

Regulation E Disclosure
ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

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

TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

(a) Prearranged Transfers.

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

(b) Telephone Transfers.

You may access your account(s) by telephone using BankLine 941-473-2265 at any time using a touchtone phone, your account numbers, and taxpayer and personal identification numbers to:

- Transfer funds between your checking and savings account(s).
- Make loan payments from your checking and savings account(s).
- Get checking and savings account(s) information.
- Get certificate of deposit and Individual Retirement Account(s) information.
- Get loan account(s) information.

(c) ATM Transfers.

You may access your account(s) by ATM using your MasterMoney ©Check Card and personal identification number to:

- You may make 4 cash withdrawals from ATMs per day
- Get cash withdrawals from your designated checking and/or savings account(s). Our standard daily withdrawal limit applicable to our MasterMoney © Check Card is \$600.00 or the amount of the collected balance of your selected account, whichever is less.
- Transfer funds between your checking and savings account(s)
- Get checking and/or savings account information

Limitations on Frequency of Transfers-In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Transfers from a savings or money market account to another account or to third parties by telephone transfer are limited to six per statement cycle, with no more than three of these being by check, draft or similar order.

(d) Point-Of-Sale Transactions.

Using your card:

You may access your checking account to purchase goods in person, by phone, or by computer, pay for services in person, by phone, or by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything you can do with a credit card.

You may not exceed our standard daily point-of-sale limit of \$2,500.00 or the amount of collected balance of your selected account, whichever is less.

(e) Online/Mobile Banking.

You may use <https://www.ebtf.com/> or our mobile banking app available in the iTunes Store or Google Play to:

- View your account information
- Make deposits (mobile banking only)
- Transfer funds between EB&T checking and/or savings account(s)
- Make an external transfer from your EB&T checking to accounts you have at another bank (\$3.00 per transfer)
- Make external transfers using P2P to the recipient of your choice (\$1.00 per transfer)
- Make payments from checking and/or savings accounts to loan accounts with us.
- Make payments from checking or savings accounts with us to other vendors through the Bill Pay feature
- Get checking and/or savings account(s) information.
- Get Certificate of Deposit (CD) or Individual Retirement Account (IRA) information
- Get loan account information
- Make advances from your line of credit to your checking and/or savings account

Enroll for these services on <https://www.ebtf.com/> or by downloading the Englewood Bank & Trust Mobile Banking App for select mobile devices. You must agree to the additional disclosures and specific terms for using these services when you enroll.

(f) Electronic Check/Draft Conversion.

You may access your checking account(s) by electronic check or draft conversion. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign. You may:

- Make payments by electronic check or draft from your checking account(s).
- Make electronic payment or charges for checks or drafts returned for insufficient funds from checking account(s).

GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Make no more than six transfers and withdrawals, or a combination of such transfers and withdrawals, per statement cycle from your savings and/or money market account. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to a service charge and closure by the financial institution.

FEES & CHARGES

ATM Operator/Network Fees:

- There is no charge for ATM withdrawals at machines owned by Englewood Bank & Trust
- There is a \$1.00 charge for each ATM withdrawal at machines Englewood Bank & Trust does not own
- There is a Replacement Card Fee of \$5.00 per card
- For an expedited card order there is a fee of \$125.00 per card

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

DOCUMENTATION

- (a) **Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our terminals. You will receive a copy of the merchant receipt at the time that the Point of Sale transaction is originated with your MasterMoney © Check Card. When using Online Banking, you will receive a tracking number at the time you make a transfer request.
- (b) **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call our automated BankLine at 941-473-2265 to find out whether or not the deposit has been made. You may also access your account through Online Banking with your Access ID and Passcode to find out whether or not the deposit has been made.
- (c) **In addition,**
- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
 - You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized deposit.

PREAUTHORIZED PAYMENTS

- (a) **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's how:

Call us at 941-475-6771 or write us at 1111 S McCall Rd, Englewood FL 34223, in time for us to receive your request three business days or more before the payment is scheduled to be made. You may request a stop payment by Email (*using the appropriate Secure Email form accessible after signing on with your Access ID and Passcode to a secure session of Online Banking*) in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after the request is made.

We charge \$35.00 for each stop payment.

- (b) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will bill 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.)
- (c) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer
- If the transfer would go over the available amount on your overdraft protection
- If the automated teller machine 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 transfer, despite reasonable precautions that we have taken
- If a legal order directs us to prohibit withdrawals from the account
- If your account is closed or has been restricted
- If you, or anyone you allow, commits any fraud or violates any law or regulations
- If you have not properly followed the instructions for Englewood Bank & Trust Online Banking

- There may be other exceptions stated in our agreement with you

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 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.

CONFIDENTIALITY

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

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us written permission
5. As explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

(a) Consumer Liability.

Tell us AT ONCE if you believe your BankLine ID and/or PIN or Online Banking Access ID and/or Passcode has been lost, stolen or compromised. Telephoning or Emailing (through secure Email within the Online Banking system) is the best way of keeping your possible losses down. You could lose all the money in your account. If you believe your BankLine ID and/or PIN or Online Banking Access ID and/or Passcode has been lost, stolen or compromised, and you tell us within 2 business days after you learn of the loss or theft, you zero liability if someone used your BankLine ID and/or PIN or Online Banking Access ID and/or Passcode without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss, theft or compromise of your BankLine ID and/or PIN or Online Banking Access ID and/or Passcode, and we can prove we could have stopped someone from using your BankLine ID and/or PIN or Online Banking Access ID and/or Passcode without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers made through BankLine or Online Banking that you did not make, tell us AT ONCE. If you do not tell us within 90 days after the transaction date, you may not get back any money you lost after the 90 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 hospital stay) kept you from telling us, we will extend that time period.

(b) Contact in event of unauthorized transfer. If you believe your BankLine ID and/or PIN or Online Banking Access ID and/or Passcode has been lost, stolen or compromised or that someone has transferred or may transfer money from your account without your permission, call us at 941-475-6771 or write us at 1111 S McCall Rd, Englewood, FL 34223 or Email us (through a secure Email session of Online Banking).

MasterCard® Debit

Liability for Unauthorized MasterCard® Debit Card: Tell us, AT ONCE, if you believe your MasterCard® debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your debit card with the MasterCard® logo when it is used for either signature or PIN based transactions at a point of sale terminal, will not exceed zero dollars (\$0.00) if the conditions set forth below have been met. Zero liability will apply only if: (1) you can demonstrate that you have exercised reasonable care in safe guarding your card from risk of loss or theft; (2) upon becoming aware of such loss or theft of the card promptly reported the loss or theft to us; and (3) If you do not tell us within ninety (90) days after the transaction date, you may not get back any money lost after the ninety (90) days if we can prove that we could have stopped someone from taking the money if you had told us in time. These liability limits apply only to United States issued MasterCard branded cards. If the transaction does not meet the conditions set forth above, these limits with respect to unauthorized transactions may be exceeded to the extent allowed under applicable law. ("Unauthorized use" means the use of your debit card at a point of sale terminal by a person, other than you, who does not have actual, implied or apparent authority for such use, and for which you receive no benefit. To notify us of lost or stolen cards, U.S. 1-800-528-2273 International Cardholders may call 812-647-9794 or to report unauthorized transactions, call 1-800-808-6402.

- This will help prevent unauthorized access to your account and minimize any inconvenience.
- MasterCard is a registered trademark of MasterCard International Incorporated

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, call us at 941-475-6771 or write us at 1111 S McCall Rd, Englewood, FL, as soon as you can, if you think your statement or receipt or Online account history is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number (if any)

1. 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
2. Tell us the dollar amount of the suspected error.

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

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

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

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 attorney's fees and costs, including fees on any appeal, subject to any limits under applicable law.

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

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

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

Security and Safety

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.

Online Banking Access ID and Passcode: The Online Banking Access ID and Passcode you have selected is for your secure access to your accounts online. Your Online Banking Access ID and Passcode are confidential and should be safeguarded. You are responsible for the safekeeping of your Online Banking Access ID and Passcode. You agree not to disclose or otherwise make your Online Banking Access ID and Passcode available to anyone.

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

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