers and Withdrawals.** If your Account is a savings or money market account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one(1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule). **(B) Excessive Transactions.** In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from you Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you) , or use of and ATM card (if applicable).

**Savings Account Restrictions:** You will incur a monthly maintenance fee in the amount of \$3.00 if at any time during the month your balance falls below \$200.00. There is a \$3.00 Excess transaction Fee for any item greater than six in a monthly statement cycle.

**Money Market Account Restrictions:** You will incur a monthly maintenance fee of \$10.00 if at any time during the month your balance falls below \$2,500 and the rate will then convert to the Classic Plus Checking basic tier. There is a \$10.00 Excess Transaction Fee for any item greater than six in a monthly statement cycle.

**Processing Schedule:** All transactions must be submitted to Crews Bank & Trust by 7:00 pm to allow processing on the same banking day. Our banking day includes all days except Saturday, Sunday and the following holidays that are observed by the Federal Reserve Bank in Atlanta: New Year's Day, Martin Luther King, Jr. Day, President's day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

- \* For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

## Fees and Charges for Online Service:

- \* There is no charge for online banking with us.

## Consumer Online Banking

**Types of Transactions:** You may access certain account(s) you maintain with us by computer, using your assigned user ID and password, through the online banking service. You may use the online banking service to perform the following functions:

- \* Transfer funds between eligible accounts.
- \* Obtain balance information on eligible accounts.
- \* Review transactions on eligible accounts.
- \* Make loan payments.
- \* Stop payment requests.
- \* Advance funds from credit line.

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (Continued)

- \* Request withdrawal from credit line.
- \* Online bill payment.
- \* View check images.
- \* Receive account alerts.
- \* Obtain copy of statement.
- \* Allow export of transaction history to personal finance manager.
- \* **Mobile Banking-** You may use Crews Bank & Trust App (downloadable in the Google Play or App Store) with your Smart Phone to view account information, make deposits, transfer funds internally and externally, make loan payments and loan advances from credit line, use online bill pay. You must agree to the additional disclosures and specific terms for using these services when you enroll. There are no fees associated with Mobile Banking, however, your cell phone provider may charge additional fees for web browsing and/or text messages. In order to use Crews Bank & Trust Web Banking, the browser on your mobile device must be capable of storing cookies.  
**Mobile Check Deposit Requirements-** Must have downloaded the Crews Bank & Trust Mobile App with your Smart Phone from the Google Play or App Store. **Mobile Check Deposit Limits-** There is no limit on the number of checks deposited daily; however, there is a daily cumulative deposit limit of \$5,000. We recommend that you retain your check for 7 business days and then securely destroy it. **Funds Availability for Mobile Check Deposit-** Our cut-off times are 11 AM and 3 PM EST. Deposits made before 3 PM EST will be available on the same business day; checks deposited after 3 PM EST will be deposited by the end of the following business day. Checks deposited on non-business days, including Saturday's will be deposited by the end of the following business day.

- \* **P2P-** Must first be enrolled in Mobile or Online Banking. Individuals aged 18 years and older with a VISA Debit card issued by bank are eligible to use this service to send funds to a recipient. Any individual aged 18 years and older with an account in the United States that may receive POS or ACH transactions may use this service to receive funds that are transferred by the sender. This service is not offered to individuals under the age of 18. **P2P Transfers-** You may make one-time Transfers by entering your VISA Debit Card number and email address. The Sender provides the Recipient's email address or mobile phone number, and the Service uses this information to notify the Recipient. A Recipient must accept the Transfer within 10 days, or the Transfer will be cancelled and reversed. During this period, funds will be removed from the Sender's Account for the amount of the Transfer and the fee. Once the Recipient has successfully accepted the Transfer, funds will be sent to the Recipient's financial institution for deposit to the Recipient's account. If the Sender and Recipient are both Bank customers enrolled in the Service, Transfers will be immediately debited from the Sender's Account and reflected in the Recipient's Account. If the Sender and Recipient are both enrolled in the Service but are customers of different financial institutions, Transfers will be immediately debited from the Sender's Account and will be delivered to the Recipient's financial institution once claimed. Bank is not responsible for any failure of another financial institution to timely credit its customer's account.

You must accurately enter the Recipient's email address or mobile phone number since your obligation to pay for the Transfer will not be excused by an error in the information you enter. It is the responsibility of the Sender and Recipient of funds to provide accurate information. You authorize the Bank to debit your account to complete the Transfer you request. If you are receiving funds, you authorize the crediting of your account using card networks or NACHA.

If you suspect that you have entered information incorrectly or that you have received funds in error, call us immediately at 863-494-2220 and we may attempt to cancel the transaction. We have no obligation to cancel the Transfer or to reimburse funds that were transferred according to the Recipients' instructions. **P2P Limitations on Transfers and Fees-** You may transfer up to \$1,000 per transaction for a maximum amount of \$5,000 per month. The Bank may establish a limit on the number of Transfers and on the total dollar amount of Transfers that can be attempted or completed in one day. You may send multiple Transfers each day; a separate fee of \$1 is charged for each P2P Transfer you send, please refer to the Rate and Fee Schedule. We may modify the amount and frequency of Transfers at any time for security reasons or due to account activity.

Funds may be transferred from the account from which the VISA Debit Card is authorized to transfer funds. Such transfers may overdraw your account and may result in a transfer from another account to cover the overdraft. In any of these situations, a P2P Transfer fee will be charged, as applicable. You may be denied service for insufficient funds in your account. You will be responsible for any other fees that apply to your Account. **P2P Timing of Transfers-** Transfers to remove the funds from the Sender's Account may take place immediately. However, the timing of funds received will depend on when the Recipient responds to the email and when their financial institution posts the Transfer. The posting of the Transfer is dependent on the business days of that institution.

- \* **ACH External Transfer Requirements-** Must first be enrolled in Online Banking. To set up an ACH transfer to an account you own at another financial institution, you will be required to provide the name of the financial institution, the ABA/routing number, the account type and account number. We may ask you for proof that you own an account you debit at another financial institution. You agree that you will only attempt to register accounts for which you have the authority to transfer funds to and from. There is a \$3 fee for each External Transfer Initiated.

Under special circumstances, we may also require additional verification of the External Transfer account(s) by requiring you to submit proof of ownership of the account(s) by means of a copy of your most recent periodic statement of your external account as well as a cancelled check (a check that has already cleared) for the external account. Furthermore, Crews Bank & Trust reserves the right to decline the request if circumstances warrant us to do so. **External ACH Transfer Fees and Limitations:** Transactional Dollar limits may be imposed for Incoming and Outgoing External Transfers. There is no fee for transferring funds into the bank. There are fees associated with transferring funds to external accounts, please refer to the Rate and Fee Schedule. **External ACH Transfer Processing:** Most Incoming and Outgoing External Transfers will be delivered within 1 – 2 business days.

- \* Online eStatements

Online eStatements are the same as your paper statements with one difference - you receive them online through Online Banking.

**Limitations on Frequency and Amount:**

- \* If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply. **(A) Transfers and Withdrawals.** If your Account is a savings or money market account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one(1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule). **(B) Excessive Transactions.** In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from you Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you) , or use of and ATM card (if applicable).

**Savings Account Restrictions:** You will incur a monthly maintenance fee in the amount of \$3.00 if at any time during the month your balance falls below \$200.00. There is a \$3.00 Excess transaction Fee for any item greater than six in a monthly statement cycle.

**Money Market Account Restrictions:** You will incur a monthly maintenance fee of \$10.00 if at any time during the month your balance falls below \$2,500 and the rate will then convert to the Classic Plus Checking basic tier. There is a \$10.00 Excess Transaction Fee for any item greater than six in a monthly statement cycle.

**Processing Schedule:** All transactions must be submitted to Crews Bank & Trust by 7:00 pm to allow processing on the same banking day. Our banking day includes all days except Saturday, Sunday and the following holidays that are observed by the Federal Reserve Bank in Atlanta: New Year's Day, Martin Luther King, Jr. Day, President's day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

- \* For security purposes, there are limits on the frequency and amount of transfers you may make using this Online Banking Service.

**Fees and Charges for Online Service:**

- \* There is no charge for online banking with us.

**Preauthorized EFT Debits**

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

- \* Pay certain recurring bills from your checking or savings account.

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.
- \* We will charge \$\$33.00 for each stop-payment order for preauthorized transfers.

**Government Direct Deposit**

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

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

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.

**Other Direct Deposits**

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

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

**Fees and Charges:**

- \* We do not charge for any preauthorized EFTs.

**POS/Debit Card Services/ATM Transfers**

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

- \* Withdraw cash from your checking account.
- \* Withdraw cash from your savings account.
- \* Transfer funds between your checking and savings accounts.
- \* Obtain balance information on your deposit accounts.

**Limitations on Frequency and Amount:**

- \* For consumer and business debit cards you may withdraw up to a maximum of \$600 at an ATM (if there are sufficient funds in your account ) per day.
- \* For consumer debit cards you may purchase up to a maximum of \$2500 worth of goods and services per day, excluding ATM

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (Continued)

withdrawals; for business debit cards you may purchase up to a maximum of \$5000 worth of goods or services per day, excluding ATM withdrawals.

## Fees and Charges:

- \* There is no charge for ATM withdrawals at machines owned by us.
- \* \$1.00 ATM Foreign Inquiry Fee and \$2.00 ATM Foreign Withdrawal Fee .
- \* There is a Replacement Card Fee of \$5.00 per card.
- \* \$50.00 Expedited Card Order Fee (per card) .
- \* We do not charge for any POS transactions.

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

## Automated Telephone Banking

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

**Out of Town Automated Telephone Line: 888-406-2220**

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- \* Transfer funds between your deposit accounts.
- \* Obtain balance information on your deposit accounts.
- \* Verify the last date and amount of your payroll deposit.
- \* Determine if a particular check has cleared your account.

### \* **Limitations on Frequency and Amount:**

If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply. **(A) Transfers and Withdrawals.** If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one(1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any agreement by us to pay a third party from your account at a predetermined time or on a fixed schedule). **(B) Excessive Transactions.** In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you) , or use of and ATM card (if applicable).

**Savings Account Restrictions:** You will incur a monthly maintenance fee in the amount of \$3.00 if at any time during the month your balance falls below \$200.00. There is a \$3.00 Excess transaction Fee for any item greater than six in a monthly statement cycle.

**Money Market Account Restrictions:** You will incur a monthly maintenance fee of \$10.00 if at any time during the month your balance falls below \$2,500 and the rate will then convert to the Classic Plus Checking basic tier. There is a \$10.00 Excess Transaction Fee for any item greater than six in a monthly statement cycle.

## Limitations on Frequency and Amount:

- \* There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.
- \* For security purposes, there are limits on the frequency and amount of transfers you may make using this Audio Response service.

## Fees and Charges for Audio Response Transactions:

### \* **Limitations on Frequency and Amount:**

If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply. **(A) Transfers and Withdrawals.** If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one(1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any agreement by us to pay a third party from your account at a predetermined time or on a fixed schedule). **(B) Excessive Transactions.** In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you) , or use of and ATM card (if applicable).

**Savings Account Restrictions:** You will incur a monthly maintenance fee in the amount of \$3.00 if at any time during the month your balance falls below \$200.00. There is a \$3.00 Excess transaction Fee for any item greater than six in a monthly statement cycle.

**Money Market Account Restrictions:** You will incur a monthly maintenance fee of \$10.00 if at any time during the month your balance

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (Continued)

falls below \$2,500 and the rate will then convert to the Classic Plus Checking basic tier. There is a \$10.00 Excess Transaction Fee for any item greater than six in a monthly statement cycle.

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

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**Liability for Unauthorized VISA Debit Card Transactions.** The following limitations may be applicable to your accounts, except as provided by law:

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

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

For VISA Business Cards: An "unauthorized transaction" does not include any transaction allegedly conducted by (a) a business co-owner, (b) the cardholder or person authorized by the cardholder, or (c) any other person with an interest in or authority to transact business on the account.

To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

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

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

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online and/or mobile banking 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 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 two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (863) 494-2220, or write us at Crews Bank & Trust, PO Box 1400, 400 N Brevard Ave, Arcadia, FL 34266. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

The above limitations do not apply to business accounts, unless otherwise required by law. You accept responsibility for implementing commercially reasonable security measures to safeguard your business account card, ATM PIN, or POS card or PIN, Audio Response PIN, or online and/or mobile banking PIN from unauthorized use. If you authorize employees, agents, or others to use your card or code, you shall be liable for transactions conducted by such additional users. You are responsible for promptly examining your statement each statement period and reporting any unauthorized transaction within a reasonable time, not to exceed Sixty (60) calendar days after the statement is made available. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (863) 494-2220.

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

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

**Stop Payments on ATM, POS, or Debit Card Transactions.** You may not place a stop payment order on any ATM, POS, or debit card transaction.

**Documentation.**

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

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (Continued)

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (863) 494-2220 to find out whether or not the deposit has been made.

**Our Liability for Failure to Make Transfers.** For consumer accounts, if we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will **NOT** be liable for instance:

- \* If, through no fault of ours, you do not have enough money in your account to make the transfer.
- \* If the money in your account is subject to legal process or other claim restricting such transfer.
- \* If the transfer would go over the credit limit on your overdraft line.
- \* If the ATM where you are making the transfer does not have enough cash.
- \* If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- \* If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- \* There may be other exceptions stated in our agreement with you.

For business accounts, refer to your account agreement(s) with us.

**In Case of Errors or Questions About Your Electronic Transfers.** For consumer accounts, telephone us at **(863) 494-2220**, or write us at **Crews Bank & Trust, PO Box 1400, 400 N Brevard Ave, Arcadia, FL 34266** as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- \* Tell us your name and account number (if any).
- \* Describe the error or 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.
- \* 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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

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

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

For business accounts, we will generally follow the procedures for error resolution described above, but we are not required to process a claim if you do not notify us within Thirty (30) calendar days after the statement is made available, to give provisional credit, or to investigate your claim within the time periods described above.

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

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

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

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

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

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

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

# ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (Continued)

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

## **Preauthorized Electronic Fund Transfers.**

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you \$ 33.00 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

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

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

## **ATM SAFETY TIPS**

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

- \* Be aware of your surroundings, particularly at night.
- \* Consider having someone accompany you when the automated teller machine is used.
- \* It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.
- \* Refrain from displaying your ATM access device. Pocket it as soon as your transaction is completed.
- \* Do not reveal your Personal Identification Number (PIN) to others. Avoid allowing others to view your PIN entry into an ATM. Memorize your PIN and do not carry your PIN on your person.
- \* Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.
- \* Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.
- \* Go to the nearest public area where people are located if you are followed after making a transaction.
- \* Report all crimes to law enforcement officials immediately.