

FNBT.COM BANK
DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT

As used in this agreement, the words, "you" and "your" mean each and every person signing, using or having a Debit Card account with the above named Bank or one of its authorized Agents which together shall be referred to as the "Bank" or "we" in this agreement.

As used in this Agreement, the words, "Debit Card" refers to your Visa Debit Card and the corresponding checking account at the Bank.

As used in this Agreement, the words, "Designated Checking Account" refers to your checking account at the Bank, which you designate when your Debit Card is issued and any subsequent checking account you may designate from time to time in writing to the Bank. Only one designated checking account will be tied to the Debit Card at any given time.

BY USING YOUR DEBIT CARD, YOU AGREE TO THE TERMS SET FORTH IN THIS AGREEMENT.

1. LIABILITY FOR THE USE OF THE CARD

You may obtain merchandise, services, and cash advances with your Debit Card. By signing, using or permitting the use of or negligently dealing with your Debit Card, you agree that you will be responsible for and pay for all charges for merchandise, services and cash advances on your Debit Card account, except as provided in Paragraph 4. If your Designated Checking Account is a joint account all signers on the account will be liable for charges made by any joint owner.

2. PAYMENT

There is no bill or statement for your Debit Card. All charges will be deducted directly from your designated checking account at the Bank. There are no finance charges for use of your Debit Card. If you have a line of credit or other overdraft protection attached to your designated checking account, refer to that agreement for any finance charges or fees that apply.

3. OTHER CHARGES: (a) Fee for Documentary Evidence: If you request a copy of a charge slip, the Bank may charge you the sum of \$15.00 for each copy.

4. LIABILITY FOR UNAUTHORIZED USE

You may be liable for the unauthorized use of your Debit Card. If your Debit Card is lost or stolen, you must notify the Bank immediately either orally or in writing at FNBT.COM BANK, Attn: Customer Service, 29 Eglin Parkway, Fort Walton Beach, Florida 32548, (850) 796-2201. Tell us AT ONCE if you believe your card has been lost or stolen. 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 believe your card has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told us, you could lose as much as the balance in your account. Also, 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 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.

5. OWNERSHIP OF DEBIT CARD

Every DEBIT CARD remains property of the Bank, and you will surrender your Debit Card to the Bank or anyone designated by it on demand.

6. SECURITY INTERESTS

Collateral securing your existing or future debts to the Bank, if any, will also secure your Debit Card account and any overdrawn balance on your designated checking account, except that any mortgage on your principal dwelling will not secure your Debit Card account.

7. ASSIGNABILITY OF ACCOUNTS

The Bank may assign, sell or transfer your Debit Card account to another financial institution.

8. AMENDMENT OF THIS AGREEMENT

The Bank may amend and change this Agreement by mailing to you at your latest address of record a written notice of the changes at least fifteen (15) days prior to the beginning date of the statement cycle in which any changes are to become effective.

9. STATEMENT BILLING ERRORS

See "Your Statement Billing Rights" for important information concerning your rights to dispute billing errors as they appear on your designated checking account statement.

10. DEBIT CARD SERVICES

Types of Transfers: You may use your Debit Card to initiate transactions at any Retail Merchant, Financial Institution, or ATM that displays the VISA logo. A PIN (Personal Identification Number) is required to use the card in an ATM. You may request a PIN with an employee at any of our office locations or by calling (850) 796-2201. Limitations on Frequency and Amount: Cash Advances on your Debit Card are limited to \$510.00 a day and Point Of Sale transactions are limited to \$2500 per day.

Fees and Charges for Debit Card Transactions: \$35.50 will be charged for any transaction presented against insufficient funds on your Designated Checking Account at the Bank. There is a Replacement Card Fee of \$10.00 per card. A \$2.00 fee is applied for ATM transactions performed at a non-FNBT.COM BANK (foreign) ATM.

11. Non-Visa PINless Debit Card Transactions Disclosure

FNBT.COM BANK allows non-VISA debit transaction processing. This means you may use your Visa Debit Card on a PIN-Debit Network (a non-Visa network) without using a PIN to authenticate your transactions. (Visa rules generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program). The non-Visa debit network for which such transactions are allowed is PULSE. Samples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Debit Card include signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a Non-VISA PINless Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN. Please be advised that the terms and conditions of your agreement with us relating to Visa debit transactions do not apply to non-VISA PINless debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures on Visa debit card transactions are not applicable to transactions processed on a non-VISA PINless-Debit Network.

12. ELECTRONIC FUNDS TRANSFERS

Types of Pre-authorized Transfers: You may arrange for us to complete the following pre-authorized transfers to your deposit accounts:

Accept direct deposits from your employer, U.S. Treasury Department or other financial institutions to your designated checking account. Pay certain recurring bills from your designated checking account.

Fees and Charges: We do not charge for any pre-authorized EFTs. We will charge \$35.50 for each stop-payment order for pre-authorized transfers.

13. BUSINESS DAYS

Our regular business days are Monday through Friday. Saturdays, Sundays, and Holidays are not included.

FNBT.COM BANK
DEBIT CARD AGREEMENT AND DISCLOSURE STATEMENT

14. RIGHT TO DOCUMENTATION

Periodic Statement: The frequency with which you receive account statements is monthly. You will receive a receipt at the time you make any transaction at an ATM or Visa Merchant.

15. OUR 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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you used the Debit Card in an incorrect manner.
- If the ATM where you are making the withdrawal does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, power failure or natural disaster) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If the error was caused by a system of an ATM network or Visa network.
- If there are other exceptions as established by us.

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

Telephone us at (850) 796-2201 or write us at FNBT.COM BANK P. O. DRAWER 1327, Fort Walton Beach, FL 32549 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 sixty (60) days after we sent you the **FIRST** statement on which the problem or error appeared. Tell us your name and account number (if any).

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 ten (10) business days.

We will tell you the results of our investigation 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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will 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 we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation of our findings within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic fund transfer that was initiated in a foreign location, or is a point of sale Debit Card transaction, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days, and ninety (90) calendar days in place of forty five (45) calendar days.

17. ACCOUNT INFORMATION DISCLOSURE

We will disclose information to third parties about your account or the transfers you make: To complete transfers as necessary; To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant; To comply with government agency or court orders; or If you give us your written permission.

18. NOTICES

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

19. ENFORCEMENT

In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

20. TERMINATION OF DEBIT CARD SERVICES

You agree that we may terminate this Agreement and your use of the Debit Card services, if:

- You or any authorized user of your Debit Card breach this or any other agreement with us;
 - We have reason to believe that there has been an unauthorized use of your Debit Card;
 - We notify you or any other party to your account that we have canceled or will cancel this Agreement.
- You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

YOUR STATEMENT BILLING RIGHTS-KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and responsibilities under the Fair Credit Billing Act. Notify Us In Case of Errors or Questions About Your Statement if you think your statement is wrong, or you need more information about a transaction on your statement; write us at the address listed in item #4. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- (1) Your name and account number.
- (2) The dollar amount of the suspected error.
- (3) Describe the error and explain, if you can, why you believe this is an error. If you need more information, describe the item you are not sure about.

Your Rights and Our Responsibilities After We Receive Your Written Notice:

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question. We can continue to bill you for the amount you question, and we can apply any unpaid amount against your designated checking account available balance. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay other charges that are not in question.

If our explanation does not satisfy you and you write us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we report you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your statement was correct.

Special Rule for Debit Card Purchase:

If you have a problem with the quality of property or services that you purchase with a Debit Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.