



ELECTRONIC FUNDS TRANSFER

The following sets forth your rights and responsibilities concerning electronic funds transfers.

Depositor's Liability

Tell us AT ONCE if you believe your ATM Card, Debit Mastercard®, PIN or Personal Online Banking password has become 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 two business days after you learned of the loss or theft of your card or password, you can lose no more than \$50 if someone used your card, PIN or password without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN or password, and we can prove we could have stopped someone from using your card, PIN or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Telephone Number and Address to Contact in Event of an Unauthorized Transfer

If you believe your card, PIN or password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at once at (305) 629-1200, or write to:

Mercantil Bank, N.A.,
Operations Dept.,
12496 N.W. 25th Street,
Miami, Florida 33182.

Business Days

For purposes of these disclosures, Mercantil Bank's business days are Monday through Friday. Federal holidays are not included.

Transfer Types

You may use your ATM Card or Debit Mastercard® to:

1. Withdraw cash from your checking or savings accounts.
2. Make deposits to your checking and savings accounts.
3. Transfer funds between your checking and/or savings accounts.
4. Pay for purchases at places that have agreed to accept the card.

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

Electronic 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:

1. Pay for purchases.
2. Pay bills.

You may use Personal Online Banking or Mobile Banking to:

1. Transfer funds between your checking and/or savings accounts.
2. Pay bills to third parties using Online Bill Pay (*service not available to International Customers*).
3. Transfer funds from your accounts to third parties at Mercantil Bank.
4. Transfer funds from your accounts to your own accounts or third party accounts at other U.S. Banks (*not available using Mobile Banking and service not available to International Customers*).
5. Transfer funds from your accounts to pay your Mercantil Bank credit card account.
6. Originate an external transfer from your account at another U.S. Bank to your MB accounts (*not available using Mobile Banking*).

Pre-authorized Transfers

1. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling (305) 629-1200, or writing to us at Mercantil Bank, N.A., Operations Dept., 12496 N.W. 25th Street, Miami, Florida 33182 in time for us to receive your request three business days before the payment is scheduled to be made. If you call we may also require you to put your request in writing within 14 days after you called. You will be charged \$30 for each stop payment requested in person and \$30 for each online stop payment order you give.
2. Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You can choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
3. Liability for Failure to Stop Payment of Pre-authorized Transfers. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Printed: 5/17

ELECTRONIC FUNDS TRANSFER

Liability for Failure to Make Transfers

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

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

There may be other exceptions stated in our agreement with you.

Disclosure of Account Information to Third Parties

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

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

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, as soon as you can, call us at (305) 629-1200, or write to: Mercantil Bank, N.A., Operations Dept., 12496 N.W. 25th Street, Miami, Florida 33182. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number.
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days 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 for foreign or point-of-sale transactions) to investigate your

complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not recredit your account.

We will tell you the results within three business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies used in our investigation.

If you have not had a relationship with our bank, but now have an account that allows electronic funds transfers, and you have any type of EFT error, we will provisionally credit your account on the 20th business day after you have notified us if it takes longer to resolve the error. You will be notified of the results of the completed investigation within 90 days.

Limitations

Dollar Limits on Transactions

When you use your Card at ATMs and for purchase transactions, we may apply two daily limits to the amount you are authorized to withdraw from your deposit accounts during each day; a cash limit and a purchase limit. We establish these limits for purposes of issuing authorizations to ATM and merchant processing systems. We may issue authorizations, and permit withdrawals and purchases, in excess of these limits. The limits are based on your relationship with us and the type of account you have with us. We may establish higher or lower limits. If we have not established another limit for you, your limit is set forth below.

1. Cash Limit

The cash limit is the total amount you are authorized to withdraw each day from your deposit accounts at ATMs using your ATM or Debit Mastercard®. Please note that some ATMs may not be able to dispense the full amount of your cash limit in a single transaction in which case you may need to perform more than one transaction.

The Daily Cash Limit for all accounts, with the exception of Premium NOW International checking, is the lesser of your available balance or \$600. Premium NOW International checking account customers will have a Daily Cash Limit of the lesser of their available balance or \$1,200.

2. Purchase Limit

The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Debit Mastercard® or ATM Card. Cash back you may receive from purchase transactions counts against your purchase limit. Cash back also includes: (a) purchases of money orders, cashier's checks, or other

Printed: 5/17

ELECTRONIC FUNDS TRANSFER

similar instruments and other things of value, and (b) cash you obtain from a financial institution. Your purchase limit is generally in addition to your cash limit. For security purposes, we may place other restrictions on the purchase limit from time to time.

The Daily Purchase Limit for all accounts, with the exception of Premium NOW International checking, is the lesser of your available balance or \$5,000. Premium NOW International checking account customers will have a Daily Purchase Limit of the lesser of their available balance or \$10,000.

3. Transaction Limit

Total transfers from a money market account or savings account to another account or to third parties by pre-authorized, automatic or telephone transfer are limited to six per statement cycle. Transfers made through Personal Online Banking or Mobile Banking are included in this maximum allowable limit.

Transfers from your accounts to your own or third party accounts at other U.S. Banks will be limited to the maximum amount of \$2,000 per transfer and/or per day and the aggregate amount of all transfers may not exceed US \$6,000 per calendar month.

Service Fees

1. There is no charge for using your ATM Card or Debit Mastercard® at a Mercantil Bank ATM. When you use your card at a terminal not owned by Mercantil Bank, you will be charged \$2.00 for each withdrawal and \$2.00 for each balance inquiry and you may be charged additional fees for the withdrawals and/or balance inquiries by the ATM operator or network used. When you use an ATM outside the United States, the ATM operator may charge you an additional access fee for international ATM cash disbursement transactions.
2. There is no charge for Personal Online Banking.
3. There is no charge for Mobile Banking.
4. There is no charge for Online Bill Pay.
5. There will be no charge for Electronic Funds Transfers, except for the following Electronic Funds Transfers in which you will be charged \$5.00:
 - from your accounts at Mercantil Bank to third party accounts at Mercantil Bank;
 - from your accounts at Mercantil Bank to your own accounts or third party account at other U.S. Banks
(not available using Mobile Banking and service not available for International Customers).

6. All transactions made outside the United States with your Mercantil Commercebank Debit Mastercard or ATM card are subject to a cross-border fee of 0.90% of the total transaction amount. If the transaction is conducted in a currency other than U.S. dollars, a currency conversion assessment of 0.20% of the total transaction amount will be added when Mastercard® performs the currency conversion.

The currency exchange rate between the transaction currency and the billing currency used for processing international transactions may be a rate selected by Mastercard® from the range of rates available in wholesale currency markets, or a government-mandated rate. In both cases, the rate may vary from the rate Mastercard® itself receives and may include adjustments determined by Mercantil Bank.

7. Your Debit Mastercard® or ATM Card also allows you to conduct transactions on the Mastercard, Maestro, Cirrus, Allpoint, Presto!, ACCEL and/or STAR networks, which will generally require you to enter your PIN. Mastercard Zero Liability applies to all transactions, including PIN-based transactions at the point of sale, ATM withdrawals and online or mobile transactions on Mastercard, Maestro and Cirrus-branded transactions.

Customer's Right to Receive Documentation of Transfer

You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines. You will also receive a receipt every time you make a purchase using your Debit Mastercard®.

Pre-authorized 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 your branch or (305) 629-1200 to find out whether or not the deposit has been made.

Periodic Statement

You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.