



## CHECKING ACCOUNT DISCLOSURE

*This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.*

### CHECKING ACCOUNT TYPES

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#### **ValueAccess Checking with BaZing**

**Rate Information:** This is a non-interest bearing account.

**Limitations:** You must deposit \$50.00 to open this account.

**Account Fees:** There will be a \$6.00 "Monthly Maintenance Service Charge" on this account which cannot be avoided. If you have enrolled in our draw account service, a \$10.00 "OD Protection Tran Fee" per transfer will be applied to your account. Refer to the "Other Account Fees" or "Electronic Funds Transfer" section of this disclosure for additional fees, and limitations which may be applicable. Your periodic statement will describe this account as the "ValueAccess – BaZing" account. See "BaZing Membership" section for additional details and fee information.

#### **FirstAccess Checking**

**Rate Information:** This is a non-interest bearing account.

**Limitations:** You must deposit \$50.00 to open this account.

**Account Fees:** If the daily collected available balance falls below \$100.00 at any time during the statement, a \$12.00 "Monthly Maintenance Service Charge" will apply. If you have enrolled in our draw account service, a \$10.00 "OD Protection Tran Fee" per transfer will be applied to your account. Refer to the "Other Account Fees" or "Electronic Funds Transfer" section of this disclosure for additional fees, and limitations which may be applicable.

#### **InterestAccess Checking**

**Rate Information:** This account is an interest bearing account. A disclosure with the current interest rate and annual percentage yield for this account was provided to you at account opening. The interest rate and annual percentage yield are available online at [www.firstcountybank.com](http://www.firstcountybank.com). The interest rate and annual percentage yield may change at our discretion. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the available principle balance in the account each day. You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

**Limitations:** You must deposit \$50.00 to open this account.

**Account Fees:** A "Monthly Maintenance Service Charge" of \$15.00 will apply if: (1) at any time during the "InterestAccess" checking account statement cycle, the end of day collected available balance falls below \$1,000.00; or (2) if at any time during the "InterestAccess" checking account statement cycle period, your combined deposit and loan balances (held with First County Bank) fall below \$50,000.00. Deposit account balances are assessed by the daily collected available balance. Loans balances are assessed by the principal loan amount (excluding credit cards). If you have enrolled in our draw account service, a \$10.00 "OD Protection Tran Fee" per transfer will be applied to your account. Refer to the "Other Account Fees" or "Electronic Funds Transfer" section of this disclosure for additional fees, which may be applicable, and limitations.

#### **HIGH YIELD CHECKING with Qualifiers**

**Rate Information:** This account is a tiered interest bearing account. Interest rate tiers are determined by end of day daily collected balance **as well as minimum qualifying account transaction and service activities that must be performed by the accountholder**. These established minimum qualifying account transaction and service activities that must be performed by the account holder are referred to herein as "qualifiers". Qualifiers are listed and further explained in the section below titled Important Qualifier Information. A disclosure with the qualifiers, current interest rates and annual percentage yields for each tier of this account was provided to you at account opening. The qualifiers, interest rates and annual percentage yields are also available online at [www.firstcountybank.com](http://www.firstcountybank.com). The interest rate and annual percentage yield may change. At our discretion and without prior notice, we may change the interest rates and annual percentage yields on the account and/or we may change, add, remove or otherwise adjust the associated qualifiers which may affect the interest rate and annual percentage yield. For non-cash items (for example, checks), interest begins to accrue no later than the business day we receive credit for the deposit. Interest will be compounded monthly and will be credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest.

### **IMPORTANT Qualifier Information**

To earn the disclosed interest rate and APY in each balance tier **ALL** applicable qualifiers must post and settle within each statement cycle. A *statement cycle* is the period of time for which the Bank provides a summary of the financial activities and transactions that post and settle to the account. The statement cycle for this account ends on the 13<sup>th</sup> day of each calendar month provided that the 13<sup>th</sup> of the month is a Business Day. In a month when the 13<sup>th</sup> of the month is not a Business Day, the statement cycle will end on the Business Day immediately preceding the 13<sup>th</sup> of the month. This will result in the number of days in a statement cycle to vary and in some statement cycles being shorter than others. Business Days for this purpose are all days except for Saturday, Sunday, Federal and/or State Holidays, and any day on which we are not opened for business. **It is also important to know that** account transactions and activities may:

- take one or more calendar days from the date the transaction was effectuated or the activity occurred to post and settle to the account; and/or
- may post or settle to the account on a business day following the day the transaction was effectuated or the activity occurred because the transaction or activity was performed after end of day transaction processing begins.

**As a result, transactions or services performed by the accountholder near the close of a statement cycle or the end of day processing may post and settle to the following statement cycle and not the statement cycle in which the transaction and/or service was performed. Only those qualifying transactions and/or activities that post and settle within the statement cycle period will be counted in determining whether the accountholder has met the qualifier requirements within the statement cycle.** If you open or convert to this account during a monthly statement cycle the first statement cycle within which the account was opened or converted will be shorter than a full statement cycle. Only activities and transactions that are performed in connection with this account will be considered when determining whether qualifiers for the statement cycle have been met; activities and transactions that you may have performed earlier in the statement cycle in connection with any other account type WILL NOT be included when determining whether qualifiers for this account have been met.

### **ACCOUNT QUALIFIERS ARE:**

- at least twelve (12) qualifying debit card Point of Sale (POS) purchase transactions that post and settle within the statement cycle from this account; **AND**
- at least one (1) direct deposit credit transaction posts and settles within the statement cycle to this account; **AND**
- be enrolled in and agree to receive electronic periodic account statements (eStatements) for the statement cycle and discontinue receipt of paper periodic account statements for this account.

#### *Debit Card POS Purchase Transactions*

Qualifying debit card POS purchase transactions include, but are not limited to, grocery, gasoline, apparel, dining, sporting and entertainment transactions that post and settle within the statement cycle. The following are NOT qualifying debit card POS purchase transactions: ATM-processed transactions, transfers between accounts, debit card purchases processed by merchants and received by the Bank as ATM or non-debit card POS transactions, and/or purchases made with debit cards not issued by First County Bank. Transactions that may be bundled together by merchants and are received by the Bank as a single transaction count as one (1) single transaction for qualifier purposes.

#### *Direct Deposit*

A direct deposit is any electronically transmitted credit that is posted and settled to your account through the Automated Clearing House (ACH) from a financial institution other than First County Bank. To qualify, the direct deposit must post and settle within the statement cycle. Recurring income you receive from your employer, Social Security, pension and retirement plans, the Armed Forces, VA Benefits, and annuity or dividend payments are examples of ACH transfers that may qualify as direct deposits. ACH credit amounts may be subject to Bank security and/or ACH rule limits. You are solely responsible for establishing at least one (1) direct deposit to this account. In order to establish a direct deposit to this account you must provide the payor of the deposited funds with account information including the account number to which funds are to be deposited and First County Bank's routing number which is 221172212. You may also have to provide the payor of the deposited funds with signed, written authorization in a form acceptable to the payor. Please contact your payor directly as different payors may have different processes for establishing direct deposit. It may take more than one (1) statement cycle before a direct deposit goes into effect.

#### *eStatements*

In order to meet the eStatement qualifier you must be fully enrolled in eStatements before the end of each statement cycle. You will NOT be automatically enrolled in eStatements at account opening. In order to enroll in eStatements you must be an Online Banking user and complete the eStatement enrollment process. It may take at least three (3) business days after your account is opened for our systems to be updated so that you may access the eStatement enrollment process. To enroll in eStatements you must log-in to Online Banking services and select the eStatements tab. The eStatements tab will direct you to the Online Banking enrollment process which includes clicking "View Statements", agreeing to the eStatement Consent and Authorization presented to you during the enrollment process, and confirming your email address. Once you have completed the Online Banking eStatement enrollment process it may take additional Business Days for you to be fully enrolled in eStatements. To meet the eStatement qualifier for this account you must be fully enrolled in eStatements and discontinue paper statements before the end of each statement cycle. For further assistance in completing the eStatement enrollment process please contact our CustomerFirst Contact Center at Monday through Friday (excluding holidays) from 8:30 a.m. to 4:30 p.m., at (203) 462-4400.

Your monthly periodic statement will only indicate whether or not you have met the qualifiers within the statement cycle. Your monthly periodic statement will provide individual transaction details but **WILL NOT** aggregate transaction activity or include calculations related to whether qualifiers for the period have been met. You may monitor Point of Sale (POS) debit transactions that are pending and debit transactions that have posted and settled to the account by logging into Online Banking or Mobile Banking. You may monitor direct deposit credits that have posted and settled to the account by logging into Online Banking or Mobile Banking.

You may also visit one of our conveniently located branches during branch office hours or contact the CustomerFirst Contact Center, Monday through Friday (excluding holidays) from 8:30 a.m. to 4:30 p.m., at (203) 462-4400 for specific account qualifier activity details.

ALL QUALIFIERS MUST POST AND SETTLE WITHIN EACH STATEMENT CYCLE TO EARN THE DISCLOSED INTEREST RATES AND APYs. PLEASE BE SURE THAT YOU HAVE CAREFULLY REVIEWED AND CONSIDERED THE QUALIFIERS. THIS ACCOUNT IS INTENDED FOR ACCOUNTHOLDERS WHO PERFORM QUALIFIER ACTIVITIES AND TRANSACTIONS AS A PART OF USUAL DAY TO DAY ACCOUNT USE.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the available principal balance in the account each day. This is a tiered interest bearing account. A disclosure that lists the minimum balances required to obtain the APY for each tier has been provided to you. The interest rate and annual percentage yield for each tier is available online at [www.firstcountybank.com](http://www.firstcountybank.com). Whether all qualifiers have been posted and settled to the account within the statement cycle is determined at the end of the statement cycle.

**Limitations:** You must deposit \$50.00 to open this account.

**Account Fees:** If you have enrolled in our draw account service, a \$10.00 "OD Protection Tran Fee" per transfer will be applied to your account. Refer to the "Other Account Fees" or "Electronic Funds Transfer" section of this disclosure for additional fees, and limitations which may be applicable.

Consumer Schedule of Charges available online at [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures)

## OTHER ACCOUNT FEES

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### The following fees apply to all First County Bank depository accounts:

Insufficient Funds Charge – Paid:	\$34.00	per Item*
Insufficient Funds Charge – Returned:	\$34.00	per Item*
Overdraft Service Charge:	\$8.00	per Business Day*
Uncollected Funds Charge:	\$5.00	per Item
Certified Check Fee:	\$10.00	per Item
Stop Payment Fee:	\$30.00	per Order
Returned Deposited Item Charge:	\$15.00	per Item
Returned Deposited Coupon Charge:	\$28.00	per Envelope
Bond Coupon Redemption Charge:	\$2.00	per Envelope
Premature Account Closing:	\$15.00	per Account, Closed within the First 90 Calendar Days
Check Printing Charge:		Prices may Vary Depending on Style

You may access First County Bank's Consumer Deposit Account Schedule of Charges online at: [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures).

\*See "What You Need To Know About Overdrafts And Overdraft Fees" section for descriptions of how each fee is assessed. Fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means.

## FUNDS AVAILABILITY POLICY DISCLOSURE

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### Your Ability to Withdraw Funds at First County Bank.

Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash and we may not use the funds to pay checks that you have written.

### Determining the Availability of a Deposit.

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day to one of our employees while we are open, we will consider that day to be the day of your deposit. If you make a deposit on a day that is not a business day while we are open (for example, Saturday), we will consider that the deposit was made on the next business day we are open. If you make a deposit after closing or on a day while we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit to a "proprietary ATM" (an ATM owned by the Bank that accepts deposits and located at a Bank branch) before 12:00 p.m., on a business day while we are open we will consider that day to be the day of your deposit. If you make a deposit to a "proprietary ATM" after 12:00 p.m., or while we are not open we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

### Same-Day Availability.

Funds from the following deposits will be available on the day we receive the deposit.

- Electronic direct deposits
- Cash deposits made in person to one of our employees
- Wire transfers
- Checks drawn on FIRST COUNTY BANK if you make the deposit in person to one of our employees. (Exception: Next day availability in the case of a transaction involving multiple checks within a deposit.)

### **Next-Day Availability.**

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Checks drawn on FIRST COUNTY BANK

If you make the deposit in person to one of our employees:

- State and local government check that are payable to you
- Cashier, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders, if these items are payable to you

### **Availability of Other Check Deposits.**

The Bank policy is to make deposited funds available based upon local check availability as follows:

*Checks deposited in person to one of our employees or at a proprietary ATM.*

The first \$200 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

*Longer Delays May Apply.*

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- 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
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of communications or computer 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.

*Holds On Other Funds.*

If we cash a check for you that is drawn on another financial institution, 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 financial institution, 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. We will notify you if we hold funds on any of your accounts to the extent required by applicable federal and/or Connecticut state law.

### **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 electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfer, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, 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. 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. Checks drawn on FIRST COUNTY BANK receive same-day availability (Exception: Next day availability in the case of a transaction involving multiple checks within a deposit). Funds from all other check deposits will be available on the seventh business day after the day of your deposit. If a customer requires information on the availability of deposited funds they should contact a First County Bank Representative.

## **WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES**

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An overdraft occurs, and you are charged an overdraft fee, when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account or a cash reserve (application approval required), which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

**The following is a review of our standard overdraft practices.**

### **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined, however you will be assessed an "Insufficient Funds Charge – Returned" fee of \$34.

**What fees will I be charged if First County Bank pays my overdraft?**

Under our standard overdraft practice:

- We will charge you a fee of **\$34** each time we pay an overdraft. It is possible that more than one overdraft fee may be charged against an account per business day, depending on the number of checks presented on, and other withdrawals made from the account.
- Each time the Bank does not authorize and pay an overdraft, your transaction will be declined and you will be assessed an "Insufficient Funds Charge – Returned" fee of \$34.
- In addition, if your account has a negative value in any amount for its end of day Daily Collected Balance for five (5) or more consecutive calendar days, an \$8.00 "Overdraft Service Charge" charge will also be applied to your account on each business day (Monday through Friday, excluding Bank holidays) until your account has a positive end of day Daily Collected Balance available.

**Here are some of the ways that we help reduce the overall cost of overdrafts:**

- We limit the number of overdraft fees to 4 per business day.
- We will not charge you an Insufficient Funds Charge if you are overdrawn by less than \$10. This does not apply to the \$8.00 "Overdraft Service Charge". We will charge you the "Overdraft Service Charge" regardless of the amount you are overdrawn.
- We provide other optional overdraft protection plans to cover overdrafts that may prove to be less expensive for you, such as a personal line of credit for qualified customers or automatic account transfers when you have a linked savings account. Some restrictions and fees may apply. Please speak to a First County Bank representative for details.

**What happens if my "Monthly Maintenance Service Charge" causes my account to have a negative value for its end of day Daily Collected Balance?**

- The assessment of the "Monthly Maintenance Service Charge" could cause your account to have a negative value for its end of day Daily Collected Balance. For example, if your account has a \$5.00 available balance when the "Monthly Maintenance Service Charge" is assessed, this will cause your account to have a negative value for its end of day Daily Collected Balance.
- If your account has a negative value for its end of day Daily Collected Balance for five (5) or more consecutive calendar days, an \$8.00 "Overdraft Service Charge" will be applied to your account on each business day (Monday through Friday, excluding Bank holidays) until your account has a positive end of day Daily Collected Balance available.

**What happens if my account has a negative value for its end of day Daily Collected Balance?**

- If your account has a negative value for its end of day Daily Collected Balance for five (5) or more consecutive calendar days, an \$8.00 "Overdraft Service Charge" will be applied to your account on each business day (Monday through Friday, excluding Bank holidays) until your account has a positive end of day Daily Collected Balance available.
- Your account may also be forwarded to our collections department who will contact you to ensure you are aware that your account has a negative value for its end of day Daily Collected Balance and to discuss ways you can bring the account to positive status.
- We may also transfer funds from your other accounts at the Bank to cover an overdraft or address an account that has a negative value for its end of day Daily Collected Balance.
- Finally, if your account has a negative value for its end of day Daily Collected Balance and is not restored to a positive value for its end of day Daily Collected Balance within 45 calendar days from the date when the account originally had a negative value for its end of day Daily Collected Balance, the account will be closed and you may be reported to a national clearing house of check writing information. This may impair your ability to open a checking account elsewhere.

**What if I do not want First County Bank to authorize and pay overdrafts on my account?**

- If you do not want us to authorize and pay any overdraft transactions, complete an opt-in/opt-out form on your online home banking, at any First County Bank branch, or call our CustomerFirst Contact Center at (203) 462-4400.

**What if I want First County Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, at our discretion, complete an opt-in/opt-out form on your online home banking, at any First County Bank branch, or call our CustomerFirst contact center at (203) 462-4400.

**Additional Overdraft Information:**

Transactions are processed in sequential ascending low to high order. The order in which transactions are received by the Bank and processed affect the total amount of overdraft fees you may incur. We typically do not pay overdrafts if your account is not in good standing or you are not making regular deposits. The honoring of one or more overdrafts does not obligate the Bank to honor other overdrafts.

If you make deposits of government benefits to your account, whether by check or direct deposit, you understand and agree that once the funds are deposited they will be treated the same as any other funds in your account. This means that the funds may be applied to the payment of overdrafts and bank fees, including, but not limited to, NSF and overdraft fees, and may be applied by setoff or security agreement to any indebtedness due to us arising out of the account.

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

## **DRAW ACCOUNT SERVICE**

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Draw Account Service links your eligible account to your checking account to automatically transfer funds from your eligible linked account when your end of day daily available checking account balance is insufficient to pay transactions presented that day. The account selected from which funds will be transferred to pay end of day overdraft amounts shall be referred to herein as the "eligible linked account". Savings accounts and Money Market accounts are eligible.

Any account owner can enroll in the Draw Account Service. To enroll, change the account from which funds are automatically transferred, or un-enroll you must visit one of our local branches or contact our CustomerFirst Contact Center at 203.462.4400, Monday - Friday, 8:30 a.m. – 4:30 p.m., excluding bank holidays for further instructions.

The exact amount needed to pay the end of day overdraft amount will be transferred. Transfers from your eligible linked account will appear on your periodic account statement as "Overdraft Protection Withdraw". Transfers to your overdrawn account will appear on your periodic account statement as "Overdraft Protection Deposit". There is a fee for each daily transfer made and will appear on your periodic account statement as the "OD Protection Tran Fee". The OD Protection Tran Fee is \$10.00 per transfer and is charged and withdrawn from your eligible linked account each time an automatic transfer is made. You must have an available balance in your eligible linked account sufficient to pay the end of day overdraft amount along with the OD Protection Tran Fee. If the available balance in your eligible account is less than the amount needed to pay the end of day overdraft amount in full and the OD Protection Tran Fee, the balance that is available in your eligible linked account will be transferred, you will incur an OD Protection Tran Fee and may also incur Insufficient Funds/NSF fees, regardless of whether or not we pay the overdraft. A Draw Account Service transfer withdrawal may also bring the available balance in your eligible linked account below the minimum balance to avoid fees causing you to also be charged applicable account fees. There are limits on the number of transfers or withdrawals we may process on certain eligible linked deposit accounts under applicable federal regulations. No more than six (6) transfers or withdrawals that are preauthorized, automatic, online, telephonic, or by any means other than those made in person, may be made from certain savings accounts or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. Draw Account Service transfers are considered automatic transfers for purposes of these transaction limit regulations. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your checking account. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for detailed information regarding additional charges and/or fees, and limitations that may apply.

You may be able to avoid overdrawing your account by knowing your balance and making a deposit or transferring funds to pay the overdraft amount before the Bank's business day ends. Some deposits may not be available on the date of deposit. For further details about funds availability see the Funds Availability Policy section in this Account Disclosure. Also, note that pending transactions may not be reflected in your available balance. Here are some ways of knowing your balance before making a withdrawal or purchase:

- Manage your account 24 hours a day, 7 days a week through Online Banking and/or the Bank's official mobile application. You may also transfer funds from your other First County Bank accounts by selecting *Transfer Funds* in Online Banking or the Bank's official mobile application.
- If you are an Online Banking customer you can enable account alerts through the Online Banking Service Center.
- You can access CustomerFirst Phone Banking at 203.462.4300 for automated assistance 24-hours a day from any touch-tone phone.
- Visit any First County Bank or AllPoint ATM.
- Visit any of our conveniently located branches. Branch locations, contact information and office hours are available at our website at <http://www.firstcountybank.com>

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

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

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

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

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

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

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

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

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

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

## CONSUMER ATM SERVICES

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

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

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

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

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

### Limitations on Frequency and Amount:

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

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

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

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

### Fees and Charges for All ATM Transactions:

- There is no charge for ATM withdrawals at machines owned by First County Bank.
- ATM withdrawals made at machines not owned by First County Bank, do not incur a fee from First County Bank, however



you may be charged a fee by the ATM operator or network used and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

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

Refer to account disclosures for further information

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#### CONSUMER TELEPHONE ACCESS

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**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your Account number in our audio response system. At the present time you may use the system to:

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

**Limitations on Frequency and Amount:**

- There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day. Withdrawal of funds cannot exceed the available balance in your Account.

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

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

- We do not charge for any Audio Response Transactions.

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your, Card PIN, or Audio Response PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can establish that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can establish that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write to us at the telephone number or address set forth below.

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

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

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#### DOCUMENTATION

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

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

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

**Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instances:

- If through no fault of ours, you do not have enough money in your Account to make the transfer.



- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other reasons under Federal or State law why we will not be liable.

**In Case of Errors or Questions About Your Electronic Transfer.** Telephone us at (203) 462-4400, or write us at P.O. Box 1415, Stamford, CT 06904-1415 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. (We may extend this period to twenty (20) business days if the error occurred within thirty (30) days of the first deposit to your Account.) If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. (If the complaint or question concerned a transaction that was initiated in a foreign country, was initiated at a Point of Sale terminal, or occurred within thirty (30) days of the first deposit to your Account, we may take up to ninety (90) days to complete our investigation.) If we decide to do this, we will re-credit your Account within ten (10) business days for the amount you think is in error; so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your Account. We will tell you the results within three (3) business days of completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

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

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

**Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the Card. You are responsible for safekeeping your PIN(s).

You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your Accounts.

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

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

**Termination of ATM, POS and Audio Response Services.** You agree that we may terminate this Agreement and your use of the Card or Audio Response services, if:

- You or any authorized user of your Card, Card PIN or Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Card, Card PIN or Audio Response PIN;
- We notify you or any other party to your Account that we have cancelled or will cancel this Agreement. You or any other party to your Account can terminate this Agreement by notifying us in writing.

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

## CONSUMER PREAUTHORIZED ELECTRONIC FUND TRANSFERS

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

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

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

**Fees and Charges:**

- We do not charge for any preauthorized EFTs.

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your Account(s), you can stop any of these payments. Here's how: Call us or write us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. If we require you to put your request in writing and send it to us within fourteen (14) days and you do not do so, then your oral stop payment order will cease fourteen (14) days after it has been made and we may make the payment if the person or organization demands it. We will charge you \$30.00 for each stop payment order you give.

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

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

**Notice of Varying Amounts.** If these regular payments vary in amount the person you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

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

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

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

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

**Provisional Payment Disclosure.** Credit given by us to you with respect to an automated clearinghouse credit entry is provisional until we received final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

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

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

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

## **BAZING™ MEMBERSHIP**

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**Membership Levels.** First County Bank account holders may be activated as one of two BaZing™ membership levels. All BaZing memberships are provided by StrategyCorps, LLC and its affiliates and contractors. Membership access is not directly operated by First County Bank. BaZing memberships are subject to terms and conditions that are available on [www.BaZing.com](http://www.BaZing.com). Certain benefits require you to register at [www.BaZing.com](http://www.BaZing.com). Account holders may cancel BaZing memberships at any time.

- **“BaZing Member” Level:** *BaZing Member Level* membership is a feature of the Bank’s Value Access Checking with BaZing checking account. Value Access Checking with BaZing checking account holders have access to all the features and benefits of [www.BaZing.com](http://www.BaZing.com) and the BaZing mobile app. BaZing Members must be advised that certain actions may be required to receive membership discounts which may include (but not limited to) downloading mobile phone applications, accessing (and printing discounts) via specified websites, and presenting any required coupon information as specified by offering merchants. Member discounts will operate similar to traditional merchant coupons and discounts will not be automatically applied to any First County Bank checking account. Cancellation of a “BaZing Member” level membership may require First County Bank to convert you to another checking account product.
- **“BaZing Basic Member” Level:** *“BaZing Basic Member” Level* membership is available to any First County Bank account holder. “BaZing Basic Member” Level membership provides access to the weekly featured national deal and three local deal coupon prints. BaZing Basic Members must be advised that certain actions may be required to receive membership discounts which may include (but not limited to) downloading mobile phone applications, accessing (and printing discounts) via specified websites, and presenting any required coupon information as specified by offering merchants. Member discounts will operate similar to traditional merchant coupons and discounts will not be automatically applied to any First County Bank checking account.

**Purchase Discount Fees.** All benefits provided through any level of BaZing membership are considered purchase discounts. Examples of purchase discounts may include a percentage discount received at a restaurant, reimbursement awarded as part of cell phone protection, or a predetermined price for a service such as towing. Each purchase discount is unique and may be changed over time. Purchase discounts are offered in coordination with companies not affiliated with First County Bank. **To receive the benefit of any purchase discount, you may be required to make a purchase or pay a fee associated with the receipt of the specific benefit. These fees are in addition to any fees normally associated with any First County Bank account you operate. Additional terms and conditions to any purchase discount may also apply.** Below are several examples of where you may be required to pay a fee in order to receive the benefit of a purchase discount:

- **Dining Discount Example:**  
In order to receive percentage discount on dining that is offered by a particular restaurant, you would be required to purchase a meal from the restaurant. You may be required to make a purchase over a minimum amount in order to receive the percentage discount.
- **Roadside Assistance Example:**  
In order to receive the roadside assistance benefit such as towing, tire repair, or battery assistance you would be required to make a predetermined payment.
- **Cell Phone Protection Example:**  
In order to receive a cell phone protection reimbursement benefit for your stolen or damaged device, you would be required to make a predetermined co-payment.
- **Discount Movie & Show Tickets Example:**  
In order to receive discount tickets, you would be required to purchase the tickets from the respective movie retailer or production company.

**CustomerFirst**  
CONTACT CENTER

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

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

**24-hour touch tone banking system**

203.462.4300

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

800.264.5578

**Contact us by mail**

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

**Debit Card or ATM Card Transaction Disputes**

866-987-1457

**Contact by e-mail:**

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

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



MEMBER  
**FDIC**

Revised: 3/12/2019