



DEPOSIT ACCOUNT AGREEMENT

Effective November 1, 2012



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TRUTH-IN-SAVINGS DISCLOSURE

General Policies for Checking, Savings, and Money Market Accounts

- Refer to *Personal and Business Solutions/Features and Service Charges* brochure for charges and other restrictions which may be imposed.
- **Rate information:** Your interest rate and annual percentage yield may change.
- **Frequency of rate changes:** We may change the interest rate on your account at any time.
- **Effect of closing an account:** If you close your account before interest is credited, you will not receive the accrued (earned) interest.
- **Daily balance computation method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- **Accrual of interest on noncash deposits:** Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- **Tax information.** The amount of interest earned will be reported to the IRS in the year credited.
- We may require not less than 7 days notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.
- A fee will be charged each day a transfer is made for an account with overdraft protection.

NON INTEREST BEARING CHECKING ACCOUNTS

- FREE CHECKING**
- No minimum balance requirements and no monthly service charges.
- CLASSIC CHECKING**
- Keep a minimum daily balance of \$750 or \$2,500 minimum daily balance combined with a savings or money market, or maintain a personal loan or line of credit to avoid a \$15 monthly maintenance fee
- BANKING FREESTYLE**
- No minimum balance requirements.
 - Per check charge of \$1.00 for more than 3 checks per monthly statement cycle.
 - E-statement enrollment required to avoid a \$5.00 monthly fee.

INTEREST BEARING CHECKING ACCOUNTS

- PREMIUM CHECKING**
- Keep a minimum daily balance of \$1,500 or \$5,000 minimum daily balance combined with a savings, money market, Certificate of Deposit, or IRA, or maintain a personal loan or line of credit to avoid a \$15 monthly maintenance fee
 - **Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every statement cycle.
- Your interest rate is determined by the balance in your account according to the following tiers:
- \$0 - \$49,999.99
 \$50,000 - \$99,999.99
 \$100,000 - \$499,999.99
 \$500,000 and greater
- Payment of interest will be calculated by applying the variable interest rate from the appropriate tier (based on your balance) to that days' collected balance in your account.

SAVINGS AND MONEY MARKET ACCOUNTS

General Policies for Savings and Money Market Accounts

- **Transfer Limitations** - For savings and money market accounts you may make up to six covered transfers or withdrawals by means of a preauthorized, automatic, online or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

SEACOAST SAVINGS

- Keep a minimum daily balance of \$500 to avoid a \$15 quarterly maintenance fee
- **Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.
- No minimum deposit balance for minor accounts until age of majority
- A fee will be charged for each item in excess of six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a statement cycle.

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

\$0 - \$49,999.99
 \$50,000 - \$99,999.99
 \$100,000 - \$499,999.99
 \$500,000 and greater

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

SAVINGS IRA

- **Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.
- **Minimum balance to open the account** - You must deposit \$100.00 to open this account.
- No minimum balance requirements.

Fees:

An administrative closing fee may be charged at closing.

SEACOAST MONEY MARKET

- Keep a minimum daily balance of \$2,500 to avoid a \$15 monthly maintenance fee.
- **Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every statement cycle.
- A fee will be charged for each item in excess of six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a statement cycle.

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

\$0 - \$49,999.99
 \$50,000 - \$99,999.99
 \$100,000 - \$499,999.99
 \$500,000 and greater

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

SAIL INTO SAVINGS

- There is no maintenance fee as long as there are automatic transfers each calendar quarter.
- **Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.
- A fee will be charged for each item in excess of six withdrawals or debits (not including ATM withdrawals or withdrawals at our teller line) in a statement cycle.
- Statement will be combined with linked checking account.

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

\$0 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$499,999.99
\$500,000 and greater

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

- **The Program.** Seacoast National Bank has introduced a savings program, where \$1 is automatically transferred from your checking account to your Sail Into Savings account for each check card transaction and each bill payment made using our online bill payment service by you, a joint owner, or an authorized signer on the checking account. At the close of each business day, we will total the number of qualified transactions that post to your checking account and process a single transfer (\$1 X number of qualified transactions = amount of transfer) from your checking account to your Sail Into Savings account on the next business day. On any business day, if you do not have sufficient available funds in your checking account to cover the entire transfer, or if any transaction has overdrawn your checking account, the transfer for that business day will not occur. If your Check Card purchases or online bill payments are subsequently canceled, reversed or disputed, for any reason, the corresponding transfers will remain in your Sail Into Savings account and will not be credited back to your checking account.
- **Enrollment.** Seacoast personal account customers are eligible to participate in the Program if they meet and maintain the following requirements. There are three required Seacoast products that make up the Program: (1) a Sail Into Savings account, (2) a linked personal checking account, and (3) a linked Check Card (the "Check Card"). The Sail Into Savings account is a necessary component of the Program and is not available as an individual account. The Sail Into Savings account must remain linked to a checking account to take advantage of the account features and benefits. If the Sail Into Savings account is not linked to a checking account or if no transfers have been made to your Sail Into Savings account, for three months then we may close your account or convert your account to a Seacoast Savings account.
- **Qualified Transactions.** A "qualified transaction" is any signature-based or PIN-based Check Card transaction or electronic payment. All other banking transactions not specified above (such as ATM withdrawals, checks, wires, deposits, transfers) are not qualified transactions. Only qualified transactions that post to your linked checking account are eligible for the \$1 automatic savings feature.

We reserve the right to determine at our sole discretion whether a particular bank transaction is a qualified transaction.

CERTIFICATES OF DEPOSIT

General Policies For Certificate of Deposit

Crediting and compounding frequency - Interest may be credited to your account monthly and compounded monthly. The annual percentage yield, shown on the certificate receipt, assumes interest will be credited to your Certificate of Deposit account monthly. Earnings will

be reduced if you elect to have interest credited quarterly, semi-annually, annually or at maturity or credited to another deposit account or paid by check.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations:

You may or may not make unlimited deposits into your account before maturity, depending on the type of certificate you choose.

You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal.

You can only withdraw interest that has been paid to your account without penalty.

Early withdrawal penalties - Except as mentioned below, you cannot withdraw any principal from this account before a maturity date without our consent and we will charge a penalty.

With the maturity period of one year or less, the penalty equals the loss of simple interest for three months.

With the maturity period greater than one year, the penalty equals the loss of simple interest for six months.

We will use the interest rate in effect at the time of withdrawal to calculate the penalty. We will charge the penalty first against any interest then in the account, and any excess will be deducted from the amount you withdraw.

We are permitted to allow an early withdrawal and waive the above penalty if any account owner dies or is declared incompetent.

Minimum balance account: If we require a minimum balance on this account, we may treat any withdrawal that reduces the balance below such minimum as a withdrawal of the entire balance and calculate the penalty accordingly.

Withdrawal of interest prior to maturity - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Automatically renewable time account - If indicated on the certificate receipt, this account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before final maturity. If either you or we prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

Refer to *Personal and Business Solutions/Features and Service Charges* brochure for charges and other restrictions which may be imposed.

FIXED RATE CERTIFICATE OF DEPOSIT

This certificate is available in a variety of terms. In addition to the following, see General Policies for Certificate of Deposit.

Minimum balance to open the account - You must deposit \$1,000.00 to open this account or \$500.00 to open a minor account.

FIXED RATE JUMBO CERTIFICATE OF DEPOSIT

This certificate is available in a variety of terms. In addition to the following, see General Policies for Certificate of Deposit.

Minimum balance to open the account - You must deposit \$100,000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100,000.00 in the account each day to obtain the disclosed annual percentage yield.

IRA FIXED RATE CERTIFICATE OF DEPOSIT

This certificate is available in a variety of terms. In addition to the following, see General Policies for Certificate of Deposit.

Minimum balance to open the account - You must deposit \$1,000.00 to open this account.

Fees:

An administrative closing fee may be charged at closing.

18-MONTH IRA VARIABLE RATE CERTIFICATE OF DEPOSIT

In addition to the following, see General Policies for Certificate of Deposit.

Rate information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Fees:

An administrative closing fee may be charged at closing.

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT ACCOUNT OPENING INFORMATION - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the state of Florida (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this

account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account.

DEPOSITS - We will give provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept for deposit a check payable to someone other than you, we may require any indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check.

Checks and withdrawal rules - All checks drawn by you must be negotiable and on a form satisfactory to us, or we may refuse to honor. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater than any applicable frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Waivers - Even if we honor a nonconforming request, we are not required to do so later. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Individual Account** - is an account owned by one person. **Joint Account - With Survivorship (And Not As Tenants In Common)** - is owned by two or more persons. Each of you intends that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Tenants by the Entireties** - An account owned jointly by husband and wife with right of survivorship in which each spouse may act for himself or both spouses in depositing, withdrawing or otherwise dealing with the account during their marriage. **Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, with right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. **Corporate, Partnership, and other Organizational Accounts** - We require a separate authorization form designating the person(s) permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

STOP-PAYMENTS - A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. Bank's acceptance of a stop payment order does not mean that the item or Entry has not yet been paid. Bank shall have no liability resulting from the payment of an item or Entry prior to its actual receipt of a stop payment order from Depositor and reasonable time to process the order. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-

payment order expires. Depositor acknowledges that an item may be converted to an ACH Entry (electronic debit) by the payee of the item. Even if Depositor has been given notice by the payee that the item will be converted to an ACH Entry, if Bank is not advised that the stop payment is for an ACH Entry, the Depositor's stop payment may not be effective. If Depositor places a stop payment order on the item without notifying Bank that it has been converted to an ACH Entry, Bank will use reasonable efforts to identify and stop payment of the Entry, but will not be liable to Depositor for payment of the Entry, and Bank will not be liable for damages if Bank stops payment on another Entry from the same originator or in the same amount which Bank believes to be the Entry representing the converted item.

A stop payment order against an item or Entry must accurately describe it as to date, number, amount, and payee, and must correctly indicate Depositor's name and the Account number. Depositor agrees that it is current industry standard to process stop payment orders by means of computer technology. Accordingly, failure of Depositor to provide the above information may result in the item or Entry being paid if presented, and Bank will not be liable for such payment. Any errors on Bank's written acknowledgment to Depositor of a stop payment order must be reported by Depositor in writing within 10 calendar days of the written acknowledgement date. A stop payment order remains effective for six months from the date Bank receives notice of the order. A stop payment order may be renewed for successive periods equal to its original period of effectiveness if Bank receives a renewal notice prior to the order becoming ineffective. Stop payment order requests, renewals or revocations must be in writing when served upon an employee of the bank during normal banking hours. Stop payment orders can also be initiated by phone or online. Revocations of stop payment orders may be made in person or online. Please refer to our online disclosures for additional terms and conditions regarding online stop payment orders.

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions are provided separately.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. We may close your account without notice if your account is at a zero balance. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address and contact information at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change in any term of your account and you continue to maintain your account after the effective date of the change, you have agreed to the new term(s).

STATEMENTS - You agree to examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any "problems or unauthorized transactions" you must notify us in writing of the relevant facts. For purposes of this section, "problems or unauthorized transactions" include, but are not limited to, missing deposits; unauthorized electronic transfers; missing, stolen or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; illegible images; encoding errors made by you or us; and counterfeit checks. You must notify us of any problems or unauthorized transactions within 45 days of your statement date, regardless of how we make your statement of account available to you. You agree that 45

days is a reasonable amount of time for you to review your statement of account and report any problems or unauthorized transactions. In addition, if you fail to timely notify us of any problems or unauthorized transactions as described above, we will not be liable to you for any problems or unauthorized transactions committed by the same person on your account that could have been prevented if you had complied with your obligations under this section to notify us of any problems or unauthorized transactions within 45 days of your statement date.

IF YOU FAIL TO DISCOVER AND REPORT ANY PROBLEMS OR UNAUTHORIZED TRANSACTIONS WITHIN THE 45 DAY PERIOD, YOU LOSE ANY AND ALL RIGHTS YOU MAY HAVE TO ASSERT AGAINST US. THE INFORMATION IN YOUR STATEMENT OF ACCOUNT WILL BE CONCLUSIVELY PRESUMED CORRECT AND WE WILL BE RELEASED FROM ANY AND ALL LIABILITY FOR THE TRANSACTIONS CHARGED TO YOUR ACCOUNT AND FOR ALL OTHER MATTERS COVERED BY OR REFLECTED IN THE STATEMENT OF ACCOUNT

ACCOUNT TRANSFER - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

SETOFF DEBTS - If you owe us money now or in the future, you agree that we shall have the right to setoff against any and all funds in your accounts with us (including any joint accounts), and to apply such funds to satisfy all Liabilities (as hereinafter defined) of yours and/or any other joint owner regardless of by whom the funds were deposited and regardless of the source of such funds. The funds in joint accounts, including accounts owned as tenants by the entireties, may be set off by us for any individual or joint debt of any person having withdrawal rights. To the extent that setoff of funds in an account owned by husband and wife as tenants by the entireties would ordinarily not be permitted by law for a debt of only one of the spouses, both spouses and all persons having rights of withdrawal hereby waive that right and consent to setoff for either an individual or joint debt owed by one or both of them to this bank. This waiver applies to debts on which any one of you is liable, whether jointly with another, individually, or those on which you are secondarily liable. We will not be liable for the dishonor of any withdrawal, debit or check when the dishonor occurs because we setoff a debt against the account pursuant to this paragraph. You agree to indemnify and hold us harmless from any claim arising as a result of our exercising our right to setoff. "Liabilities" means and includes all indebtedness, obligations, and liabilities of any account owner for borrowed money, lease obligations, service charges, fees, or a judgment debt.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account.

RESTRICTIVE LEGENDS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90

days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

PAYMENT ORDER OF ITEMS - The order in which items drawn on your account are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

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

If a check, item or transaction (other than an ATM or everyday debit card transaction) is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). A fee is imposed for overdrafts created by checks, in-person withdrawals, ATM withdrawals, Point of Sale (POS) or by other electronic means. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to keep careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

CHECK PROCESSING - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify such payment, and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble

the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. Generally, the funds in your account are considered unclaimed if you have not had any activity on your account over a period of years or otherwise indicated an interest in the account. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

DEATH OR INCOMPETENCE - For sole owner accounts. We may continue to honor checks, items, and instructions until: (a) we are notified of the death or incompetence of the account owner and (b) we have had a reasonable opportunity to act on that knowledge.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen cashier's check. To assert the claim: (a) you must be the remitter or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately

enforceable. We may pay the check until the 90th day after the date of the check. Therefore, your claim is not enforceable until the 90th day after the date of the check and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

DEPOSITS BY MAIL - You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. If you do not use your pre-encoded deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account number(s), online credentials and access device(s) (e.g., an ATM card, point-of-sale card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Debit Cards - If we issue debit cards to you for conducting transactions at ATMs, or purchasing goods or services from merchants, you agree that such cards are our property, may be canceled at any time without notice to you and will be surrendered upon our request. You acknowledge that the personal identification number (PIN) assigned has the same legal effect as your signature and is personal and confidential. You agree to take all reasonable precautions so that no one else learns the PIN on your debit cards, and not keeping a record of your PIN in the same wallet or place as your bank cards. You agree that if you give your debit card and PIN to another person to use, you will be responsible for the use of that card by such person. You agree to report to us any loss or theft of debit cards or any other problems concerning your account. Your rights and liability will be set forth in the Electronic Fund Transfers Your Rights and Responsibilities of this document.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to

be the signature of the account owner). For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from your account. If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. You may be asked to close your account and re-open a new account. If you refuse to close your account you agree to execute a hold harmless agreement releasing us from liability in the event a blank check is paid that you did not authorize. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; (3) you agree to indemnify and hold us harmless against any and all claims; and (4) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - You will not use your account to conduct transactions relating to unlawful internet gambling or any illegal activity. Because we are required to prevent transactions involving unlawful internet gambling, we may refuse any gambling transaction that is not conducted in person, whether that gambling is lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal activity.

MONITORING AND RECORDING TELEPHONE CALLS - We may monitor or record phone calls for security reasons and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise

reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our self-off against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address, contact information or your name. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

ACCOUNT ORGANIZATION - We have organized checking accounts in a nontraditional way. Your account consists of two subaccounts. One of these is a checking subaccount, and you will transact business on this subaccount. The other is a nontransaction subaccount. If your checking account earns interest, the interest rate will apply to both subaccounts. If your checking account does not earn interest, no interest will be paid on either subaccount. You cannot directly access the nontransaction subaccount, but you agree that we may automatically, without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. We will make these automatic transfers so that your ability to use your funds through your checking subaccount will be no different than for traditional checking accounts. We will not allow more than six transfers per monthly statement period from the non-transaction subaccount. You will not see any difference between the way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

BINDING ARBITRATION - At our request or your request, a dispute concerning your deposit account will be decided by binding arbitration under the commercial arbitration rules of the American Arbitration Association. Arbitration involves the review and resolution of the dispute by a neutral party. It will be used in place of a trial before a judge and jury in a formal court of law. The arbitration will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. **YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.** You are free to terminate your relationship with us if you don't agree with this change. If you continue to use your deposit account, arbitration will apply to all disputes, whether they arose in the past or arise in the future.

NOTICE OF NEGATIVE INFORMATION

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

The provisions of the Electronic Funds Transfer Act and Federal Reserve's Regulation E apply specifically to consumer Accounts only. Non-consumer Accounts are not covered by these provisions.

This Agreement and Disclosure governs the use of electronic fund transfer (EFT) services offered in conjunction with your checking, savings or other accounts with Seacoast National Bank. These services include preauthorized transfers to and from your account, such as automated deposits of Social Security checks, and all transactions resulting from the use of the Seacoast National Bank ATM/CheckCard through an automated teller machine (ATM), a Point-of-Sale (POS) terminal or any other use of the card. In consideration of the EFT services made available to you and any other person using the EFT services in conjunction with the account (who, by such use, agrees to be bound hereby) by signing, accepting or using the EFT service agrees to the terms and conditions in this Agreement and Disclosure.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, and money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings, and money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Seacoast National Bank ATM Card Transactions - types of transfers and dollar limitations - Each day you may access your account(s) using your ATM card and personal identification number, to:

- get cash withdrawals up to \$500.00 from checking, savings, or money market account(s) at an ATM terminal

- transfer funds among checking, savings, and money market account(s)
- get information about the account balance of your checking, savings, and money market accounts

Some of these services may not be available at all terminals.

- Your Seacoast National Bank ATM Card may not be used to make Point-of-Sale (POS) transactions.

Seacoast National Bank Check Card Transactions - You may access your checking account to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

In addition to the above - Using your check card, each day you may:

- make purchases up to \$2,500.00 at participating VISA® merchants
- perform cash advances up to \$500.00

Currency Conversion. When you use your VISA® Check Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Cardholder Notice: As a member of the NYCE Network, Seacoast National Bank's VISA® branded debit cards allow transactions to be initiated without a PIN. Merchants must provide a clear way of choosing to make a VISA® Debit Card transaction if they support this option. Transactions completed outside the VISA® network may not carry the same terms as those processed over the VISA® Network.

Arrangements with other organizations - From time to time, we may enter into arrangements with other electronic fund transfer system owner/operators of ATMs and/or retail organizations to enable you to use your ATM card in their ATMs. These organizations may impose transaction fees on transactions performed at their machines. Also, the types of transactions and services available through their machines may vary from those provided through Seacoast National Bank's ATMs. Deposits of any type will not be permitted at their machines.

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

- Refer to the separate fee schedule for any ATM charges we may impose.

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account, you can call us to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

STOP PAYMENT OF PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Refer to *Personal and Business Solutions/Features and Service Charges* brochure for charges and other restrictions which may be imposed.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) In order to stop payment you must notify us of the exact dollar amount 3 business days or more before the scheduled payment.

- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

- (a) **Consumer liability.**

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days of your statement date, regardless of how we make your statement of account available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limit on Liability for VISA® Check Card.** Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Check Card. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number which are not processed by VISA®.

(b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

CUSTOMER RESPONSIBILITY

The card may be used only by the person named thereon; provided however, that if you authorized another person to use the card in violation of this Agreement, you agree to assume responsibility for such use and we will be entitled to charge your account for all such transactions by you or the authorized person.

SECURITY PRECAUTIONS

You understand the necessity to protect the confidential nature of the personal identification number (PIN) and not disclose it to anyone or write it where it is available to others by lawful or unlawful means. Failure to keep your PIN confidential can result in access to your account in event of loss or theft.

OWNERSHIP OF CARD

Your privilege to use the card may be cancelled by us at any time. The card shall remain the property of Seacoast National Bank and will be surrendered upon demand or upon the closing of your account(s) with us.

APPLICABLE RULES AND LAWS

All EFT transactions including those transactions involving the use of the card shall be governed by this agreement and disclosure, the bank's signature card agreement, account contracts and the normal rules governing your account, and by state and federal laws.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this document, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days of your statement date, regardless of how we make your statement of account available to you on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if the transfer involved a VISA® Check Card purchase and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if the transfer involved a VISA® Check Card purchase and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

SEACOAST NATIONAL BANK
P.O. BOX 9012, STUART, FLORIDA 34995
Business Days: Monday through Friday

Excluding Federal Holidays
Phone: 800-706-9991 (Toll Free) or 772-287-4000 (For outside the U.S.)

MORE DETAILED INFORMATION IS AVAILABLE
ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our general policy is to make funds from your cash, check, and electronic direct deposits available to you on the business day we receive your deposit. Check deposits made at a Seacoast automated teller machine (ATM) will be available to you on the first business day after the day we receive your deposit.

The length of the delay is counted in business days from the day of deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit at any Seacoast branch during regular business hours on a business day, we will consider that day to be the day of your deposit. If you make a deposit at a Seacoast ATM before 7:00 p.m. on a business day, we will also consider that day to be the day of your deposit. However, if you make a deposit on a non-business day or at a Seacoast ATM after 7:00 pm, we will consider that deposit made on the next business day.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid. Your transaction, including checks and other items, is subject to verification. Your account may be adjusted if the funds are not collectable or an error is discovered. If we cash a check for you or accept a check for deposit and provide immediate availability of those funds, we may place a hold on an equal amount that you have in any of your other accounts at SNB. The hold will last the same amount of time as described within the policy for the type of check cashed or deposited and made available.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check you deposit, funds may not be available until the first or second business day after the day of your deposit. If we delay availability until the second business day, the first \$200 of your deposits will be available the day of your deposit.

If we are not going to make all of the funds from your deposit available on the business day we receive your deposit, we will notify you in writing of the delay. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

You are a new customer and your account has been opened for less than 30 days.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fourth business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you

would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, non-sufficient funds fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Seacoast National Bank
Customer Service Department
P.O. Box 9012
Stuart, FL 34995

800-706-9991 (Toll Free) or 772-287-4000 (For outside the U.S.)

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: your name and account number, the check number, the name of the person to whom you wrote the check, and the amount of the check.

If you tell us orally, we may require that you provide us a confirmation of your claim in writing within 10 business days. In that case, the day we receive your written claim will be the day your claim is considered received. Your rights under this section are governed by the "Check 21 Act" and any implementing regulations.

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Form AIB-TIS 8/4/95 Custom TCM-10p,9a,2az,3e,4t,8d

► WELCOME TO SEACOAST NATIONAL BANK,
WHERE WE PROMISE TO:

- Get you comfortable with the right products and the right team to serve you.
- Make your day-to-day banking simple.
- Resolve out-of-the-ordinary items responsively.
- Invest in you and your community.



say hello
TO A MORE HUMAN WAY TO BANK

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