

# PREMIER BANK - ACCOUNT DISCLOSURES

## WELCOME TO PREMIER BANK

We're happy you've chosen us and pledge our finest service each time you visit. Keep in mind our many financial services and don't hesitate to ask for our assistance.

This document, along with any other documents we give you pertaining to your account(s), is a contact that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, 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.

## YOUR DEPOSIT ACCOUNT TERMS AND CONDITIONS AGREEMENT -

This agreement is subject to applicable federal laws and the laws of the state of Florida (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) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates, but permits variation by agreement; and
- (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.

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. 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. "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.

**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 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. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

**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"). 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 following business day that we are open.

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time, regardless of the type of ownership chosen. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a 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. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for 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.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. 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.

**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 parties to the account are husband and wife and holds 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.

**BUSINESS 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. We may require the governing body of the legal 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 legal entity.

**STOP PAYMENTS** - 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. To be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee. A written stop payment request is binding upon the Bank for only 180 calendar days unless renewed in writing. The stop payment request will become effective 24 hours after acceptance (ACH transactions require 72 hours). We are not responsible for stop payment requests with incorrect information.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop payment request may be made only by the person who initiated 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). Please refer to our *Schedule of Fees and Charges* for current service fee for each stop payment request you give us. You have no right to stop payment on any purchase or cash withdrawal originated by use of the Debit Card. We have no obligation to honor any such stop payment request by you.

**INACTIVE (DORMANT) ACCOUNTS** - If for a period of 24 consecutive months for checking accounts or 24 consecutive months for savings accounts, you make no deposit or withdrawal and we do not receive instructions from you concerning the account (even after we have written to you at the last address given to us), the interest will cease to accrue (if applicable). We may also be required by Florida law to transfer the funds in your account to the state as abandoned property, if left inactive for 5 years. If an account becomes inactive, the Bank shall have the right to accrue a monthly service fee against the account for each month it remains inactive. This fee is non-refundable. See *Safe Deposit Agreement* for dormant period.

**NIGHT DEPOSITORY** - All financial institutions are required to notify their depositors of the adoption of a policy that the financial institution is not liable for deposits made in an outside depository until the deposit is actually recorded.

**SOCIAL SECURITY NUMBER** - We are required by federal regulations to obtain a Social Security Number from individuals wishing to open an account with our bank. Without one, the account may not be opened.

**LEGAL PROCEEDINGS** - In the event your account becomes involved in legal proceedings, we may restrict your use of it. You will be responsible for all fees and expenses (including attorney's fees) incurred by us in such proceedings.

**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. 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. Notice from us to any one of you is notice to all of you.

**DISAGREEMENTS** - The regulations contained in this brochure are binding both on the Bank and on you. If there is a conflict between these regulations and something said by one of our representatives, these regulations will be controlling.

**OVERDRAFT AND UNCOLLECTED FUNDS** - If you attempt to withdraw more money than the balance in your account, the bank, at its option, may process the transaction which will cause an Overdraft of the account. The Bank, at its option, may pay, but is under no obligation to pay a check that has caused an overdraft or is drawn against uncollected funds, or it may return such checks unpaid. The payment of any overdraft does not guarantee the payment of any other overdraft. Overdraft fees will result from overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means and these fees are listed in the *Schedule of Fees and Charges*.

**ATM SURCHARGES** - When you use an ATM not owned by us, you may be charged an additional surcharge for a fund transfer or balance inquiry by the ATM operator or any network used.

**ILLEGAL TRANSACTIONS** - You may not use your Debit Card for any illegal transaction.

**STATEMENTS** - 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, forgeries, or any other errors 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.

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

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, 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 this option is selected, this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (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 you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance due for which we properly accelerate under the note. This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement 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. 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.

**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. Only the owner may designate, substitute, or remove an agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

**RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**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 for which Fedwire is used, 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. If we receive a credit to 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.

**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 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.

**PLEDGES** - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

**SPECIAL NOTE** - This Account consists of a checking sub-account and a savings subaccount. The Bank may periodically transfer funds between these two subaccounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a plan on which interest is paid, your interest calculation will remain the same; otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

#### **FUNDS AVAILABILITY DISCLOSURE**

**YOUR ABILITY TO WITHDRAW FUNDS AT PREMIER BANK** - 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. However, funds from 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/or we will use them to pay checks that you have written. 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 5:30 P.M. (6:00 P.M. on Friday) on a business day we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:30 P.M. (6:00 P.M. on Friday) or on a day that we are not open, we will consider that the deposit was made on the next business day we are open.

**RESERVATION OF RIGHT TO HOLD** - 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 fifth business day after the day of your deposit. The first \$100 of your deposit, however, will be available on the first business day after the day of your deposit. 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**LONGER DELAYS MAY APPLY** - We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- \* You deposit checks totaling more than \$5,000 on any one day.
  - \* You redeposit a check that has been returned unpaid.
  - \* You have overdrawn your account repeatedly in the last six months.
  - \* We believe a check you deposit will not be paid.
  - \* There is an emergency, such as failure of communications or computer equipment.
- We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

**HOLDS ON OTHER FUNDS** - If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**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, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than the 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 deposits of checks drawn on Premier Bank will be available on the first business day after the day of your deposit. Funds from all other check deposits will be available not later than the ninth business day after the day of your deposit.

#### **ELECTRONIC FUND TRANSFERS DISCLOSURE**

**YOUR RIGHTS AND RESPONSIBILITIES** - The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this section carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

#### **TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS**

##### **(a) Prearranged Transfers.**

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).

**(b) Telephone Transfers.** You may access your account(s) by telephone at (850) 504-0478 using a touch tone phone, your account numbers, security code and customer

number to: (1) Transfer funds from checking to savings; (2) Transfer funds from savings to checking; (3) Get checking account(s) information; (4) Get savings account(s) information.

**(c) ATM Transfers.** You may access your account(s) by ATM using your Visa Debit Card to get cash withdrawals from checking accounts. You may withdraw no more than 400.00 per day.

**(d) Point-of-Sale Transactions.** Using your card: You may access your checking account to purchase goods in person, phone, by computer, pay for services in person, by phone, by computer, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. You may not exceed more than \$2,000.00 in transactions per day including ATM withdrawals. Point-of-sale transactions are limited to 10 per day, with total being no more than \$2,000.00 when system is online and \$400.00 when offline.

**(e) Computer Transfers.** You may access your account(s) at 'www.premierbnk.com' using your account numbers, identification number, and pin to: (a) Transfer funds from checking to savings; (b) Transfer funds from savings to checking; (c) Make payments from checking to loan accounts with us; (d) Get checking account(s) information; (e) Get savings account(s) information (f) Use Bill Pay (optional - refer to Bill Pay Service Agreement).

**(f) 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 payment networks. 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 financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution 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: 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.

**FEES** - \$1.50 fee for each cash withdrawal or balance inquiry not done at Premier Bank ATMs or at Presto (Publix) ATM machines. Bill Pay is free for all PERSONAL checking accounts, except as indicated above. We do not charge for 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

**(a) Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

**(b) 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 the telephone number listed below to find out whether or not the deposit has been made.

**(c) In addition.** You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

**(d) Liability** for failure to stop payment of pre authorized 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

**(a) 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 for instance, not be liable:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 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.
- (5) as explained in the separate *Privacy Disclosure*.

#### UNAUTHORIZED TRANSFERS

**(a) Consumer Liability.** 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. Also, 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 in time. If a good reason (such as a long trip or a hospital stay)

- (b) Contact us 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 at the end of this disclosure. You should also call the number or write to the address listed at the end of 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 below, 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 1 business day (5 business days if involving a Visa transaction or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa transaction or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer. We will tell you the results within three business days after completing our investigation. If we decide that there was no error we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

For problem resolution call or write:

Premier Bank  
PO Box 3606  
Tallahassee, FL 32315  
(850) 386-2225

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

#### PREMIER BANK BOUNCE PROTECTION® (a registered trademark) Customer Overdraft Policy

An insufficient balance could result in several ways, such as (1) ATM withdrawals or Debit Card purchases; (2) the payment of checks, electronic funds transfers or other withdrawal requests; (3) payments authorized by you; (4) the return of unpaid items deposited by you; (5) the imposition of bank service charges; or (6) the deposit of items which according to the bank's funds availability policy, are treated as not yet available finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your account in good standing (defined as making regular deposits and bringing your account to a positive balance, including payment of all bank fees charged to your account at least once every 30 days) and there are no legal orders outstanding, we may approve your reasonable overdrafts as a non-contractual courtesy. You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally we will not approve an overdraft for you in excess of the predetermined amount assigned to your account. So as not to exceed your limit, you should note that the amount of the overdraft plus the bank's standard NSF fee (per item) will be deducted from the overdraft limit. We may refuse to pay an overdraft for you at any time, even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdraft plus our non-sufficient funds handling fee charge(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one owner on the signature card, each owner and agent, if applicable, drawing/presenting the item creating the overdraft shall be jointly and severally liable for such overdraft plus our non-sufficient funds handling fee.

Bounce Protection (registered trademark) should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. In the event you would like to have this service removed from your account, you can do so by simply calling (850) 386-2225.

**You should note that your bounce protection limit will not be included in your balance at the ATM, or our 24 hour telephone banking service, BankLine. Your available balance on your deposit receipt at the teller window will include your bounce protection limit. Your bounce protection limit is included in your balance when you access your account through Internet Banking.**

**Limitations.** Bounce Protection® (registered trademark) is a non-contractual courtesy which is available to individually/jointly owned accounts in good standing for personal or household use. Premier Bank reserves the right to limit participation to one account per household and to discontinue this service without prior notice.

**IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT  
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 \$2,500.00 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:

Premier Bank  
PO Box 3606  
Tallahassee, FL 32315  
(850) 386-2225

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-

- (1) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- (2) An estimate of the amount of your loss;
- (3) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- (4) A copy of the substitute check or the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check)

**Electronic Delivery of Disclosure Statement**

Upon receipt of this statement, you consent to electronic delivery of any future disclosures. These subsequent disclosures will not be distributed in paper unless you contact us and request a paper version. Requests should be sent in writing to Premier Bank, PO Box 3606, Tallahassee, FL 32315 or by contacting a Premier Bank representative at (850)383-4617. These disclosures are found under the "Account Disclosures" link on our website, [www.premierbnk.com](http://www.premierbnk.com).

You may withdraw your consent to receive the disclosures electronically by contacting us in writing at Premier Bank, PO Box 3606, Tallahassee, FL 32315 or by calling a Premier Bank representative at (850)383-4617. You will receive e-mail notifications rather than written correspondence when important information about Premier Bank's products and services is updated. We will also e-mail you rather than notify you by regular U.S. mail when we update account disclosures. These e-mail notifications will include easy to follow instructions for accessing information on our website. If your e-mail address should change you must update our records by contacting a Premier Bank representative at (850)383-4617, or in writing to Premier Bank, PO Box 3606, Tallahassee, FL 32315. (Refer to *Super Interest Checking – Drop Cycle* for requirement cycles).

In order to receive the disclosures electronically, the following minimum computer hardware and software requirements must be met: IBM compatible or Macintosh

personal computer system with Internet connectivity; available hard drive disk space of at least 50 kb; a computer pointing device, such as a mouse; 128 bit SSL (Secure Socket Layer) compatible browser, such as Internet Explorer 5.0 or higher; a computer monitor capable of displaying Internet Web pages and graphics; and a graphical user interface operating system such as Windows 2000 or later, or Mac OS9.

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**IMPORTANT INFORMATION REGARDING PROCEDURES  
FOR OPENING A NEW ACCOUNT**

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**TO HELP THE GOVERNMENT FIGHT THE FUNDING OF  
TERRORISM AND MONEY LAUNDERING ACTIVITIES, THE USA  
PATRIOT ACT, A FEDERAL LAW, REQUIRES ALL FINANCIAL  
INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD  
INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS  
AN ACCOUNT.**

**WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT,  
WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH,  
AND OTHER INFORMATION THAT WILL ALLOW US TO  
IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S  
LICENSE OR OTHER IDENTIFYING DOCUMENTS AND MAY  
RETAIN COPIES OF THEM FOR OUR RECORDS.**



**PREMIER  
BANK**

ACCOUNT DISCLOSURE

12/08

