

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

Depositor:

Financial Institution: Englewood Bank and Trust
Main Branch
1111 S. McCall Road
Englewood, FL 34223

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.

OLB Personal

Types of Transactions: You may access certain account(s) you maintain with us by computer or mobile device, using your assigned user ID and password, through the online and mobile banking service. You may use the online and mobile 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.
- * Online bill payment.
- * View check images.
- * ATM branch locator.

Fees and Charges for Online and Mobile Service:

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

Consumer Instant Issue Debit

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:

- * You may make 4 cash withdrawals from ATMs per day.
- * You may withdraw up to a maximum of \$600.00 (if there are sufficient funds in your account) per day.
- * You may purchase up to a maximum of \$2500.00 worth of goods and services per day, exclusive of ATM withdrawals.

Fees and Charges:

- * There is no charge for ATM withdrawals at machines owned by us.
- * There is a \$1.00 charge for each ATM withdrawal at machines we do not own.
- * There is a Replacement Card Fee of \$5.00 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).

Consumer Visa Debit Card

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):

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (Continued)

- * 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:

- * You may make 4 cash withdrawals from ATMs per day.
- * You may withdraw up to a maximum of \$600.00 (if there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- * You may purchase up to a maximum of \$2500.00 worth of goods and services per day, exclusive of ATM withdrawals.

Fees and Charges:

- * There is no charge for ATM withdrawals at machines owned by us.
- * There is a \$1.00 charge for each ATM withdrawal at machines we do not own.
- * There is a Replacement Card Fee of \$5.00 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).

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.

Transfers:

Prearranged Transfers. Prearranged 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).

Telephone Transfers. You may access your account(s) by telephone using Automated Telephone Banking 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 (CD) and Individual Retirement Account (IRA) information; Get loan account(s) information.

Computer Transfer. You may access your account(s) by computer at any time by signing onto <http://www.ebftl.com/> and logging on to Online Account Access by entering your Access ID and Passcode to: Transfer funds between checking and/or savings account(s); Make an external transfer from your EB&T checking to accounts you have at another bank; 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 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.

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, 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 (866) 987-1457, or write us at Dispute Processing, 1255 Corporate Drive, Irving, TX 75038. 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 (866) 987-1457.

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.

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 (941) 475-6771 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 **(941) 475-6771**, or write us at **Englewood Bank & Trust, Main Office, 1111 S. McCall Road, Englewood, FL 34223** 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.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (Continued)

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 Sixty (60) calendar days after the statement is made available, to give provisional credit, or to investigate your claim within the time periods described above.

Stop Payments on Other EFTs.

Right to stop payment and procedures for doing so. If you have told us in advance to make regular payments out of your account, you can stop these payments. Telephone us at (941)475-6771, or write us at Englewood Bank & Trust, Main Office, 1111 South McCall Road, 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 Username and Password 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.

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.

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

- * You or any authorized user of your ATM PIN or POS card or 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 or POS card or 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 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.

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.

Online Banking Access ID and Passcode. You may use <https://www.ebftl.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 up to \$1,000.00 (\$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 you line of credit to your checking and/or savings account

Enroll for these services on <https://www.ebftl.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.

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.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE (Continued)

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- * 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.
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