

Electronic Funds Transfer Disclosure

By opening, using and/or maintaining a TotalDirectBank (TDB) account, 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 TDB electronic banking services:

- The direct deposit of periodic payments, such as social security, into your money market account.
- A pre-authorized payment from your money market account such as an insurance or loan payment.
- TDB telephone banking, including funds transfers between your TDB money market accounts.
- TDB Online Banking Service can be accessed via personal computer or through a wireless device, and offers various services, including but not limited to: funds transfers (internal and/or external).

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

Consumer Liability for Unauthorized Transfers and Advisability of Prompt Reporting

Contact us immediately at 1-888-682-2881, if you believe your credentials have been lost or stolen, or if you believe that an electronic funds transfer (EFT) has been made without your permission. 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 two (2) business days, after your credentials were lost or stolen, your liability will not exceed \$50 or the amount of the unauthorized EFTs that occur before notification, whichever is less.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your credentials, and we can prove we could have stopped the unauthorized transfer if you had notified us, you could lose as much as \$500.

If your statement shows electronic funds 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 provided 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 a TDB 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 a TDB representative.

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

If your credentials have been lost or stolen or if someone has transferred or may transfer money from your account without your permission, call us at (888) 682-2881 or write to us at the address listed at the end of this disclosure.

Business Days

Our business days are Monday through Friday. Holidays are not included. Normal banking hours are available on our website.

Types of Available Transfers and Limits on Transfers

TotalDirectBank does not offer ATM or Check Cards.

1. You may use TDB Online Banking to:

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- a) Transfer available funds between your TDB money market accounts.
- b) View the balance in your account.
- c) Transfer money between your TDB accounts and those held at other financial institutions including investment firms. *

**Transfers of available funds are limited to an aggregate of \$25,000.00 per business day and a monthly aggregate of \$250,000.*

2. You may use TDB telephone banking to:
 - a) Transfer available funds between your TDB money market accounts.
 - b) Review the balance in your account.
3. If you have contracted with a third party, direct deposits to your money market account or payments from your money market account can be made automatically.

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.*

Charges for Transfers

TDB Online Banking - There are certain services within TDB's Online Banking where charges may apply. With respect to such services within Online Banking, any applicable fee will be displayed prior to execution of any transaction and will require your acceptance.

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 TotalDirectBank Accounts.

TDB Telephone Banking – There is no charge* for the use of telephone banking services.

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

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

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 disclosure to find out whether or not the deposit has been made.

You will receive a monthly account statement for your money market account.

Pre-authorized Transfers

A) Right to Stop Payment

You may stop regular payments from your account at any time. To do so, notify TDB at the address listed at the end of this disclosure in time for us to receive your request three (3) or more business days before the payment is

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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 TotalDirectBank Accounts 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 three (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 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 1-888-682-2881, Monday through Friday 8:30am to 5:00pm EST, except for holidays observed by the Federal Reserve system or write to us at:

TotalDirectBank
c/o City National Bank
P.O. Box 524470
Miami, Florida 33152-4470

Contact us as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the unauthorized EFT 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.

If you tell us orally, we may require that you send us your complaint or question in writing and signed by you within 10 business days. You may complete an error notification form provided by our customer service representatives 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.

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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 ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing and signed by you 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) 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 three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.