

**ELECTRONIC FUND TRANSFERS**  
**YOUR RIGHTS AND RESPONSIBILITIES**

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

**TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS**

**(a) Prearranged Transfers.**

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

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

\_\_\_\_\_

**(b) Telephone Transfers.** You may access your account(s) by telephone at 1 (866)-323-3664 using a touch tone phone, your account numbers, and Personal Identification Number (PIN) \_\_\_\_\_ to:

Transfer funds from checking to savings

Transfer funds from savings to checking

Transfer funds from checking to checking

Transfer funds from savings to savings

Make payments from checking to loan accounts with us

Make payments from \_\_\_\_\_ to \_\_\_\_\_

Make payments from \_\_\_\_\_ to \_\_\_\_\_

Get checking account(s) information

Get savings account(s) information

Get balance information and checking, savings, or certificate of deposit \_\_\_\_\_

Get deposit or withdrawal history about checking or savings \_\_\_\_\_

**(c) ATM Transfers.** You may access your account(s) by ATM using your ATM or Debit Card \_\_\_\_\_ and personal identification number to:

Make deposits to checking accounts

Make deposits to savings accounts

Get cash withdrawals from checking accounts you may withdraw no more than \$300.00 per day \_\_\_\_\_

Get cash withdrawals from savings accounts you may withdraw no more than \$300.00 per day \_\_\_\_\_

Transfer funds from savings to checking

Transfer funds from checking to savings

Transfer funds from checking to checking or savings to savings

Make payments from checking account to \_\_\_\_\_

Make payments from \_\_\_\_\_ to \_\_\_\_\_

Get checking account(s) information

Get savings account(s) information

Get balance information about checking or savings \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(d) Point-Of-Sale Transactions.**

Using your card:

You may access your  checking account

savings account(s) to purchase goods ( in person,  by phone,  by computer),

pay for services ( in person,  by phone,  by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

You may not exceed more than \$ 1000.00 in transactions per day \_\_\_\_\_.

ATM Point-Of-Sale transactions limit is \$300.00 per day.

\_\_\_\_\_

**(e) Computer Transfers.** You may access your account(s) by computer by logging onto http://www.firstportcity.com

\_\_\_\_\_ and using your

user ID and password \_\_\_\_\_ to:

Transfer funds from checking to savings

Transfer funds from savings to checking

Transfer funds from checking or line of credit to checking

Transfer funds from savings or line of credit to savings

Make payments from checking to loan accounts with us

Make payments from savings to loan accounts with us

Make payments from checking or savings to line of credit

Get checking account(s) information

Get savings account(s) information

Get balance information about checking, savings or certificate of deposit account(s) \_\_\_\_\_

Bill Pay Services \_\_\_\_\_

(f) **Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by logging onto First Port City Bank Mobile App \_\_\_\_\_ and using your online internet banking password \_\_\_\_\_ to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from Line of Credit \_\_\_\_\_ to checking or savings \_\_\_\_\_
- Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
- Make payments from checking to loan accounts with us
- Make payments from savings \_\_\_\_\_ to loan accounts with us \_\_\_\_\_
- Make payments from \_\_\_\_\_ to \_\_\_\_\_
- Get checking account(s) information
- Get savings account(s) information
- Get loan account (s) information \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

(g) **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 financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution 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:

- 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. You may:
  - Not exceed more than \_\_\_\_\_ payments by electronic check per \_\_\_\_\_.
  - Make payments by electronic check from \_\_\_\_\_ . Payments are limited to \_\_\_\_\_ per \_\_\_\_\_.
- Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:
  - Make no more than \_\_\_\_\_ payments per \_\_\_\_\_ for electronic payment of charges for checks returned for insufficient funds.
  - Make electronic payment of charges for checks returned for insufficient funds from \_\_\_\_\_ . Payments are limited to \_\_\_\_\_ per \_\_\_\_\_.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

#### GENERAL LIMITATIONS

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

- Transfers or withdrawals from a Savings or MMDA \_\_\_\_\_ account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six (6) \_\_\_\_\_ per month \_\_\_\_\_ . If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- Preauthorized payments - You may make arrangements to pay \_\_\_\_\_ certain recurring bills from your checking or savings. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**FEES**

- We charge \_\_\_\_\_ each \_\_\_\_\_  
\_\_\_\_\_ to our customers whose accounts  
are set up to use \_\_\_\_\_.
- We charge \_\_\_\_\_ each \_\_\_\_\_  
\_\_\_\_\_ but only if the \_\_\_\_\_  
\_\_\_\_\_ balance in the \_\_\_\_\_  
\_\_\_\_\_ falls below \_\_\_\_\_  
\_\_\_\_\_ during the \_\_\_\_\_.
- Fees charged per occurrence: Funds Transfer by Phone \$3.00;  
Replace ATM/Debit Card \$6.00; Change ATM/Debit Card Pin  
\$3.00; Lost/Stolen Card Reporting \$15.00
- As explained in the separate Truth In Savings Disclosure.

Except as indicated above, we do not charge for Electronic Fund Transfers.

**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 fund transfer).

**DOCUMENTATION**

**(a) Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

- automated teller machine
- point-of-sale terminal.

You may not get a receipt if the amount of the transfer is \$15 or less.

**(b) Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**(c) In addition,**

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- Preauthorized credits - You may make arrangements for certain \_\_\_\_\_  
direct deposits (for example, from: U.S. Treasury, ABC Company)  
to be accepted into your checking or savings.

**PREAUTHORIZED PAYMENTS**

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

Call or write us at the telephone number or address listed in this disclosure, 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.

We charge \$32.00 \_\_\_\_\_ for each stop payment.

**(b) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will 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.)

**(c) 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**

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

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

**CONFIDENTIALITY**

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

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

**UNAUTHORIZED TRANSFERS**

**(a) Consumer Liability.** 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. Also, 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 after the statement was mailed 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 period.

**Visa® Debit Card.** Additional Limits on Liability for Visa . Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

**Mastercard® Debit Card.** Additional Limits on Liability for MasterCard Debit . You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(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 at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

**ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, 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 after we sent the FIRST statement 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 involving a Visa® point-of-sale transaction processed by Visa or 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 involving a Visa point-of-sale transaction processed by Visa or 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.

**ADDITIONAL INFORMATION:**

**IMPORTANT ATM/DEBIT CARD SECURITY INFORMATION**

We may be calling you. To protect your account, we monitor your ATM and debit card transactions for potentially fraudulent activity which may include a sudden change in locale, a sudden string of costly purchases, or any pattern associated with new fraud trends around the world.

Notification: In an effort to protect our customers and the bank from foreign fraudulent activity, First Port City Bank limits International ATM/DEBIT Card transactions as of August 1, 2009. If we suspect fraudulent ATM or Debit Card use, we will call you to validate the legitimacy of your transactions. Your participation in responding to our call is critical to prevent potential risk and avoid restrictions we may place on the use of your card. Our automated call will ask you to verify recent transaction activity on your card. You will be able to respond via your touch tone keypad. You will also be provided with a toll-free number to call should you have additional questions. Our goal is to minimize your exposure to risk and the impact of any fraud. To ensure we can continue to reach you whenever potential fraud is detected, please keep us informed of your correct phone number and address at all times. In the meantime, please be diligent in monitoring transaction activity on your account and contact us immediately if you identify any fraudulent transactions. Here are some additional tips on protecting yourself from debit card fraud: Protect yourself - Unless absolutely required for a legitimate business purpose, avoid giving out your: address and ZIP code, phone number, date of birth, social security number, card or account number, card expiration date. Your PIN is private; never give it out. In stores and at ATMs, always cover your card and PIN, and watch for: cell phone cameras, mirrors, or other tools used to view cards and PINs, people watching your transactions, cashiers taking your card out of sight; take it to the register yourself, any unusual activity at ATMs; if you feel uncomfortable, go to another ATM. Online, you should never respond to unsolicited emails that ask you to verify your card or account number; such emails are not sent by legitimate businesses. Link to website; such sites can look legitimate but may collect data or put spyware on your computer.

\* Refer to the Notice of ATM/Night Depository Facility User Precautions for additional information.

\* The Unlawful Internet Gambling Enforcement Act of 2006 prohibits gambling businesses from knowingly accepting payments in connection with unlawful Internet gambling, including payments made through credit cards, electronic funds transfers, and checks.

*By signing below customer acknowledges receipt of pages 1, 2, 3, 4 and 5 of this notice:*

*Signed*

*Dated*

**INSTITUTION** (name, address, telephone number, business days)

First Port City Bank

Kristy Harrell, Sr V.P./Operations

PO Box 1070

Bainbridge, GA 39818

**BUSINESS DAYS:** Monday, Tuesday, Wednesday, Thursday and Friday (Saturdays, Sundays and federal holidays are not included).

You can call us at (229) 246-6200 during business hours or our TELEPHONE BANKING system at 1 (866) 323-3664 (24 hours, 7 days a week) to find out whether or not the deposit has been made.

Lost/Stolen Cards 24/7: Phone 800-472-3272