

## **CONSUMER ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

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This Agreement and Disclosure is made in compliance with federal law regulating consumer electronic funds transfer (EFT) services. Consumer electronic funds transfers are electronically initiated transfers of money involving a consumer deposit account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the consumer electronic funds transfers.

In this Agreement, the words "you" and "your" mean those individuals who sign as applicants for EFT Services or any authorized user(s) of the applicable EFT Services.

The words "we", "us" and "our" mean First County Bank.

**"Account"** means any account held at First County Bank primarily for personal, family, or household purposes from or to which we allow EFTs.

**"Card"** means your consumer First County Bank ATM card or Debit MasterCard® card.

**"PIN"** means the personal identification number issued to you to identify yourself when making a consumer card-based transaction (such as an ATM, or POS terminal) or when making a telephone transfer using our audio response services. These two PINs may not be the same.

**"Point of Sale" or "POS"** terminal refers to an electronic terminal where you can use your consumer Card and PIN to pay for goods and services by debiting an account.

**"Available Funds"** means the money in your consumer Account, which can be withdrawn or transferred together with any credit you may have available to you under your Overdraft Line of Credit. Available Funds may be less than the entire balance in your Account if, for example, we have placed a "hold" against certain funds in your Account for a certain number of days to allow reasonable time for checks deposited to or cashed against your Account, to clear.

Your account balance that is available for withdrawal may not reflect pending transactions and transactions that you have authorized to be paid that have not yet been processed by the Bank. You must consider any pending and/or authorized transactions that have not yet been processed by the Bank in determining your account balance available for withdrawal or you will risk overdrawing your account.

**"Consumer"** means a natural person.

### **CONSUMER ATM SERVICES**

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**Types of Transfers:** You may use your Card and PIN 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. At present you may use your Card and PIN do the following through our ATMs (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking account and savings accounts.
- Obtain balance information on your deposit accounts.
- Make payments on loans you have with us from your deposit accounts.
- If you have an overdraft line of credit, you can, by overdrawing your checking account obtain a loan advance from the credit available under the overdraft line of credit.

**Other Services Available with your Card and PIN.** You can pay for purchases by accessing your checking account at merchants that have agreed to accept the Card and PIN. If your Card accesses only your savings account, you may access your savings account at a POS terminal. You may buy up to \$500.00 worth of goods and services each day you use your Card and PIN in our point of sale transfer service and at the time of the purchase you may also be able to withdraw cash, subject to funds availability.

**Debit MasterCard®.** In addition to terminal transfers, if you have a Debit MasterCard® card, you can use your Card without your PIN to access your checking [savings] account to pay for purchases at merchants displaying the MasterCard® symbol. Such transactions are called Debit MasterCard® card purchases. The merchant's own policy

on refunds and returns governs your rights relating to refunds and returned merchandise. You must resolve issues of this type directly with the merchant.

Some of these services may not be available at all ATMs or POS terminals. We are a member of [MasterCard®] ["CIRRUS"], ["NYCE"] and ["Allpoint"] ATM networks and all of the transactions described above may not be available at all ATMs or POS terminals where you can use your Card and different limitations on withdrawals, deposits and other transfers may apply.

**Limitations on Frequency and Amount:**

- You may make an unlimited number of cash withdrawals from ATMs per day.
- You may withdraw up to a maximum of \$500.00 (if there are available sufficient funds in your Account) per Card, per day.

**Debit MasterCard® Purchases.** In addition to the limits of \$500.00 per Card, per day, if your Card is a Debit MasterCard® card you can use your Card to make Debit MasterCard® card purchases up to a maximum of \$1500.00 (if there are available sufficient funds in your Account), per day.

You agree that we are not responsible if we dishonor other Point of Sale, ATM, check or any other transactions drawn on your Account based on a Debit MasterCard® card purchase.

**International Debit MasterCard® Transactions.** For Debit MasterCard® card international transactions a currency conversion assessment will be applied to the U.S. Dollar amount of the transaction. The charge applies to any ATM transaction, pin-based Debit MasterCard®, or signature- based Debit MasterCard® transaction made in foreign currency or where the country code of the merchant does not equal the country code of the account range. The currency conversion assessment applies to any transaction conducted using a credit or debit Cirrus®, Maestro®, or MasterCard card. The currency conversion assessment is calculated by utilizing an exchange rate that is equal to either the (i) wholesale market rate or (ii) the government- mandated rate, in effect one day prior to the transaction processing date. The exchange conversion amount is then increased by 1.10% of the U.S. Dollar value of the transaction. A "Cross Border Assessment ICA Fee" represents .90% of the 1.10% currency conversion assessment. A "Currency Conversion Assessment CCA Fee" represents .20% of the 1.10% of the currency conversion assessment. Your transaction may also be subject to a separate "Int'l Services Assessment (ELN)". The fee may be applied to any transaction that utilizes the Global Payment System. This charge represents 1.00% of the U.S. Dollar value of the transaction.

**Fees and Charges for All ATM Transactions:**

- There is no charge for ATM withdrawals at machines owned by First County Bank.
- ATM withdrawals made at machines not owned by First County Bank, do not incur a fee from First County Bank, however you may be charged a fee by the ATM operator or network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

Transactions originating on U.S. military bases and at U.S. embassies and consulates overseas will not be assessed international MasterCard® fees. In addition, international Debit MasterCard® commerce transactions and single currency (same currency different country) transactions acquired in U.S. territories are exempt from (MasterCard® Cross Border Assessment and Currency Conversion Assessment) fees.

**Monthly ATM Debit Fee: \$1.00**

Refer to account disclosures for further information

**CONSUMER TELEPHONE ACCESS**

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**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.
- Give you tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.

**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. Withdrawal of funds cannot exceed the available balance in your Account.

**Other Limitations.** Transfers from savings accounts and money market accounts are limited by law. During any statement cycle (or similar period), you may not make more than six withdrawals or transfers to another bank account of yours or to a third party by means of a pre-authorized, automatic transfer, internet banking or telephonic order or instruction, whether initiated by check, draft, debit or ATM card, if applicable, or similar order to a third party.

**Fees and Charges for Audio Response Transactions:**

- We do not charge for any Audio Response Transactions.

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your, Card PIN, or Audio Response PIN has been lost or stolen. 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, you can lose no more than \$50.00 if someone used your Card or PIN 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 PIN, and we can establish that we could have stopped someone from using your Card or PIN 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, 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 establish 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 or write to us at the telephone number or address set forth below.

**Special Rule for Debit MasterCard® Purchases:** For Debit MasterCard® card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply, up to \$500.

**Business Days.** For the purpose of these electronic funds transfer disclosures; our regular business days are Monday through Friday. Holidays are not included.

**DOCUMENTATION**

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**Periodic Statement:** You will receive a monthly Account statement. If there are no transactions in a particular month, we reserve the right to produce a statement quarterly. If you have a passbook account, you may bring your passbook to First County Bank and we will record any transactions posted to your account since the last time you brought in your passbook.

**Terminal Receipt.** You can get a terminal receipt at the time you make a transaction through an ATM or POS terminal or conduct a Debit MasterCard® card purchase. This record will show certain information such as the amount of your transaction, the type of transaction, and the date of the transaction.

**Direct Deposit.** If you have arranged to have direct deposits made to your Account, you can call us at (203) 462-4400 to find out whether or not the deposit has been made.

**Our 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 instances:

- 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 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 problem when you started the transaction.
- If circumstances beyond your control (such as fire, flood or power failure) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other reasons under Federal or State law why we will not be liable.

**In Case of Errors or Questions About Your Electronic Transfer.** Telephone us at (203) 462-4400, or write us at P.O. Box 1415, Stamford, CT 06904-1415 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 tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. (We may extend this period to twenty (20) business days if the error occurred within thirty (30) days of the first deposit to your Account.) If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. (If the complaint or question concerned a transaction that was initiated in a foreign country, was initiated at a Point of Sale terminal, or occurred within thirty (30) days of the first deposit to your Account, we may take up to ninety (90) days to complete our investigation.) If we decide to do this, we will re-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 re-credit your Account.

We will tell you the results within three (3) business days of completing the 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.

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

- As strictly necessary to effect, administer and/or enforce transactions that you have requested or authorized or to service and/or process financial products or services that you may have requested or authorized, including to verify existence and condition of your Account upon the request of a credit bureau or merchant.
- As further permitted by law, including complying with governmental agency or court orders or if you specifically give us your consent.

**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 or, if we have agreed on this method, we provide it to you electronically. Notices from you will be effective when received by us at 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 Card or Audio Response services, if:

- You or any authorized user of your Card, Card 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 Card, Card 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.

Termination of services 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.

## CONSUMER PREAUTHORIZED ELECTRONIC FUND TRANSFERS

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

- Accept direct deposit from your employer, U.S. Treasury Department or other financial institutions to your checking or savings account.
- Pay certain recurring bills from your checking or savings account.

**Electronic Check Conversion.** You may authorize or consent to have a merchant, other business or payee use your checks, to create a one-time electronic payment from your Account

**Fees and Charges:**

- We do not charge for any preauthorized EFTs.

**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 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 your call. If we require you to put your request in writing and send it to us within fourteen (14) days and you do not do so, then your oral stop payment order will cease fourteen (14) days after it has been made and we may make the payment if the person or organization demands it. We will charge you \$30.00 for each stop payment order you give.

**Note:** If you want to stop these preauthorized payments permanently, you must notify the person or organization you have told us to pay. A stop request, which we receive, will only stop the particular payment to which it applies. If you instruct us to stop these payments permanently we will do so, but we may require you to send us a copy of your notice to the person or organization you told us to pay.

**MasterCard® Automatic Billing Updater:** Your debit card is enabled with the Automatic Billing Updater feature. If you provided your Debit MasterCard® account number for a preauthorized transfer MasterCard's Automatic Billing Updater is a service that participating merchants and service providers can use to retrieve cardholder account changes or updates, like new debit card numbers or card expiration dates. This helps promote as little disruption as possible for your account-on-file transactions and automated payments. Account-on-file transactions are payments processed using a card number you have stored with a merchant or service provider. Automated payments are recurring payments you set up with a merchant or service provider. Automatic Billing Updater is only available to participating merchants, and the merchant chooses the frequency at which it checks for updated payment information. Even if the merchant or service provider participates in Automatic Billing Updater, when your card information changes, to avoid late payments, you must check with your merchant or service provider to ensure your card information is updated.

**Notice of Varying Amounts.** If these regular payments 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.

**Non-Enforcement of our Rights.** We can choose not to enforce or to delay in enforcing any of our rights under this Agreement without losing them in the future.

**Amendments.** We can change these rules, including, for example, adding or increasing fees. We will give you notice of these changes as required by law.

**Provisional Payment Disclosure.** Credit given by us to you with respect to an automated clearinghouse credit entry is provisional until we received final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount

credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice Disclosure.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statements we provide to you.

**Notice of Law Disclosure.** We may accept on your behalf payments to your Account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your right and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Connecticut as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account.

**Overdrafts.** We may pay overdrafts on a discretionary basis for pre-authorized electronic fund transfers unless you opt out of such service. We do not pay overdrafts for ATM or everyday debit card purchases unless you authorize us to do so by opting in to have such service. If you do not have sufficient funds in your account to pay for a transaction and an overdraft occurs and we pay it, you will be charged a fee of \$34 per overdraft, unless your account is overdrawn for less than \$10.00. Other limitations and fees may apply. Please see your Account Disclosures and Fee Schedule and "What You Need to Know about Overdrafts" for more information.

**CustomerFirst**  
CONTACT CENTER

Live assistance during business hours. For banking questions, online banking inquiries, general information, or to be directed to a First County Bank representative that will meet your needs, just call our CustomerFirst Contact Center Monday through Friday. (excluding holidays) from 8:30 a.m. to 4:30 p.m.

Telephone: (203) 462-4400  
Fax: (203) 462-4413

**24-hour touch tone banking system**

203.462.4300

**Lost/Stolen Debit Cards or ATM Cards**

800.264.5578

**Contact us by mail**

First County Bank  
CustomerFirst Contact Center  
117 Prospect Street  
Stamford CT 06901

**Debit Card or ATM Card Transaction Disputes**

866-987-1457

**Contact by e-mail:**

[customerfirst@firstcountybank.com](mailto:customerfirst@firstcountybank.com)

[www.firstcountybank.com](http://www.firstcountybank.com)



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