

By opening, using and/or maintaining a City National Bank of Florida (CNB) ATM Card or Check Card, you agree to the terms and conditions of the *Deposit Agreement* and this *Electronic Fund Transfers Disclosure*, including the fees and charges listed in the applicable *Disclosures & Schedule of Fees*.

Government regulations require that we provide you with the following disclosures if you have contracted for any of the following CNB electronic banking services:

- ▶ An ATM Card or Check Card for use at our own automated teller machines (ATM), at Publix Presto! ATMs, NYCE®, Cirrus®, Plus/Honor, Pulse, Visanet, American Express and at ACCEL/Exchange Network designated ATMs.
- ▶ An ATM Card or Check Card for use at point-of-sale (POS) terminals at Publix Presto! ATMs, NYCE®, Cirrus®/Plus/Honor, Pulse, Visanet, American Express and at ACCEL/Exchange Network designated service stations or stores.
- ▶ The direct deposit of periodic payments, such as social security, into your checking account and/or savings account as available through the Bank's ATM Card or Check Card.
- ▶ A pre-authorized payment from your checking account such as an insurance or loan payment.
- ▶ A Check Card to pay for purchases at any establishment worldwide that accepts Visa®.
- ▶ CityTel telephone banking, including funds transfers between your CNB accounts.
- ▶ CNB Online Banking Service, a personal computer banking service offering bill paying and funds transfers between your CNB accounts and those held at other financial institutions including investment firms.

(These disclosures are subject to Florida law that may give you greater protection.)

Foreign Transactions

If you use your ATM or Check Card to obtain cash or to purchase goods or services in another country, the amount of the charge in foreign currency will be converted to a U.S. dollar amount by the applicable network (e.g., Visa®, etc.). In making this conversion, the network will use the procedures set forth in its operating regulations. Conversion to U.S. dollars may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different from the conversion rate in effect on the transaction date. The Bank does not determine the currency conversion rate that is used.

In accordance with the Visa U.S.A. Inc. Operating Regulations, the exchange rate between the transaction currency and the billing currency used for processing international transactions is:

“A rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or

The government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer.”

CNB will impose an International Service Assessment (ISA) fee for international transactions. If you conduct a transaction involving only U.S. dollars with your ATM or Check Card in a country outside of the United States, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of 0.8% of the transaction amount that will appear on your monthly statement.

If you conduct a transaction involving multiple currencies with your ATM or Check Card in a country outside of the United States, Puerto Rico or the U.S. Virgin Islands, there will be a transaction fee of 1.0% of the transaction amount that will appear on your monthly statement.

Consumer Liability for Unauthorized Transfers and Advisability of Prompt Reporting

Contact us immediately at 1-800-762-2489 if you believe your ATM card, Check Card or Personal ID Number (PIN) has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your card. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account.

If you tell us within 2 business days, you can lose no more than \$50 if someone used your ATM card, a Check Card or Personal ID Code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your ATM card, Check Card or Personal ID Number (PIN), and we can prove we could have stopped someone from using your ATM card, Check Card or Personal ID Number (PIN) without your permission if you had notified us, you could lose as much as \$500.

Visa® has a Zero Liability policy that further protects consumer's liability regarding fraudulent point of sale transactions.

If your statement shows transfers that you did not make, including those made by card, access code, or other means, tell us at once. If you do not tell us within 60 calendar days after the statement was mailed to you, you may not get back any money you lost after the 60 calendar 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 notifying us, we will consider extending the time periods at our sole discretion.

If you have been a victim of identity theft contact your local CNB account representative immediately.

If you believe that an electronic transfer has been made without your permission involving information from your check obtained through a check conversion transaction, you should contact your CNB representative.

Telephone Number and Address to be Notified in Event of Unauthorized Transfer

If your ATM card, Check Card or Personal ID Number (PIN) has been lost or stolen or if someone has transferred or may transfer money from your account without your permission, call us at 1-800-762-2489 or write us at the address listed at the end of this brochure.

Business Days

Our business days are Monday through Friday. Holidays are not included. Normal banking hours are displayed at each office location and may vary.

Types of Available Transfers and Limits on Transfers

- 1) You may use your ATM or Check Card at our automated teller machines to:
 - a) Withdraw up to \$500 in any one day of available funds from your checking or statement savings account (minimum transaction \$20).
 - b) Make deposits* to your checking or statement savings account. All deposits, whether consisting of cash or checks, are subject to verification.
 - c) Transfer available funds between the following types of accounts, if accounts have been linked to your ATM or Check Card:
 - i) Personal Checking Account
 - ii) Money Market Deposit/Gold Account
 - iii) Interest Checking Account
 - iv) Statement Savings Account
 - v) Special Checking Account
 - vi) CitySmart Checking Account
 - d) Request the balance in your account.

**Deposits may only be made at select ATMs owned by CNB.*

- 2) You may also use your ATM or Check Card at Publix Presto!, NYCE®, Cirrus®, Plus/Honor, Pulse, Visanet, American Express and at ACCEL/Exchange Network designated automated teller machines to:

- a) Withdraw up to \$500 in any one day of available funds from your checking or statement savings account (minimum transaction \$10).
 - b) Transfer available funds as outlined in 1 (c).
- 3) You may use your ATM or Check Card at point of sale (POS) terminals at Publix for groceries, NYCE®, Cirrus®, Plus/Honor, Pulse, Visanet, American Express and ACCEL/Exchange Network designated service stations and stores for merchandise purchases.
- 4) You may use CityTel telephone banking to:
- a) Transfer available funds as outlined in 1 (c) of this section.
 - b) Request the balance in your account.
 - c) Change your Personal Identification Number (PIN) for your ATM or Check Card.
 - d) Change your access code to the CityTel telephone banking service.
- 5) You may use CNB Online Banking to:
- a) Transfer available funds* as outlined in 1 (c).
 - b) Request the balance in your account.
 - c) Pay bills to third parties using the Bill Payer or through Bill Presentment service (subject to availability).
 - d) Transfer money from your Primary Checking Account to make loan payments for loans you have with CNB.
 - e) Transfer money from your Cityline and Equity Line Accounts to your Primary Checking Account.
 - f) Transfer money between your CNB accounts and those held at other financial institutions including investment firms.**
 - g) Transfer money between your CNB accounts to an account held by a recipient (Pay People feature under funds transfer service).**
 - h) Export account information to your personal financial management software (such as Quicken®, QuickBooks® or Money®).

**Transfers of available funds (which include Bill Pay) are limited to an aggregate of \$9,999.99 per business day. (Accounts with current stop payments outstanding may not be able to transfer funds using CNB Online Banking service).*

***Refer to the Funds Transfer Service Agreement for applicable limitations and relevant fees.*

- 6) If you have contracted with a third party, direct deposits to your checking or savings account or payments from your checking account can be made automatically.
- 7) You may use your Check Card to pay for purchases at any establishment worldwide that accepts Visa®.
- 8) 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 to pay bills.
- 9) You may change **your** PIN, if you feel that the secrecy of your PIN has been compromised.
- 10) The Bank's authorized default limits on ATM and Point-of-Sale transactions (with PIN and PIN-less) is set to a daily aggregate transaction limit of \$2,500 for personal accounts and \$5,000 for business accounts. Changes to the above default daily aggregate transaction limits are subject to approval by CNB representative. You can contact us at the telephone numbers provided below for assistance with respect to the daily aggregate transaction limits.

Please Note: *All savings and money market accounts are limited to a maximum of six (6) pre-authorized transfers (including, but not limited to, automatic, wire, internet, or telephone transfers) per account statement cycle.*

Certain fees may apply for ATM withdrawals not performed at CNB owned ATM facilities.

Charges for Transfers

ATM/Check Card - There are no charges for these electronic banking services when you use your ATM card or Check Card at any of CNB's own ATMs or Publix Presto! ATM terminals. However, if you use your ATM card or Check Card at an ATM machine not owned by CNB you will be charged fees for your transactions. Fees for use of your ATM card or Check Card on non-proprietary ATMs are listed in the Bank's Disclosures & Schedule of Fees. Also, you may be charged other fees (surcharges) imposed by the operator of non-proprietary ATMs.

CityTel - There are no charges* for the use of the CityTel telephone banking service.

CNB Online Banking - There are certain charges that apply to the use of the CNB Online banking service. A list of these charges is contained in the Bank's Disclosures & Schedule of Fees for Personal Accounts. Specific fees relating to Funds Transfer services (i.e. Pay People and Funds Transfer) can be found under separate disclosure.

Your account(s) remain subject to the bank's standard monthly fees as well as fees for miscellaneous services. Refer to the Bank's Disclosures & Schedule of Fees for Personal Accounts.

**Any long distance charges incurred are the sole responsibility of the customer.*

Card Charges

- ▶ There is a charge for each replacement card (lost, damaged, or stolen). This charge is listed in the Bank's Disclosures & Schedule of Fees.
- ▶ Upon termination of your account(s) you are required to return your ATM and/or Check Card(s) to the Bank.

Inactivity

The ATM or Check Cards that have been issued by the Bank, and that have not been utilized (active) in twelve (12) consecutive months will be placed in inactive status and subsequently closed without prior notice.

The Bank's ATM Cards will remain inactive for and an additional twelve (12) months, for a total of twenty-four (24) months, and then will be purged from the card base management system.

The Bank's Check Cards will remain inactive until the expiration date of the card and then will be purged from the card base management system.

ATM or Check Cards may be re-activated any time before they are purged from the card base management system by contacting any CNB branch location.

Account Information to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- ▶ Where it is necessary for completing transfers; or
- ▶ In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- ▶ In order to comply with government agency or court orders; or
- ▶ If you give us your written permission.

Right to Receive Documentation of Transfers

You can get a receipt at the time you make any transfer to or from your account (subject to later audit verification) when you use an automated teller machine. On transactions of \$15.00 or less, receipts may not be provided.

If you have arranged to have a direct deposit made to your account at least once every 60 calendar days from the same person or company, you can call us at the telephone number listed at the end of this section of the brochure to find out whether or not the deposit has been made.

You will receive a monthly account statement of your checking account and statement savings account. If no transfers occurred in your statement savings account in a particular month you will receive a statement at least quarterly.

Pre-authorized Transfers

A) Right to Stop Payment

You may stop regular payments from your account at any time. To do so, notify CNB at the address listed at the end of this brochure in time for us to receive your request 3 or more business days before the payment is scheduled to be made. If you call, we will require you to put your request in writing and get it to us within 14 calendar days. If you do not complete a written stop payment order within 14 calendar days the stop payment will be removed. We will charge you at our normal stop payment rate for each order you give. Refer to the Bank's Disclosures & Schedule of Fees for the current amount of these fees.

B) Notice of Varying Amounts

If these regular payments vary in amount, the person you are going to pay will tell you 10 calendar 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 differs by more than a certain amount from the previous payment or when the amount falls outside certain limits that you set.)

C) Liability for Failure to Stop Payment

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 proven losses or damages not to exceed the amount of the check. We shall not be liable for any consequential damages.

D) 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 see (C). However, there are some exceptions. We will not be liable:

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

In Case of Errors or Questions About Your Electronic Transfers

Call us at (305) 349-5410 or for Check Card loss call 1-800-762-2489 for 24 hour service or write to us at:

25 W. Flagler Street
3rd Floor
Attn: E.F.T. Department
Miami, Florida 33130

Contact us 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 calendar days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number.
- 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.

4) The date the transaction occurred.

You may also contact us at the phone number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. You may complete an error notification form at any of our bank locations or send us a letter. To ensure a timely resolution to your request, please be sure to include all of the information noted in the paragraph above.

We will determine whether an error occurred within 10 banking days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (5 business days for point of sale transactions conducted through the Visa® network) 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 re-credit your account the disputed amount. For accounts open less than 30 calendar days, the Bank may extend the 10 business days resolution period to 20 business days (including the timeframes noted herein for the types of accounts or transactions disputed). However, we will complete our investigation within the timeframes noted herein for the types of accounts or transactions disputed.

The maximum applicable research time is extended from 45 days to 90 days for transactions which:

- 1) are not initiated within the United States; or
- 2) resulted from a point-of-sale debit card transaction; or
- 3) occurred within 30 days after the first deposit to the account was made.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.