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

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

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

"Account" means any account at First County Bank from which we allow you to withdraw funds.

"Card" means your First County Bank ATM card or Visa check card.

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

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

"Available Funds" means the money available in your Account, which can be withdrawn or transferred together with any credit you may have available to you under your Overdraft Line of Credit.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

"ATM Services" Types of Transfers: You may use your Card and PIN to initiate transactions at ATMs of ours, ATMs within the networks identified on your Card and such other facilities as we may designate from time to time. At present you may use your Card and PIN do the following through our ATMs (some of these services may not be available at all ATMs):

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

Other Services Available with your Card and PIN. You can pay for purchases by accessing your checking account at merchants that have agreed to accept the Card and PIN. If your Card accesses only your savings account, you may access your savings account at a POS terminal. You may buy up to $500 worth of goods or services each day you use your Card and PIN in our point of sale transfer service and at the time of the purchase you may also be able to withdraw cash, subject to funds availability.

Visa Check Card. In addition to terminal transfers, if you have a Visa check card, you can use your Card without your PIN to access your checking [savings] account to pay for purchases at merchants displaying the Visa symbol. Such transactions are called Visa check card purchases. The merchant’s own policy on refunds and returns governs your rights relating to refunds and return merchandise. You must resolve issues of this type directly with the merchant.

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

Limitations on Frequency and Amount:

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

Visa check card purchases. In addition to the limits of $500.00 per Card, per day, if your Card is a Visa check card you can use your Card to make Visa check card purchases up to a maximum limit equal to your available balance, per day.

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

International Visa Check Card Transactions. For Visa check card international transactions, we will use the exchange rate of the check card transactions either the (i)

wholesale market rate or (ii) the government-mandated rate, in effect one day prior to the transaction processing date and increased by one percent.

Fees and Charges for All ATM Transactions:

- There is no charge for ATM withdrawals at machines owned by us.
- ATM withdrawals made at machines not owned by us are allowed free of charge.
- When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.
- An ISA (International Services Assessment) fee of 1% of the U.S. Dollar value of an ATM transaction made in foreign currency will be charged to your account in addition to any other fees.

Transactions originating on U.S. military bases and at U.S. embassies and consulates overseas will not be assessed ISA fees. In addition, international Visa commerce transactions and single currency (same currency different country) transactions acquired in U.S. territories are exempt from ISA fees.

Special Rule for Visa Check Card Purchases: For Visa check card international transactions, we will use the exchange rate of the check card transactions either the (i)

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

Other Services Available with your Card and PIN. You can pay for purchases by accessing your checking account at merchants that have agreed to accept the Card and PIN. If your Card accesses only your savings account, you may access your savings account at a POS terminal. You may buy up to $500 worth of goods or services each day you use your Card and PIN in our point of sale transfer service and at the time of the purchase you may also be able to withdraw cash, subject to funds availability.

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Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instances:
- If through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the transfer would go over the credit limit on your Account.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system is not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond your control (such as fire, flood or power failure) prevent the transaction, despite reasonable precautions that we have taken.
There may be other reasons under Federal or State law why we will not be liable.

In Case of Errors or Questions About Your Electronic Transfer. Telephone us at (203) 462-4400, or write us at P.O. Box 1415, Stamford, Connecticut 06904-1415. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. If the error appears on the accounting statement that we sent you, the error must be reported no later than ten (10) business days after we hear from you and will correct any error promptly. (We may extend this period to twenty (20) business days if the error occurred within thirty (30) days of the first deposit to your Account.) If we need more time, however, we may take up to forty-five (45) days to finish our investigation of your complaint or question concerning a transaction that was initiated in a foreign country, was initiated at a Point of Sale terminal, or occurred within thirty (30) days after the first deposit to your Account, we may take up to ninety (90) days to complete our investigation.

We will tell you the results of our investigation within three (3) business days of completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

Personal Identification Number (PIN). The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security. You may not disclose the PIN to anyone else. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your Accounts.

Notices. All notices from us will be effective when we mailed them or delivered them to your last known address on our records or, if we have agreed on this method, we provide it to you electronically. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of our services, the prevailing party shall be entitled to reasonable attorneys’ fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS and Audio Response Services. You agree that we may terminate this Agreement and your use of the Card or Audio Response services, if:
- You or any authorized user of your Card, Card PIN or Audio Response PIN breach this or any other agreement with us.
- You have reason to believe that there has been an unauthorized use of your Card, Card PIN or Audio Response PIN.
- We notify you or any other party to your Account that we have cancelled or will cancel this Agreement. You or any other party to your Account may terminate this Agreement by notifying us in writing.

Termination of services will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

PREAUTHORIZED ELECTRONIC FUND TRANSFERS

Types or Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:
- Accept direct deposit from your employer, U.S. Treasury Department or other financial institutions to your checking or savings account.
- Pay certain recurring bills from your checking or savings account.

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

Fees and Charges:
- We do not charge for any preauthorized EFTs.
- Stop Payment Rights. If you have told us in advance to make regular electronic fund transfers out of your Account(s), you can stop any of these payments. Here’s how:
  - Call us or write us at the telephone number or address provided by the operating rules of the National Automated Clearinghouse Program or credit card company.
  - If we do not receive your request and get it to us within fourteen (14) days after your call. If we require you to put your request in writing and send it to us within fourteen (14) days and you do not do this, we may return your payment order.
  - If we do not receive your request and get it to us within fourteen (14) days after it has been made and we may make the payment if the person or organization demands it. We will charge you $30.00 for each stop payment order you give.

Note: If you want to stop these preauthorized payments permanently, you must notify the person or organization you have told us to pay to stop a request, which we receive, will only stop the request if it applies. If you instruct us to stop these payments permanently we will do so, but we may require you to send us a copy of your notice to the person or organization (or the person they asked us to pay). If the request is cancelled, we will notify you of the receipt of your request in writing within ten (10) business days after we receive your request.

We may not recredit your Account if we receive a request after the transfer has been made. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days after we hear from you and will correct any error promptly. (We may extend this period to twenty (20) business days if the error occurred within thirty (30) days of the first deposit to your Account.) If we need more time, however, we may take up to forty-five (45) days to finish our investigation of your complaint or question concerning a transaction that was initiated in a foreign country, was initiated at a Point of Sale terminal, or occurred within thirty (30) days after the first deposit to your Account, we may take up to ninety (90) days to complete our investigation.

We will tell you the results of our investigation within three (3) business days of completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Notices. All notices from us will be effective when we mailed them to you or delivered them to your last known address on our records or, if we have agreed on this method, we provide it to you electronically. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your Account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of our services, the prevailing party shall be entitled to reasonable attorneys’ fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS and Audio Response Services. You agree that we may terminate this Agreement and your use of the Card or Audio Response services, if:
- You or any authorized user of your Card, Card PIN or Audio Response PIN breach this or any other agreement with us.
- You have reason to believe that there has been an unauthorized use of your Card, Card PIN or Audio Response PIN.
- We notify you or any other party to your Account that we have cancelled or will cancel this Agreement. You or any other party to your Account may terminate this Agreement by notifying us in writing.

Termination of services will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Obligations. You will be responsible for all charges and fees charged as a result of any transactions made before termination of this Agreement.

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require us to increase our required reserve on the Account.

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

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

Provisional Payment Disclosure. Credit given by us to you with respect to an automated clearinghouse credit entry is provisional until we received final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, we may dishonor the entry. If we are notified by you that you are entitled to a refund of the amount credited to you, you must promptly give us a statement or receipt. We must hear from you no later than twenty (20) days after the end of the month in which you observe the error, or within sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Notice of Varying Amounts. If these regular payments vary in amount the person you are going to pay will tell you 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.

Notice of Law Disclosure. We may accept on your behalf payments to your Account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your right and obligations with respect to such payments and to them as an involuntary applicant are governed by the laws of the State of Connecticut as provided by the operating rules of the National Automated Clearinghouse Program and are applicable to ACH transactions involving your Account.

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**Overdrafts.** We may pay overdrafts on a discretionary basis for pre-authorized electronic fund transfers unless you opt out of such service. We do not pay overdrafts for ATM or everyday debit card purchases unless you authorize us to do so by opting in to have such service. If you do not have sufficient funds in your account to pay for a transaction and an overdraft occurs and we pay it, you will be charged a fee of $30 per overdraft, unless your account is overdrawn for less than $10. Other limitations and fees may apply. Please see your Account Disclosures and Fee Schedule and “What You Need to Know about Overdrafts” for more information.

**Administrative Office**

117 Prospect Street
Stamford CT 06901
(203) 462-4200

InfoAccess
(203) 462-4300

CustomerFirst Contact Center
(203) 462-4400

Reach us on the Internet at:

www.firstcountybank.com

Rev. March 2013