

*Your Guide for Personal and Business Banking Services  
Important Information About Your First Florida Bank Accounts*



First *Florida* Bank

*is now a  
division of*



**TheFirst**  
A NATIONAL BANKING ASSOCIATION

*Just the Bank for You!*

Dear Valued Customer,

Together, we entered a new era in banking on November 1, 2019. First Florida Bank and The First, A National Banking Association, headquartered in Hattiesburg, Mississippi, became one. Please accept this letter as our official WELCOME to you from the Directors, Officers, and Employees of The First!

Both banks began with hometown friends who wanted a true community bank that would be responsive to the needs of our friends and clients. So, a bank was created where decisions are made locally by bankers you know and trust. First Florida Bank and The First are one and share one common vision...to deliver extraordinary personal service to our friends and clients.

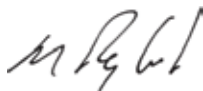
Here are a few things we would like for you to know as we grow together:

- You will continue to do business with bankers you already know and trust.
- You will continue to have a full array of financial services and products supported by the strength of a community bank with approximately \$4 billion in assets.
- You will now have 78 convenient locations for banking and ATM services in Louisiana, Mississippi, Alabama, Florida, and Georgia.
- Your bank is highly rated, receiving a 5-Star Rating (the highest given) by BauerFinancial.
- You will be part of a hometown bank that's even better and more convenient for you.

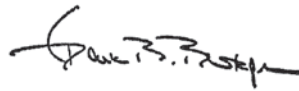
During this transition, you will see the signage change but you will still be able to conduct business as usual at all of our existing locations. We will continue to provide you with up to date information regarding the merger details and will remain focused on making this transition as easy and seamless as possible. For your convenience, information will be available on our websites.

Please be assured that The First and First Florida Bank will continue to follow the guiding principles set forth by our founders focusing on being responsive and providing exceptional personal service to our clients, as we continue to grow our bank across the Gulf South Region.

Sincerely,



**M. Ray "Hoppy" Cole, CEO & President**  
The First, A National Banking Association



**Frank Burge, Chairman/CEO**  
First Florida Bank

# *We're all about community!*



*W*e are excited about expanding our services and building new relationships across the Gulf South Region. First Florida Bank is now The First, and we will continue to provide true community banking, responsive to the needs of the people and businesses along the Emerald Coast and the surrounding areas.

That's why on November 1, 2019 we joined together two great community banks with one main purpose...to better serve you in the Gulf South Region. The First, headquartered in Hattiesburg, Mississippi, began as a dream on a back porch in South Mississippi. A group of local businessmen talked about creating a bank that would take care of business by taking care of people one customer at a time. That dream has turned into a community bank that spans through Louisiana, Mississippi, Alabama, Florida and Georgia.

When you bank with The First you're banking with a safe, sound, quality bank. The First is profitable and growing with a strong capital base. It is because of the bank's performance and commitment to excellence that The First has consistently earned a 5-Star Rating (the highest given) by BauerFinancial, "the nation's bank rating service."

## *Your* Community Bank.

On Monday, December 9, 2019, The First and First Florida Bank will merge computer systems. You will still bank with the outstanding professional bankers you have come to trust and appreciate. These same bankers will continue to value your relationship and deliver the personal care that you have come to expect from First Florida Bank.

Now you will have a full array of financial services and products competitive with those found at larger regional banks - but with a community bank commitment to service. You will also have over 75 convenient locations for banking and ATM services in Louisiana, Mississippi, Alabama, Florida and Georgia.

You will have a hometown bank that's even better and more convenient for you, your family and your business. The First, Just the Bank for You!









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# Information About Your Accounts

**As we move forward together**, you can expect your banking to continue as usual. To help with the transition of becoming one community bank, we have developed this guide with a quick overview of key points. Please take a moment to review this important information.

## Account Numbers, Checks and Deposit Tickets

Your account number will not change unless we notify you. You may continue to use your current checks and deposit tickets.

## Certificates of Deposit (CDs) and Individual Retirement Accounts (IRAs)

Your account number will stay the same unless you are notified. Your accounts will continue with no change in interest rates or terms. Prior to maturity, we'll notify you if there are any changes to the rate or term if you allow it to roll over.

If you currently have interest from your CD or IRA automatically deposited into your checking or savings account or sent directly to you by check, this will continue without interruption.

## Debit Cards

You will receive a new debit card in the mail. It will be mailed about 2 weeks prior to the conversion date of December 9<sup>th</sup>. You will receive a separate mailing containing your new PIN several days after your card arrives. If you would like to change your PIN, you may do so after 8:00 a.m. on December 9<sup>th</sup>, 2019 by visiting any of our branches or ATMs. If you have any questions, please contact your local branch or call 1-855-257-2265. **Be sure to use this new debit card beginning Monday, December 9th, 2019.**

## Online Banking

To ensure a smooth transition of your online accounts, **Online Banking will be UNAVAILABLE starting at 4:30 p.m.**

**on Friday, December 6<sup>th</sup>, 2019.** On Monday, December 9<sup>th</sup>, First Florida customers will be able to access their Online Banking at [www.TheFirstBank.com](http://www.TheFirstBank.com).

## First Time Log In

**You will NOT have to re-enroll for online banking.** Beginning Monday, December 9<sup>th</sup>, you may access your Online Banking at [www.TheFirstBank.com](http://www.TheFirstBank.com) using your current First Florida Bank user ID and the last four digits of your social security number for your password.

## Online Bill Pay

Online Bill Pay with First Florida Bank will end Wednesday, December 4<sup>th</sup> at 5:30 p.m. The system will be completely UNAVAILABLE starting at this time. On Monday, December 9<sup>th</sup>, Online Banking customers will be able to access The First's Bill Pay system at [www.TheFirstBank.com](http://www.TheFirstBank.com). We apologize for this interruption.

### Payments December 5<sup>th</sup> – 9<sup>th</sup>

All scheduled and recurring payments set to process between Thursday, December 5<sup>th</sup> thru Monday, December 9<sup>th</sup> will process as scheduled. Please be sure to plan accordingly and set all needed payments for this time period prior to December 4<sup>th</sup>.

There will be no access to your current bill payment system after this time. It is recommended that you print or download your activity before Friday, December 6<sup>th</sup> for your records and login after Monday, December 9<sup>th</sup> to review and confirm.

The e-bill feature will also end on December 6<sup>th</sup>. If you are currently using the e-bill feature, please note that you will need to set up your existing e-bills after conversion on Monday, December 9<sup>th</sup> at [www.TheFirstBank.com](http://www.TheFirstBank.com) or make other arrangements for electronic notices or statements after December 9<sup>th</sup>. Future payments will be deducted from your account when sent to the payee. If a payment is sent by check, the payment amount will be deducted from your account on the send date.

## Bill Pay—First Time Access Post Conversion

To access the Bill Pay system starting Monday, December 9<sup>th</sup>, Online Banking customers will first need to login to Online Banking at [www.TheFirstBank.com](http://www.TheFirstBank.com) and follow the security prompts. Once this is complete, Bill Pay may be accessed by clicking on the Bill Pay tab within Online Banking.

## Mobile Banking

First Florida's Mobile Banking will not be accessible beginning Friday, December 6<sup>th</sup> at 4:30 p.m. To bank on your mobile device beginning Monday, December 9<sup>th</sup>, First Florida customers will need to download and set up the The First's mobile app on their device. You can download our Apple or Android mobile banking app by searching for [The First, A National Banking Association](#) on your smartphone or tablet.

## Direct Deposit and Automatic Transfers

Your direct deposits will continue with no interruptions. Direct Deposits are credited on the actual effective date. Automatic transfers will continue as scheduled unless we notify you.

## The First Customer Care Center and Telephone Banking

You may call or visit your local Branch for any questions you may have during the conversion. You may also contact our Customer Care Center for assistance. The Customer Care number is 1-855-257-2265. We also offer an automated telephone banking number to check balances, transfer funds, or review transaction history that will be available after conversion. That number is 1-866-362-6477.

## Statements

You will continue to receive monthly statements by mail or email. All checking customers will receive a cutoff statement on December 6<sup>th</sup>. A statement for personal accounts will be produced on January 7<sup>th</sup> and applicable monthly service charges will be assessed. Business accounts will receive statements on the last day of each month. We encourage you to print or download any previous e-statements as there may be a delay in receiving copies.

## Loans, Lines of Credit, and Mortgage Loans

Your current loan, line of credit and mortgage loan terms will remain subject to your current documentation unless you are notified otherwise. Please continue to pay as you do today. Automatic loan payments drafted from your checking or savings account will continue as usual.

# Account Mapping Guide

Below is a list of current account types at First Florida Bank. Effective December 9, 2019 your account type will change as outlined below and explained in this informational booklet. Please use the guide below and this booklet to review any account changes that may occur. If you have any questions about your account changes, please visit your local branch or call 1-855-257-2265.

### CONSUMER CHECKING

Checking First E	First Freedom Checking
First Checking	First Freedom Checking
First Rate Checking E	First Secure Checking
First Rate Checking	First Secure Checking
First Interest Checking	First Secure Checking

### SAVINGS / MONEY MARKET

First Rate Money Market Savings	First Rate Money Market First Rate Savings
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### BUSINESS CHECKING

Business First Checking - E	First Free Business Checking
Business First Checking	First Free Business Checking
Business First Analyzed Checking	Commercial First Analysis Checking
Business Money Market	Business First Money Market FFB
Business Savings	Business First Money Market FFB
Analyzed Checking	Commercial First Analysis Checking
Business Public Funds	No Change
Business Checking	First Free Business Checking
Commercial Money Management	Business First Money Market FFB
IOLTA	First Friends Money Manager IOLTA
MMDA ESCROW	Business First Money Market FFB
Non-Profit Checking	First Free Business Checking

# Truth in Savings

## Personal Accounts

### CHECKING

#### FIRST SECURE

- \$2500 minimum daily balance to avoid monthly maintenance fee
- Free Online Banking
- Free Mobile Banking
- Free Bill Pay with iPay
- Tiered Interest
- Interest earned according to the following tiers:
  - \$0 - \$9,999
  - \$10,000 - \$499,999
  - \$500,000 and above
- Official Checks\*
- Money Orders\*
- Free Debit Card Fraud Protection
- 1 box of wallet image checks per year
- Refund of 2 non The First ATM charges up to \$8 month.
- Paper or e-statements-customers choice
- Up to \$10,000 Accidental Death & Dismemberment insurance<sup>1</sup>, \*\*
- Identity Theft Monitoring and Resolution Services<sup>1</sup>
- Health Discount Savings – Vision and Prescription<sup>2</sup>, \*\*
- Cell Phone Protection<sup>1</sup> (Cell phone bill must be paid through this account)
- \$12 monthly maintenance fee (waived if minimum balance is met)

\* Some restrictions may apply.

\*\*Some benefits require registration & activation.

<sup>1</sup> Special Program Notes: The description herein are summaries only and do not include all terms, conditions and exclusions of the Benefits described. Please refer to the actual Guide to Benefits for complete details of coverage and exclusions. Coverage is offered by the company named in the Guide to Benefits.

<sup>2</sup> This is NOT insurance.

#### FIRST SELECT

- No minimum balance
- Free Online Banking
- Free Mobile Banking
- Free Bill Pay with iPay
- Free Debit Card Fraud Protection
- \$5,000 ID Theft with Resolution
- Credit File Monitoring
- Credit Report and Score
- Free Starter kit of 25 checks
- Refund of 1 non The First ATM charge up to \$4 month.
- \$6 monthly maintenance fee with e-statements
- \$4 additional fee for paper statements with images
- Identity Theft Expense Reimbursement Coverage<sup>1</sup>
- Identity Theft Monitoring and Resolution Services<sup>1\*\*</sup>

\*\*Some benefits require registration & activation.

<sup>1</sup> Special Program Notes: The description herein are summaries only and do not include all terms, conditions and exclusions of the Benefits described. Please refer to the actual Guide to Benefits for complete details of coverage and exclusions. Coverage is offered by the company named in the Guide to Benefits.

<sup>2</sup> This is NOT insurance.

#### FIRST FREEDOM

- No minimum balance
- Free Online Banking
- Free Mobile Banking
- Free Bill Pay with iPay
- Free Debit Card Protection
- Free e-statement with check images
- \$4 fee for paper statements with check images

### SAVINGS/ MONEY MARKET

#### PIGGY BANK SAVINGS\*

- \$25 deposit to open
- Interest earned on a minimum daily balance of \$25 or more
- Interest compounded and credited quarterly
- No maintenance fee
- Allows for 6 withdrawals per month\*\*

#### FIRST SAVINGS\*

- \$100 deposit required to open
- Interest earned on a minimum daily balance of \$100 or more
- Interest compounded and credited quarterly
- Allows for 6 withdrawals per month\*\*
- Avoid a \$2.00 monthly maintenance fee with a minimum daily balance of \$100 (Those aged 65 and older - no charge)
- Interest earned according to the following tiers:
  - \$0 - \$9,999
  - \$10,000 - \$99,999
  - \$100,000 - \$499,999
  - \$500,000 and above

#### FIRST RATE SAVINGS\*

- \$100 deposit required to open
- Interest compounded and credited monthly
- Allows for 6 withdrawals per month\*\*
- \$3 fee for each debit transaction in excess of 6 per statement cycle
- \$25 fee for closing account within 90 days of opening
- Interest will begin to accrue no later than the business day credit is received for the deposit of non-cash items
- Interest rates are subject to change

\*\* No more than 6 preauthorized withdrawals, automatic or telephone transfers, checks, drafts and debit card transactions from your account per month or statement cycle. \$3 fee for each debit transaction in excess of 6 per statement cycle

#### CHRISTMAS CLUB

- \$5 deposit required to open
- Interest compounded and credited at maturity
- Interest is earned on a minimum daily balance of \$250 or more
- \$20 early closing fee

#### HEALTH SAVINGS ACCOUNT

- \$100 deposit required to open account
- Interest is earned on a daily balance
- Avoid a \$2.50 monthly maintenance fee with a minimum daily balance of \$2,500
- \$10 non-refundable set up fee for all health savings accounts

#### FIRST MONEY MARKET\*

- \$1,000 deposit required to open
- Interest earned on a minimum daily balance
- Interest compounded and credited monthly
- Allows for 6 withdrawals per month\*\*
- Avoid a \$8.50 fee by keeping a minimum daily balance of \$1,500.
- Interest earned according to the following tiers:
  - \$0 - \$9,999
  - \$10,000 - \$249,999.99
  - \$250,000 - \$749,999.99
  - \$750,000 and above

#### FIRST RATE MONEY MARKET\*

- \$1,000 deposit required to open
- \$2,500 minimum daily balance required
- Avoid a \$12 fee by keeping a minimum daily balance of \$2,500
- Interest compounded and credited monthly
- Allows for 6 withdrawals per month\*\*
- \$10 fee for each debit transaction in excess of 6 per statement cycle
- If account closes before interest is credited, you will receive the accrued interest
- \$25 fee for closing account within 90 days of opening
- Interest will begin to accrue no later than the business day credit is received for the deposit of non-cash items
- Interest rates are subject to change
- Interest earned according to the following tiers:
  - \$2,500 - \$24,999
  - \$25,000 - \$99,999
  - \$100,000 - \$249,999
  - \$250,000 and above

\*\* No more than 6 preauthorized withdrawals, automatic or telephone transfers, checks, drafts and debit card transactions from your account per month or statement cycle. \$10 fee for each debit transaction in excess of 6 per statement cycle

\* Available through direct debit from any account at The First.

\*\* Fees for excess withdrawals is \$10.00 per item.



# Business Accounts

## CHECKING

### FIRST FREE BUSINESS CHECKING

- \$100 deposit required to open account
- No Monthly Maintenance Fee
- No Minimum Balance Requirement
- 150 items per month included at no charge (Checks, ACH debits and credits, Deposits, and Deposited Items)
- \$.50 per transaction over limit
- Paper statement with check images available for \$4 per month
- FREE online banking

### FIRST CHOICE BUSINESS CHECKING

- \$100 deposit required to open account
- \$20 monthly maintenance fee if average collected balance falls below \$5,000
- 500 items per month included at no charge (Checks, ACH debits and credits, Deposits, and Deposited Items)
- \$.50 per transaction over limit
- Paper statement with check images available for \$4 per month

### FIRST FRIENDS MONEY MANAGER

- \$100 deposit required to open account
- \$10 Monthly Maintenance Fee if average collected balance is below \$1,000

- Interest bearing account available only to non-profit organizations and sole proprietor business entities
- 100 items per month included at no charge (Checks, ACH debits and credits, Deposits, and Deposited Items)
- \$.50 per transaction over the limit
- Interest paid to the account monthly
- Paper statement with check images available for \$4 per month
- FREE online banking

### COMMERCIAL FIRST ANALYSIS CHECKING

- \$100 deposit required to open account
- \$12 Monthly Maintenance Fee
- Per Item Costs:
  - Deposits = \$.25
  - Deposited Items = \$.09
  - Checks Paid = \$.20
  - Electronic Credits or Debits = \$.15
  - Cash Deposited = \$1.20 per \$1,000 deposited
- Earnings Credit Allowance accrued to offset monthly account fees
- Earnings Allowance is calculated based on the Average Collected Balance for the month, less a 10% Reverse Requirement
  - The Earnings Credit Rate is based on market conditions and subject to change on a daily basis
- Paper statement with check images available for \$4 per month
- FREE online banking

## MONEY MARKET

### BUSINESS FIRST MONEY MARKET

- \$1,000 deposit required to open account
- Avoid a \$8.50 maintenance fee by keeping a minimum daily balance \$1,500
- \$10,000 minimum daily balance required to earn interest
- Interest is compounded & credited monthly
- Limit of 6 withdrawals per mo; \$10 per withdrawal over limit

### BUSINESS FIRST MONEY MARKET FFB

- \$1,000 deposit required to open account
- Avoid a \$8.50 maintenance fee by keeping a minimum daily balance \$2,500
- \$2,500 minimum daily balance required to earn interest
- Interest is compounded and credited monthly
- Limit of 6 withdrawals per month, \$10 per withdrawal over limit

### FIRST FRIENDS MONEY MANAGER IOLTA

- \$100 deposit required to open account
- Interest is earned on a minimum daily balance of \$10,000 or more
- No fees for money orders or official checks: complimentary notary service
- Convenient Check images are returned with statement

# Treasury Management Services

*In today's fast paced business environment, managing cash flow is a key component to running your business. The First offers Treasury Management solutions that enable you to expedite the collection of funds, streamline payables, efficiently manage your account information and liquidity, and reduce your exposure to fraud. To learn more about how your business may benefit from Treasury Management Services, contact your Account Manager to schedule a meeting with one of our Treasury Management Consultants.*

### RECEIVABLE/COLLECTION SERVICES

- Remote Deposit
- Mobile Deposit
- ACH
- Lockbox
- Zero Balance Accounts
- Merchant Services (Credit Card Acceptance)

### DISBURSEMENT/PAYABLES SERVICES

- Wire Transfer – Online Wire Initiation
- ACH – Direct Deposit of Payroll, Vendor Payments, etc.
- Business Credit Card/Purchasing Card
- Enhanced Online Bill Pay
- Prepaid Cards

### INFORMATION REPORTING

- Online Banking for Business
- CD-Rom Account Statements

### LIQUIDITY MANAGEMENT

- Investment Solutions
- Line of Credit Sweep

### FRAUD DETECTION/PREVENTION

- Positive Pay
- ACH Debit Block
- ACH Email Notification
- ACH Filtering

TREASURY MANAGEMENT CLIENT SUPPORT:

Phone: 833-453-4778 • Email: [TMSupport@thefirstbank.com](mailto:TMSupport@thefirstbank.com)

# Schedule of fees

*Limits and Fees - The following may be assessed against your account and the following transaction limitations, if any, apply to your account.*

**Account Transfers:** Free through online banking and automated telephone banking

**CD Rom Statements:** \$15.00 per statement cycle or an annual CD for \$20.00

**Charge Off Account Fee:** \$78.00 per account

**Check Orders:** Varies by chosen style and quantity

**Collection Items:** \$26.00 incoming / \$26.00 outgoing

**Debit Card (initial):** Free

**Debit Card International Transaction Fee:** 2% of transaction

**Dormant Account Fee:** \$6.00 per statement cycle. Regular Maintenance Fee applies. \*Does not apply to First Aid Checking.

**Early Closing Fee:** \$26.00 for accounts closed within 180 days of opening

**Fax Fees:** Incoming - \$1.00 per page; Outgoing - \$5.00 for the first page, \$1.00 each thereafter

**Foreign ATM Fee:** \$2.00 per transaction (The First Secure with Interest account offers two refunds each month up to \$8 and The First Select account offers \$4 refund for 1 foreign ATM transaction per month)

**Garnishments & Levies:** \$125.00 per writ or levy

**Hold Mail Fee:** \$2.00 per month

**Money Orders:** \$5.00 per money order (Fee does not apply on First Secure Checking Account)

**Night Depository Zippered Bags:** First bag free, \$5.00 each bag thereafter

**Night Depository Locked Bags:** \$25.00 per bag

**Notary Service:** Free for customers, \$6.00 for non-customers

**Official Check:** \$8.00 per check (Fee does not apply on First Secure Checking Account)

**Online Banking and Internet Bill Pay:** Free

**Overdraft/NSF Fee:** \$36.00 per item (An overdraft can be created by a check, an in person withdrawal, an ATM withdrawal or other electronic means.)

\*Does not apply to First Aid Checking

**Photocopy Fee:** \$1.00 per page

**Reissue ATM/Debit Card:** \$5.00 per card

**Research & Special Assistance:** \$25.00 per hour, minimum 1 hour, plus photocopy fees

**Returned Check Re-deposited Fee:** \$7.00 per item

**Returned Deposited Item Fee:** \$7.00 per item (Returned deposited items are deposited items that have been returned unpaid and charged back to the account to which they were originally deposited.)

**Returned Mail / Address Unknown Fee:** \$6.00 per statement

**Safe Deposit Box Drilling Fee:** \$150.00

**Statement Printout:** \$5.00 per statement

**Stop Payment Fee:** \$36.00 per item

**Sweep Transfer Fee for Overdraft Protection:** \$6.00 per sweep

**Telephone Transfers by Bank Personnel:** \$4.00 per transfer

**Verification of Deposit Fee:** \$10.00 per request

**Wire Transfer within the U.S.:** \$20.00 per item incoming / \$25.00 per item outgoing

**Wire Fee Outside the U.S.:** \$50.00 per item incoming / outgoing

## What You Need to Know About

# Overdrafts and Overdraft fees

An overdraft occurs 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 line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains 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 made 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:

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.

### What fees will I be charged if The First, A National Banking Association pays my overdraft?

Under our standard overdraft practices:

We will charge you a fee of \$36.00 each time we pay an overdraft or process a NSF item greater than \$10. This fee may be changed with prior notice to you. A maximum of four fees will be charged daily.

### What if I want The First 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, contact your local branch, call us at 1-855-257-2265, or write to us at:

The First, A National Banking Association  
Attention: Deposit Operations  
P. O. Box 15549  
Hattiesburg, MS 39404-5549



## *The Mortgage Connection*

The Mortgage Connection, A Division of The First, A National Banking Association, is committed to helping you find the right home loan product for your needs. We understand every borrower is different, and we offer a variety of mortgage products to meet your individual requirements. We make the process of securing a mortgage simple and straightforward by offering you the latest in financial tools that enable you to make sound financial choices.

The Mortgage Connection provides a variety of home loan products:

- Conventional
- FHA
- VA
- Rural Development
- Land & Construction
- 1 time close construction / permanent loan
- Non-conforming
- Down payment assistance loans
- Condo Loans



For a variety of reasons:

- First-time homebuyer
- Buying a larger home
- Building a new home
- Vacation home / second home
- Investment property
- Debt consolidation
- Refinancing current mortgage



NMLS# 408229

*Connecting you to the home of your dreams!*





# Personal Loans

- First Mortgage Home Loans
- Second Mortgages
- Home Equity Line of Credit (HELOC)
- Home Improvement Loans
- Land Loans
- Lot Loans
- Construction Loans
- Auto Loans
- Boat Loans
- Recreational Vehicle Loans
- Mobile Home Loans
- CD or Stock Secured Loans
- Unsecured Loans
- Personal Lines of Credit



# Commercial Loans

The First wants to help you build your dreams for a better community and a better life. We offer commercial loans for any type of viable commercial venture within our lending area.

- |                                      |   |
|--------------------------------------|---|
| • Agriculture Loans                  | • Lines of Credit                       |
| • Aircraft Loans                     | • Inventory / Raw Material Loans        |
| • Apartment Loans                    | • Loans secured by Accounts Receivable  |
| • Assignment of Life Insurance Loans | • Office Building Loans                 |
| • Commercial Vehicle Loans           | • Shopping / Retail Property Loans      |
| • Commercial Vessel Loans            | • Warehouse / Industrial Property Loans |
| • Construction Loans                 | • Working Capital Loans                 |
| • Equipment Loans                    |   |
| • Lot / Land Loans                   |   |

*The First can help you reach your financial goals and realize your dreams!*

# Online Banking Enrollment

**If you are already enrolled with First Florida Bank, you will NOT have to re-enroll.**

If you are not currently enrolled but would like to, please follow the steps below.

- Visit [www.TheFirstBank.com](http://www.TheFirstBank.com)
- Click on the Online Banking Login in the upper right hand corner
- Click on “First time user”
- Web Banker Enrollment: Select Account Type (Personal or Business)
- Enter the required information and click Submit
- Your Online Banking Enrollment information will be emailed to our Customer Care Representatives for enrollment. We will then contact you shortly with a temporary ID and Password.



# E-Statement Enrollment

**If you are already enrolled with First Florida Bank, you will NOT have to re-enroll.**

If you are not currently enrolled but would like to, please follow the steps below.

- Visit [www.TheFirstBank.com](http://www.TheFirstBank.com)
- Select Online Banking Login and enter your Online Banking ID and Password
- Once you are logged in, click on the “E-Statements” tab
- Select Sign Up/Changes
- Enroll Accounts and Save Settings
- After reading the Electronic Banking Account Document Disclosure and Agreement, select I Agree

# Download The First App

- From your mobile device, go to Google Play for Android devices, or the iTunes Store for Apple devices
- Search for The First, A National Banking Association
- Download and install



*The First, Just the Bank for You!*

# Privacy Policy



Rev 06/2014

## FACTS

### WHAT DOES THE FIRST, A NATIONAL BANKING ASSOCIATION DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and transaction history
- Credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reason The First, A National Banking Association chooses to share and whether you can limit this sharing:

Reasons we can share your personal information	Does The First, A National Banking Association share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Go to <a href="http://www.thefirstbank.com">www.thefirstbank.com</a>	

## What we do

<b>How does The First, A National Banking Association protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<b>How does The First, A National Banking Association collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or deposit money</li> <li>■ apply for a loan or use your credit or debit card</li> <li>■ make deposits or withdrawals from your account</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Iberville Insurance Agency</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>The First, A National Banking Association does not share with nonaffiliates</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Our joint marketing partners include companies such as credit card companies and Raymond James, with whom we partner to provide to us a non-deposit investment product and brokerage service</i></li> </ul>



# Understanding Your Account

## Terms and Conditions Electronic Transfers Funds Availability Substitute Checks



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

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law. As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Throughout this document, when a provision is identified as being applicable to a certain state (for example, “in Mississippi”), it means that the provision is only applicable if your account is held at a branch located in that

particular state. Any provision which is not described as applying to a particular state, applies to your account.

**In Alabama, Louisiana and Florida**, “Party” means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

**In Alabama, Mississippi, Florida and Georgia, LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

**In Louisiana, LIABILITY**- You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (in solido) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

## WITHDRAWALS -

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase. Here is an example of how this can occur – assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$36 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the

amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$36 according to our overdraft fee policy. You will be charged this \$36 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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

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

**In Mississippi, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, (2) the beneficiary is then living, and (3) we are not otherwise required by Mississippi law to make payment to a parent, custodian, or guardian. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Louisiana, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account** - This is an account in the names of two or more persons. Any one of such

persons, acting alone, has complete access to the account. Upon the death of any party to such account, we are permitted to pay the account balance to the surviving parties, but this authority protects us only. The surviving joint parties may be liable to the heirs, legatees, or creditors of the deceased party to the extent the funds withdrawn by the survivors were owed to the deceased. If any party to a joint account sends notice to us to prevent withdrawals from the account by another party or parties, we may require the party to withdraw the balance and close the account or we may refuse to allow any further withdrawals from the account except upon the written consent of all parties to it. The remedy we choose is entirely at our discretion.

**Revocable Trust or Pay-on-Death Account** - If two or more of you create such an account, you own the account jointly and the respective interests of each of you shall be deemed equal, unless otherwise stated in our account records. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, unless otherwise stated in our account records. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Alabama, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**In Florida, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party. Multiple-Party Account - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

**Multiple-Party Account** - Tenancy by the Entireties - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to the surviving party or parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation**

- At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**In Georgia, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

#### **BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS -**

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**In Alabama, Louisiana, Mississippi, and Georgia, STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order

will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stoppayment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**In Florida, STOP PAYMENTS** - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make

any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks (For consumer accounts only)** - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

**In Mississippi and Georgia, AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**In Louisiana, AUTHORIZED SIGNER (Agent) (Individual Accounts only)** - A single individual is the owner. The authorized signer (hereinafter "agent") is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions



of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**In Alabama, AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only)** - A single individual is the owner. The agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

**In Florida, CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf.

The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**PAYMENT ORDER OF ITEMS** - The law permits us to pay items drawn on your account in any order (for purposes of this section "items" means checks, orders and electronic transactions). To assist you in handling your account with us, we are providing you with the following information regarding how we process those items.

When processing checks and orders drawn on your account, our policy is to pay them in numerical sequence. Lower numbered checks and orders are paid first. For electronic transactions, our policy is to pay them from the lowest dollar amount to the highest dollar amount. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps most important items (such as rent or mortgage payments) might not be paid. However, if the largest items are paid first, your most important items might be paid but it may increase the overdraft or NSF fees if funds are not available to pay all of the items that are presented. We think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important 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). The amounts of the overdraft and NSF fees are disclosed on your Schedule of Fees and may be changed with prior notice to you. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

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

You must notify us at once if you suspect that your facsimile signature is being or has been misused.

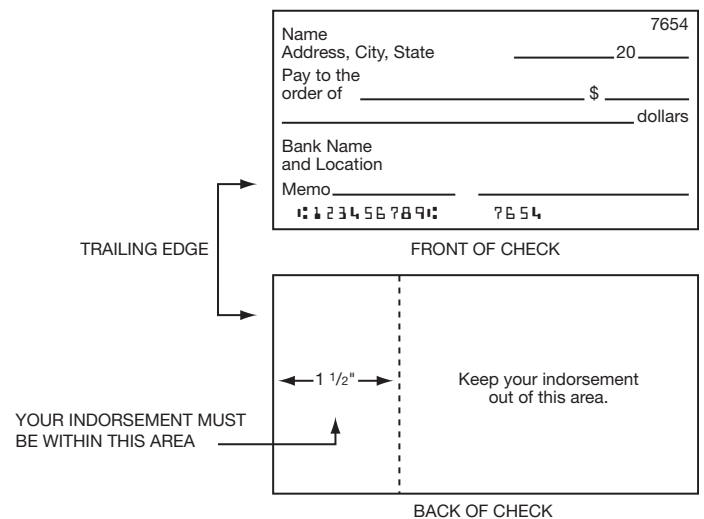
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

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

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account

throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

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

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

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

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

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

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

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

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image

of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

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

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**ARBITRATION AGREEMENT** - This ARBITRATION AGREEMENT is a part of every "Deposit Account Agreement" between the Parties, and if any dispute arises between them related to the "Deposit Account Agreement", which cannot be resolved between themselves, the parties agree first to try in good faith to settle the dispute by mediation administrated by the American Arbitration Association under its Commercial Mediation Rules. If the matter is not resolved within 60 days after initiation of mediation or if mediation is waived by both parties, either party may require arbitration which shall be held in Hattiesburg, Mississippi, under the terms of the Federal Arbitration Act and the Rules of Arbitration of the American Arbitration Association ("AAA"), then applicable for Arbitration of Commercial or Consumer Disputes, as the case may be, to which the following rules shall apply.

- (1) Either party may give notice to the other that a dispute or disagreement shall be resolved by the arbitration, at which time said party shall request from the AAA a list containing the names of five (5) arbitrators approved by AAA and residing in Mississippi. Within two (2) weeks after receipt of said list, each party shall strike two (2) names from the list. If more than one name remains the party shall strike one additional name from the list and the one remaining shall be the Arbitrator. If said designee declines the engagement, said process shall be repeated until an Arbitrator is named and accepts.
- (2) The Arbitrator shall be paid by the parties for services as Arbitrator at a rate or fee to be agreed upon in advance of the arbitration, provided, however, Bank shall pay the first \$300.00 of filing fees, or other costs. The Arbitrator may allocate fees and other arbitration costs among the parties.
- (3) Except as otherwise provided, the Arbitrator shall determine all rules and procedures governing the arbitration including without limitation, the timetable, discovery, and retention of experts.
- (4) Upon conclusion of the arbitration, the Arbitrator shall provide each party a brief written decision on the dispute which shall be binding and may be entered in any court having jurisdiction.
- (5) Upon resolving a dispute, the Arbitrator may award money damages or such other remedy as a court of law or equity may provide. The Arbitrator will follow the rules of evidence and the law applicable in the United States District Court for the Southern District of Mississippi. All arbitration proceedings shall be confidential.

## 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.**

## PROVISION PAY INFORMATION

Provision Pay is a service that allows us to pay an item presented against your checking account even if it causes the account to become overdrawn.

Provision Pay may provide certain account holders, in good standing, with the ability to overdraw their checking account up to a predetermined limit based on their checking account. The Provision Pay limit includes any overdraft item fees assessed.

If the account has been opened at least 30 days and maintained in good standing, defined as A) Making regular deposits sufficient to cover transactions; B) Bringing the account to an end-of-day positive balance at least once every 35 days or less, and; C) There are no legal orders outstanding on your account, we may, at our sole discretion, pay overdrafts up to the limits mentioned above, including our normal overdraft item fee(s).

Whether we pay or return an item, your account will be assessed a fee, either as an overdraft item fee or a returned item fee but you will not be charged both fees. Please refer to our separate Schedule of Fees for our current per item fee, which may be changed with prior notice to you.

Provision Pay offers additional flexibility and convenience in managing account holder funds, and provides peace of mind knowing that items may be paid up to the authorized overdraft limit. Using Provision Pay may be more costly than other overdraft payment options we may offer. Please speak to a representative about other alternatives.

This non-contractual provision of paying overdrafts requires no account holder action. No additional agreements need to be signed, and it costs nothing unless the provision is used by initiating checks, ATM withdrawals or transfers, ACH withdrawals, telephone banking transfers, internet banking transfers, Bill Payment Service transactions, fee postings, or on-us checks at the teller counter for more than is on deposit in the account. If you maintain the account in good standing and have need for this "Provision", we may, at our sole discretion, pay the item(s) up to the authorized limit, and we will charge the account our normal overdraft item fee for each item that overdraws the account. You have up to 35 days to bring the account current. If the account is brought current within 35 days, Provision Pay may, at our discretion, be automatically reinstated. We will send you a notice each time an overdraft occurs.

Although you are not charged for using Provision Pay unless you have an overdraft, you may opt-out of Provision Pay at any time. If you do not want us to pay your overdrafts, you must tell us you want to "opt-out".

Provision Pay allows The First to provide a higher level of service to our account holders by helping to protect your account and reputation when an inadvertent overdraft occurs.

Additional information is found in your account agreement. If you have further questions, do not hesitate to call your nearest branch.

## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**Telephone Transfers - types of transfers** - You may access your account by telephone at 866-362-6477 using a touch tone phone, your account numbers, social security and PIN numbers, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- get checking account(s) information
- get savings account(s) information
- get certificate of deposit information

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**ATM Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your ATM Card and personal identification number or Mastercard® Debit Card and personal identification number, to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
- - you may withdraw no more than \$500.00 per day
- get cash withdrawals from savings account(s)
- - you may withdraw no more than \$500.00 per day
- transfer funds from savings to checking account(s)
- transfer funds from checking to savings account(s)
- get checking account(s) information
- get savings account(s) information

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

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

**Types of Mastercard Debit Card Point-of-Sale Transactions** - You may access your checking account(s) 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.

- As a security procedure for all international debit card transactions, you must contact your local branch or call toll-free 1-855-257-2265 to request international debit card transaction service prior to traveling abroad.

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- you may not exceed \$2,000.00 in transactions per day

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

**Currency Conversion and Cross-Border Transaction Fees.** If you effect a transaction with your Mastercard Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**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.

**Computer Transfers - types of transfers** - You may access your account(s) by computer through the internet by logging onto our website at [www.thefirstbank.com](http://www.thefirstbank.com) and using your user identification number and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- get checking account(s) information
- get savings account(s) information
- get certificate of deposit information
- get line of credit or loan information

**Mobile Banking Transfers - types of transfers** - You may access your account(s) through the browser on your cell or mobile phone at [www.thefirstbank.com](http://www.thefirstbank.com) and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- get checking account(s) information
- get savings account(s) information



- get certificate of deposit information
- get line of credit or loan information

These services are processed until 7:00pm Central time. You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Limitations on frequency of transfers.** In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

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 you exceed the transfer limitations set forth above, your account shall be subject to closure.

### FEES

- We do not charge for direct deposits to any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

### DOCUMENTATION

- **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 at least once every 60 days from the same person or company, you can call us at 1-855-257-2265 (Toll-Free) to find out whether or not the deposit has been made.
- **Periodic statements.**  
You will get a monthly account statement from us for your checking accounts. You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

### 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 disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate Schedule of Fees for the amount we will charge you for each stop-payment order you give.

- **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.)
- **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) if you give us written permission.

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

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

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, 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 (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 (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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

THE FIRST, A NATIONAL BANKING ASSOCIATION

POST OFFICE BOX 15549

HATTIESBURG, MS 39404-5549

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 1-855-257-2265 (Toll-Free)

**To report a lost or stolen debit or ATM card after banking hours,  
please call toll-free 1-866-546-8273.**

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 or account histories that 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 lighted. 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.

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## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

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 close of business 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 close of business 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 you make a deposit at an ATM before 7:00 p.m. CST 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 at an ATM after 7:00 p.m. CST 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.

### LONGER DELAYS MAY APPLY

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

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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

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

We believe a check you deposit will not be paid.

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

You redeposit a check that has been returned unpaid.

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

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

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 electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, 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 may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth 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 check deposits will be available on the ninth business day after the day of your deposit.

### DEPOSITS AT AUTOMATED TELLER MACHINES

Any image deposit made before 7:00 P.M. Central time will be processed and made available the next day. Cash deposits will be memo posted at the time of deposit and will process at End of Day Processing. Check deposits made at the ATM are not memo posted at the time of deposit. Once the review process has been made on any item over \$500.00 the deposit will be made available the next day - unless a hold has been placed on the item deposited. If a hold is placed on the check, the customer will be notified before this is done.

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## 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:

The First, A National Banking Association  
Attention: Deposit Operations  
Post Office Box 15549  
Hattiesburg, MS 39404-5549

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 check number to help us identify the substitute check.



**POST OFFICE BOX 15549  
HATTIESBURG, MS 39404-5549**

**TOLL-FREE: 1-855-257-2265  
www.thefirstbank.com**

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*Destin Branch*

2000 Ninety-Eight Palms Boulevard  
Destin, FL 32541  
Phone: 850.269.1201 • Fax: 850.654.5098

*Miramar Beach Branch*

9461 Highway 98 East  
Miramar Beach, FL 32550  
(Near The Market Shops at Sandestin)  
Phone: 850.654.5021 • Fax: 850.608.6081

*Niceville Branch*

750 John Sims Parkway East  
Niceville, FL 32578  
Phone: 850.654.6485 • Fax: 850.279.3623

*Mary Esther Branch*

302 Mary Esther Boulevard  
Mary Esther, FL 32569  
(in front of the Santa Rosa Mall)  
Phone: 850.654.6440 • Fax: 850.200.4747

*Panama City Branch*

701 Harrison Avenue  
Panama City, FL 32401  
Phone: 850.812.7060 • Fax: 850.215.4087

*Freeport Branch*

16452 Hwy 331 South  
Freeport, FL 32439  
Phone: 850.880.7980 • Fax: 850.880.6714

*Panama City Beach Loan Production Office\**

11501 Hutchison Boulevard, Suite 104  
Panama City Beach, FL 32047  
Phone: 850.775.1601 • Fax: 850.775.1608

\*This location does not accept deposits.



*Just the Bank for You!*