

YOUR DEPOSIT ACCOUNT

TRUTH IN SAVINGS

ELECTRONIC TRANSFERS

FUNDS AVAILABILITY

SUBSTITUTE CHECKS



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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.

AMENDMENTS AND TERMINATION - We may amend the terms and conditions in the Agreement, including our Schedule of Charges. Unless otherwise required by law, we may amend the Agreement without prior notice to you. If we choose to notify you or are required by law to notify you of changes to this Agreement, we may post notice in our branches, on our Website, or mail or deliver a notice, a statement message, or an electronic message to you at the last address we have for you on file. Your continued use of your Account after the effective date of any amendment will constitute your acceptance of the terms of the amendment. You may terminate the Agreement and your Account at any time upon notice to us. We may require such notice be given in writing or in person. We may terminate this Agreement and close your Account or terminate electronic access at any time by giving notice and mailing the account balance to you. Notice from us to any one of you is notice to all of you. Upon notice, you must cease writing checks against your account. We will have no responsibility for items which we do not pay after an Account has been closed.

TRUTH-IN-SAVINGS DISCLOSURE

General Policies for Checking, Savings, and Money Market Accounts

- Refer to *Personal and Business Solutions* brochure for charges and other restrictions which may be imposed.
- An automatic overdraft transfer fee will be charged each day a transfer is made to an account from a Savings account, or Money Market account with overdraft protection.
- **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).
- 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.

PAYMENT ORDER OF 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 an item 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 (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.

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.

NON INTEREST BEARING CHECKING ACCOUNTS

FREE CHECKING

- **Minimum balance to open the account** - You must deposit \$50.00 to open this account.
- No minimum balance requirements.

CLASSIC CHECKING

- **Minimum balance to open the account** - You must deposit \$50.00 to open this account.
- Keep a minimum daily balance of \$750 or \$2,500 minimum daily balance combined in a savings or money market, or maintain a personal loan or line of credit to avoid a \$15 monthly maintenance fee

INTEREST BEARING CHECKING ACCOUNTS

PREMIUM CHECKING

- **Minimum balance to open the account** - You must deposit \$50.00 to open this account.
- Keep a minimum daily balance of \$1,500 or \$5,000 minimum daily balance combined in 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 - \$2,499.99 |
| \$2,500 - \$4,999.99 |
| \$5,000 - \$9,999.99 |
| \$10,000 - \$24,999.99 |
| \$25,000 - \$49,999.99 |
| \$50,000 - \$99,999.99 |
| \$100,000 - \$249,999.99 |
| \$250,000 - \$499,999.99 |
| \$500,000 - \$999,999.99 |
| \$1,000,000 and greater |

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

SELECT INVESTMENT

- **Minimum balance to open the account** - You must deposit \$100.00 to open this account.
- Availability of this Account is limited to Depositors with referral from a FNB Brokerage Services, Inc. representative.
- No minimum balance requirements.
- **Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every statement cycle.

SAVINGS AND MONEY MARKET ACCOUNTS

General Policies for Savings and Money Market Accounts

- **Limitations on Transfers** - Transfers from a Savings or Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per calendar month. If the limited transfers or withdrawals exceed the allowed number during any calendar month your account may be closed or converted to a transaction account.

The depositor may make unlimited withdrawals from the account if made in person, by messenger, by mail or at an ATM.

The depositor may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail or at an ATM.

The depositor may make unlimited preauthorized or automatic transfers to make payments on loans obtained from the Bank.

SEACOAST SAVINGS

- **Minimum balance to open the account** - You must deposit \$50.00 to open this account.
- 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
- Your account will be charged a monthly fee if you complete more than six withdrawals or debits (not including ATM withdrawals or checks cashed 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 - \$2,499.99
\$2,500 - \$4,999.99
\$5,000 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$249,999.99
\$250,000 - \$499,999.99
\$500,000 - \$999,999.99
\$1,000,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily 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

- **Minimum balance to open the account** - You must deposit \$50.00 to open this account
- 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.
- Your account will be charged a monthly fee if you complete more than six withdrawals or debits (not including ATM withdrawals or checks cashed 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 - \$2,499.99
\$2,500 - \$4,999.99
\$5,000 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$249,999.99
\$250,000 - \$499,999.99
\$500,000 - \$999,999.99
\$1,000,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily collected balance in your account.

SAIL INTO SAVINGS

- **Minimum balance to open the account** - You must deposit \$1.00 to open this account or an existing savings account can be converted.
- 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.
- Your account will be charged a monthly fee if you complete more than six withdrawals or debits in a statement cycle.

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

\$0 - \$2,499.99
\$2,500 - \$4,999.99
\$5,000 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$249,999.99
\$250,000 - \$499,999.99
\$500,000 - \$999,999.99
\$1,000,000 and greater

Payment of interest will be calculated by applying the variable interest rate established for each tier to the daily 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 electronic payment made 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 (see section 3) 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 electronic 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.

- **Tax Information.** The amount of the Sail Into Savings interest earned will be reported to the IRS in the year credited

CERTIFICATES OF DEPOSIT General Policies For Fixed Rate 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 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.

Non-automatically renewable time account - If indicated on the certificate receipt, this account will not automatically renew at maturity. If you do not renew the account, interest will not accrue after maturity.

Refer to *Personal and Business Banking Solutions* 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 Fixed Rate 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 Fixed Rate 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 Fixed Rate 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

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.

NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any "negative information" may be furnished to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

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

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
- make purchases up to \$2,500.00 from checking account(s) at a POS 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) transfers from Money Market or Savings accounts.

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:

- Make purchases up to \$2,500.00 at participating VISA® merchants
- Up to \$500.00 in cash advances per day

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 STAR 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 automated teller machines 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 fund transfer).

- 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 automated teller machine 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* 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 automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) 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) 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 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 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 booklet, 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 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: 1-800-706-9991(Toll Free)

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 policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits and cash deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Note: Certain electronic transactions may be suspended or delayed in order to comply with US law.

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 and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

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.

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 seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from cash deposits and electronic direct deposits into your account will be available on the day we receive the deposit. Funds from wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you will have to use a separate deposit slip). In addition, you will need to request next day availability from one of our tellers. The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other local and nonlocal check deposits will be available on the seventh 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, bounced check 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

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.



Member FDIC

IMPORTANT INFORMATION ABOUT OPENING YOUR ACCOUNT

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.