

ELECTRONIC FUNDS TRANSFER (“EFT”) AGREEMENT

“We,” “us,” “our” and “Bank” refer to Fairfield County Bank.

“Account” refers to any Account at our bank from or to which we allow electronic fund transfers (“EFTs”).

“You” and “your” apply to anyone who has an Account with us and is authorized to use the applicable EFT.

“ATM” refers to any automated teller machine where you can use your Card and PIN.

“Point of Sale” or “POS” terminal refers to an electronic terminal at which you can use your Card and PIN to pay for goods and services by debiting an account. A POS transaction includes a transaction in which you use your Card and/or PIN to pay for goods and services by debiting an account whether or not an electronic terminal is used at the time of the transaction. This includes Visa Check Card transactions.

“Card” refers to the Bank ATM Card or Visa Check (Debit) Card.

“PIN” refers, as applicable, to the personal identification number you agree to use to identify yourself when using an ATM or POS terminal or making a telephone transfer. These PINs need not be the same.

“Checking” refers to the NOW or Checking Account that you have selected in your application for the EFT service. “Savings” refers to the Savings Account that you have selected in your EFT application for the EFT service. “Money Market Account” refers to the Money Market Savings Account with Checks that you have selected in your application for the EFT service.

“Overdraft Line of Credit” means the Overdraft Line of Credit Agreement.

“Available Funds” means the money in your Account which can be withdrawn or transferred together with any credit you may have available to you under your Overdraft Line of Credit Agreement.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

I. WHAT IS AN “EFT”?

An “EFT” is a transfer of your funds at our bank which is initiated electronically, for example, by telephone or computer or ATM. We currently offer the following EFT services:

- (a) **Direct Deposit.** You can arrange for the direct deposit to your Account of Social Security benefits or other deposits, such as payroll, that we allow to be deposited directly to your Account through the computer.
- (b) **Telephone Transfer.** You can use your Account numbers and, if applicable, your PIN to transfer funds by telephone between certain Accounts on request. Transfers conducted after 8:00 p.m. EST may not be posted until the next business day.
- (c) **Pre-authorized Payments.** You can arrange to have payments or transfers (that we allow) made from certain Accounts automatically. These payments or transfers are made to third parties such as insurance and utility companies.
- (d) **Services Available Through ATMs.** You may use your Card and PIN to do the following through our ATMs:
 - 1. You can withdraw Available Funds from your Checking, Savings, or Money Market Account.
 - 2. You can make deposits to your Checking, Savings or Money Market Account.
 - 3. You can transfer Available Funds between your Checking, Savings, or Money Market Accounts from any one to the other.
 - 4. You can make payments on mortgages or certain other loans with us.
 - 5. If you have an Overdraft Line of Credit Agreement, you can, by over drawing your Checking Account, obtain a loan advance from the credit available under the Overdraft Line of Credit.
- (e) **ATM Charges by Other Institutions.** 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).
- (f) **Other Services Available with your Card and PIN.** You can pay for purchases by accessing your Checking Account through a POS terminal at merchants that have agreed to accept the Card and PIN. At the time of the purchase you may also be able to withdraw cash, subject to the merchant’s policy and cash availability.

If your Card is a Visa Check (Debit) Card, you can use your card without your PIN to access your Checking Account for purchases at merchants accepting Visa Debit Cards.

Your rights relating to refunds and returned merchandise are governed by the merchant’s own policy on refunds and returns. You must resolve issues of this type directly with the merchant.

- (g) **Limitation on Availability of Services.** Some of these services may not be available at all ATMs or POS terminals. We are a member of the “NYCE®” and “Cirrus®” ATM networks and all of the transactions previously described in (d) and (e) may not be available at all ATMs or POS terminals where you can use your Card. Different limitations on withdrawals, deposits and other transfers may apply.
- (h) **Check Conversion Services.** You may consent to have a merchant or other business use your checks or information from your checks to create one-time electronic payments from your accounts.
- (i) **Bill Payments through Biller’s Website.** You can, through the website of a participating biller, access your Account to make a payment to that biller, by providing certain requested account information, such as information from your ATM or debit card. There may be limits on the dollar amount you can pay in this way.

- (j) **Account to Account Payments.** You can, at ATMs of participating financial Institutions, or using other methods allowed by the participating financial institution, transfer funds from your Account to another of your accounts or to an account of another person, by providing certain requested account information, such as information from your ATM or debit card. There may be limits on the dollar amount you can transfer in this way.

II. AGREEMENT.

By signing an application or by using your Card or by using an EFT, you agree to the rules in this Agreement for the type of EFT service that you use. You also agree that you will not use your Card, PIN, or any EFT service to conduct an illegal transaction or to pay for an illegal purchase. You understand that we may cancel your ability to conduct EFTs if we have reason to believe that you have used your Card, PIN, or any EFT service for any illegal activity.

III. GENERAL LIMITATIONS.

We may limit the type and form of Account to or from which we will allow EFTs.

- (a) **ATM and POS Transactions.** You may withdraw from ATMs no more than \$500 per calendar day, per Card. In addition to these ATM withdrawals, you may conduct POS transactions of \$500 per Card, per calendar day. The minimum withdrawal from our ATMs is \$20 and above that amount withdrawals must be in multiples of \$20.
- (b) **Visa Check (Debit) Card Purchases.** In addition to the ATM withdrawals and POS transactions described above, if you have a Visa Check Card, you can use your Card to make additional purchases at merchants that accept Visa Debit Cards. When you make a purchase using your Visa Check Card, you authorize us to put a hold on your account for the amount of the transaction. We will hold funds for approved Visa Check Card transaction. Visa Check Card transaction limits are based upon the cardholder's associated checking account type as follows:
- All Access Account \$5,000
 - Choice Checking \$2,000
 - Charter Checking \$5,000
 - Pinnacle Checking \$10,000

When the transaction has cleared, the funds on which we have placed a hold will be debited from your Account, and will no longer be counted toward your maximum transaction limit. Please note that the dollar amount of the hold is based on the amount of the authorization requested. For some merchants, this may be larger than the actual purchase amount. Some hotels, car rental agencies, restaurants, and gas stations typically request authorizations for higher dollar amounts than the actual amount of the purchase transaction. For example, suppose you use your Visa Check Card to pay for a \$15 gasoline purchase at a gas station. The gas station may request an authorization for \$125. The \$125 hold will remain until the actual purchased amount (\$15) is debited from your account. You agree that we are not responsible if we dishonor other POS, ATM or check transactions drawn on your Account because we have held funds or debited funds from your Account based on a Visa Check Card transaction.

- (c) **International Visa Check Card Transactions.** When you use your Visa-branded debit card at a merchant that settles in currency other than US dollar amount, the currency conversion rate used to determine the transaction amount in US dollars is either: (1) A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which the rate may vary from the rate Visa itself receives: or (2) The government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass the international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.
- (d) **Limitations Based on Available Funds.** If on a particular day, the amount of Available Funds in your Account and Overdraft Line of Credit total less than the amount stated in this section applicable to the Card, your total ATM withdrawals may not exceed the total of Available Funds that day. We may also limit your total POS transactions (including Visa Check Card transactions) to an amount that does not exceed the total of Available Funds that day or, in our discretion, we may allow you to complete a POS transaction that overdraws your account (see Section VI).
- (e) **International Travel.** Your Card may not work in all international locations. Some areas of the world are blocked for Card use due to high fraud volumes experienced in these locations. To use your Card when you travel internationally, you must notify the bank of your travel destination and travel dates to ensure that the Card will continue to function. A valid phone number must be provided to the bank at all times so that we may contact you to verify any suspicious Card transactions that may be identified on your account. Your Card may be restricted from use at any time should we suspect fraudulent transactions are occurring. Upon verification of suspected fraudulent transactions, your Card will be reactivated for your use or a new Card will be issued to you using our standard delivery method.
- (f) **Other Limitations.** For security reasons, there may be other limitations that may apply on the number of transactions you can conduct using your Card and/or PIN. Transfers from a Statement Savings or Money Market Account to another account or to a third party by pre-authorized, automatic, telephone, or computer transfer are limited by law. During a malfunction of the ATM, Point-of-Sale terminal or the computer system, we may limit the dollar amount and types of EFTs you can make including the types of Accounts you can access to conduct ATM and Point-of-Sale terminal transactions and Visa Check Card purchases.

IV. DOCUMENTATION AND TELEPHONE INQUIRY.

You have a right to receive certain types of documentation and information concerning EFTs.

- (a) **Periodic Statements.** You will get a monthly Account Statement.
- (b) **Pre-authorized Deposits.** You can arrange to have direct deposits made to your Account on a regular basis from the same person or organization.
- (c) **ATM or POS Record.** You can get a written record at the time you make a transaction through an ATM or POS terminal. This record will show certain information such as the amount of your transaction, the type of transaction, and the date of the transaction. Some ATMs may notify you that receipts are unavailable and may allow transactions without providing a receipt. If you use one of these ATMs, you waive your right to a written record of the transaction.

V. PRE-AUTHORIZED TRANSFERS FROM YOUR ACCOUNT.

- (a) **Stop Payment.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here's how:

Call us at 1-877-431-7431 ext. 7437, or write us at Fairfield County Bank, P.O. Box 2050, Ridgefield, CT 06877, Attention: Customer Care Center, 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 send it to us at an address we specify within 14 days after you call. If we require you to put your request in writing and send it to us within 14 days and you do not do so, then your oral stop payment order will cease 14 days after it has been made and we may make the payment if it is demanded by the particular person or organization involved.

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

- (b) **Notice of Varying Amounts.** If these regular payments may vary in amount, the person or organization 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 ask the person or organization you are going to pay to give you this notice only when the payment would differ by more than a certain amount from the prior payment or when the amount would fall outside certain limits that you set. We will not be liable if the person or organization you are going to pay fails to give you notice of varying amounts. If you do not have sufficient Available Funds in your Account to complete a preauthorized payment, we may deny the transaction or, in our discretion, we may allow the transaction to overdraw your account (see Section VI.)
- (c) **Liability For Failure to Stop Payment of Preauthorized Transfers.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled and you comply with a request by us to put your order in writing (as explained above), then if we do not follow your order to stop payment, we will be liable for certain types of losses or damages which you suffer.
- (d) **Stop EFT.** Unless otherwise stated in this Agreement, you cannot stop an EFT, other than a pre-authorized transfer.

VI. CHARGES.

Any charges for EFTs are disclosed on our Schedule of Charges under the headings "ATM/VISA® Check Card," "Excess Transaction Charge," "Related Checking Account Fees," "Online Banking," "Overdraft Charges," and "Miscellaneous Charges." If we have allowed an electronic funds transfer to overdraw your account, the overdraft will be subject to our overdraft fee as disclosed in our Schedule of Charges. The amount of the overdraft will also be immediately due and payable to us.

VII. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS.

If we do not complete a transfer to or from your Account in a timely manner in accordance with the terms and conditions of your Account and normal banking procedures or in the correct amount according to your instructions, we will be liable for certain types of losses or damages which you suffer. However, there are some exceptions. We will not be liable in the following instances:

- (a) We will not be liable if, through no fault of ours, you do not have enough Available Funds in your Account to make the transfer.
- (b) We will not be liable if the Account has a "hold" on it for the amount of all or part of the funds necessary to make the transfer.
- (c) We will not be liable if the transfer would go over the credit limit on your Overdraft Line of Credit Agreement.
- (d) We will not be liable if the ATM or POS terminal or system was not working properly and you knew or should have known about the break down when you started the transaction.
- (e) We will not be liable if you do not give us, where applicable, correct PIN and, where applicable, correct Account numbers when starting the transfer.
- (f) We will not be liable if circumstances beyond our control prevent the transfer despite reasonable precautions that we have taken.
- (g) We will not be liable if we do not receive proper instructions or notification for the use of the Account for EFTs or proper instructions for the particular transfer.
- (h) We will not be liable if the ATM or POS terminal where you are making a withdrawal does not have enough cash.
- (i) We will not be liable if the funds in your Account are subject to legal process or other encumbrance restricting such transfer.
- (j) We will not be liable if your Card has deteriorated or been damaged so that it does not function properly.
- (k) We will not be liable if your Card or PIN has been reported lost or stolen.
- (l) We will not be liable if you do not follow the procedures in this or any other Agreement you have with us.
- (m) We will not be liable if we did not complete the transaction because we reasonably suspected fraud or illegal activity.
- (n) There may be other reasons under Federal or State law why we will not be liable.

VIII. OVERDRAFT LINE OF CREDIT AGREEMENT.

If you have Overdraft Line of Credit, EFT, the Card and PIN, and other devices may be used (as stated in section 1 (d) of this Agreement) to obtain credit in the form of loan advances under the terms disclosed to you in the Overdraft Line of Credit Agreement which you have already received.

IX. BUSINESS DAYS.

Our business days are Monday through Friday. Holidays are not included.

X. ACCOUNT INFORMATION DISCLOSURE.

We will disclose information to third parties about your Account or the transfers you make in the following instances:

- (a) We will disclose information where it is necessary for completing transactions or collecting checks.
- (b) We will disclose information as allowed by law in order to verify the existence and conditions of your Account for a third party, such as a credit bureau.
- (c) We will disclose information in order to comply with any law, court order, or proper governmental request, such as subpoenas, tax information, bank examinations and reports of unusual cash transactions.
- (d) We will disclose information if you give us your written permission.
- (e) We will disclose information to our agents, auditors and collection attorneys.
- (f) We will tell a holder of one of your checks whether it would be paid if presented at the time of the request.
- (g) We will disclose information to government officials in connection with suspected violations of law.
- (h) We will disclose information to third parties if you owe us money and we must take legal action to get it.
- (i) We may disclose information relating to an Account which does not identify you or your Account.

(j) We may disclose information relating to your Account which is allowed to be disclosed under state and federal privacy laws.

XI. IF YOUR CARD OR PIN IS LOST OR STOLEN.

If you believe your Card and/or PIN has been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from your Account without your permission, call our Customer Care Center during business hours at: toll-free at 1-877-431-7431 ext. 7437. Or write us at:

Fairfield County Bank
P.O. Box 2050
Ridgefield, CT 06877-0950
Attention: Customer Care Center

To report a lost or stolen Visa Check (Debit) Card during non-business hours, please call the lost/stolen card hotline at 1-800- 264-5578 .

XII. YOUR LIABILITY.

(a) **General Rules.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. If you do not promptly notify us of such loss or theft you might lose all your Available Funds. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if someone used your Card 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 or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you told us, you could lose as much as \$500.00.

If your statement shows transfers that you did not make, tell us AT ONCE. If you do not tell us within 60 days after the statement was sent 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.

(b) **Special Rules for Visa Check (Debit) Card Purchases.** If your Card is a Visa Check Card, other limits apply to the type of Visa Check Card purchases described previously in Section III(b). For Visa Check Card purchases only, if you tell us after you learn of the loss or theft of your Card, you will have no liability for unauthorized transactions. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, this special rule on liability may not apply.

XIII. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS.

If you think your statement, or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, call us during business hours or write us as soon as you can.

Our phone number for this purpose is:
877-431-7431 ext. 7437
Our address for this purpose is:
Fairfield County Bank
P.O. Box 2050
Ridgefield, CT 06877-0950
Attention: Customer Care Center

We must hear from you not 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 transaction 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 complete our investigation within 10 business days after we hear from you and will correct any error promptly. (We may extend this time period to 20 business days if the error occurred within 30 days of the first deposit to your account.) If we need more time, however, we may take up to 45 days to investigate your complaint or question. (If the complaint or question concerned a transaction that was initiated in a foreign country, a point of sale transaction, or a transaction that occurred within 30 days of the first deposit to your account, we may take up to 90 days to complete our investigation.) If we decide to do this, we will recredit your Account within 10 business days (20 business days if the error occurred within 30 days of the first deposit to your account) for the amount you think is in error, so that you may 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 recredit your Account.

We will tell you the results of our investigation within three (3) business days of concluding it. If we decide there was no error or that a different error occurred, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

XIV. SURRENDER OF CARD.

The Card belongs to us. We can take it back at any time. You agree to surrender the Card when we or our agents request it. While the Card is in your possession, be sure your signature is on the back panel and keep it in a safe place.

If you have an ATM Card issued by the Bank which accesses the same accounts as your Visa Check Card, we may cancel your ATM Card after you receive your Visa Check Card.

XV. JOINT USE OF CARD/UNAUTHORIZED USER.

You are not permitted to authorize another person to use your Card. If you do authorize another person to use your Card, you are responsible for all transactions made by that person under the terms of this Agreement.

XVI. OUR RIGHTS WITH REGARD TO OVERPAYMENTS.

If funds have been deposited into your Accounts, to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owing from you to us and you authorize us summarily to withdraw such amounts from the Account or any other account you have with us. We can do this without giving you prior notice or demand. We can also exercise our right of set-off to recover any such amount. (An example of such an overpayment to your Account to which you are not legally entitled would be a Social Security payment received by direct deposit after your death.)

XVII. NON-ENFORCEMENT OF OUR RIGHTS.

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

XVIII. AMENDMENTS.

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