

## SAVINGS ACCOUNT DISCLOSURE

*This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer.*

### SAVINGS ACCOUNT TYPES

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#### **FIRST SAVINGS**

**Rate Information:** This account is a tiered interest bearing account. A disclosure with the current interest rate and annual percentage yield for this account was provided to you at account opening. The interest rate and annual percentage yield are available online at [www.firstcountybank.com](http://www.firstcountybank.com). The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly. Interest will be credited to the account monthly. If you close the account before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the available principal balance in the account each day. This is a tiered interest bearing account. A disclosure that lists the minimum balances required to obtain the APY for each tier has been provided to you. The interest rate and annual percentage yield for each tier is available online at [www.firstcountybank.com](http://www.firstcountybank.com). The minimum opening deposit is \$1.00.

**Limitations:** There are limits on the number of transfers or withdrawals we may process on certain deposit accounts. No more than six (6) transfers or withdrawals that are preauthorized, automatic, online, telephonic or by any means other than those made in person, may be made from certain savings accounts or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your transaction account. Payments from money market accounts may be made by check, draft, debit card or similar order to third parties. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

**Account Fees:** A \$4.00 monthly maintenance service charge will apply when the balance drops below the \$200.00 minimum daily balance unless you are enrolled in direct deposit. We use the daily balance method to determine the balance in the account for minimum balance requirement purposes. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

Consumer Schedule of Charges available online at [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures)

#### **FIRSTPRIZE SAVINGS**

**Rate Information:** This account is a tiered interest bearing account. A disclosure with the current interest rate and annual percentage yield for this account was provided to you at account opening. The interest rate and annual percentage yield are available online at [www.firstcountybank.com](http://www.firstcountybank.com). The interest rate and annual percentage yield may change at any time. At our discretion, we may change the interest rate on the account. Interest begins to accrue no later than the business day the deposit of noncash items (for example, checks) become available in accordance with our Funds Availability Policy (see below). Interest will be compounded monthly. Interest will be credited to the account monthly. If you close the account before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the available principal balance in the account each day. This is a tiered interest bearing account. A disclosure that lists the minimum balances required to obtain the APY for each tier has been provided to you. The interest rate and annual percentage yield for each tier is available online at [www.firstcountybank.com](http://www.firstcountybank.com). The minimum opening deposit is \$1.00.

**Limitations:** You must be 18 years of age to open this account. There are limits on the number of transfers or withdrawals we may process on certain deposit accounts. No more than six (6) transfers or withdrawals that are preauthorized, automatic, online, telephonic, or by any means other than those made in person, may be made from certain savings accounts or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your transaction account. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply. See the **FirstPrize Savings Account Raffle Savings Program Official Rules Disclosure** for details regarding the FirstPrize Savings Account Raffle Savings Program terms and conditions.

**Account Fees:** There is no minimum monthly maintenance service charge applicable to this account. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

Consumer Schedule of Charges available online at [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures)

## ❑ **FIRSTMATUREDCD SAVINGS**

**Rate Information:** This account is an interest bearing account. A disclosure with the current interest rate and annual percentage yield for this account was provided to you at account opening. The interest rate and annual percentage yield are available online at [www.firstcountybank.com](http://www.firstcountybank.com). The interest rate and annual percentage yield may change at any time at our discretion. Interest begins to accrue no later than the business day the deposit of noncash items (for example, checks) become available in accordance with our Funds Availability Policy (see below). Interest will be compounded monthly. Interest will be credited to the account monthly. If you close the account before interest is credited, you will not receive the accrued interest.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the available principal balance in the account each day. You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield. The minimum opening deposit is \$1.00.

**Limitations:** This FIRSTMATUREDCD SAVINGS account may only be opened with funds sourced from a matured Certificate of Deposit ("CD") that is held at First County Bank on the date the account is opened. This account may only be opened from the maturity date through the end of the grace period applicable to the existing matured Certificate of Deposit ("CD") account from which funds to be deposited to open this FIRSTMATUREDCD SAVINGS account will be sourced. Deposits of funds from any other sources are prohibited. The ability to make additional deposits to this account is restricted. Additional deposits to this savings account are limited to funds sourced from a matured Certificate of Deposit ("CD") that is held at First County Bank on the date that the additional deposit to this FIRSTMATUREDCD SAVINGS account is made. Additional deposits to this account may only be made from the maturity date through the end of the grace period applicable to the existing matured Certificate of Deposit ("CD") account from which funds to be deposited to this FIRSTMATUREDCD SAVINGS account will be sourced. **Deposits may not otherwise be made to this account.** Electronic deposit channels such as ACH, Wire Transfer, and ATM, may or may not be automatically restricted. The Bank reserves the right within its own discretion and without prior notice to accept or reject deposits made through channels that are not automatically restricted. In the event deposits are accepted, our failure to reject deposits made through restricted channels, or otherwise, does not preclude us from rejecting future deposits. There are limits on the number of transfers or withdrawals we may process on certain deposit accounts. No more than six (6) transfers or withdrawals that are preauthorized, automatic, online, telephonic, or by any means other than those made in person, may be made from certain savings accounts or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your transaction account. Payments from money market accounts may be made by check, draft, debit card or similar order to third parties. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

**Account Fees:** A \$4.00 monthly maintenance service charge will apply when the balance drops below the \$200.00 minimum daily balance. We use the daily balance method to determine the balance in the account for minimum balance requirement purposes. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

Consumer Schedule of Charges available online at [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures)

## ❑ **FIRST TIERED MONEY MARKET**

**Rate Information:** This account is a tiered interest bearing account. A disclosure with the current interest rate and annual percentage yield for this account was provided to you at account opening. The interest rates and annual percentage yields are available online at [www.firstcountybank.com](http://www.firstcountybank.com). The interest rate and annual percentage yield may change at any time. At our discretion, we may change the interest rate on the account. Interest begins to accrue no later than the business day the deposit of noncash items (for example, checks) become available in accordance with our Funds Availability Policy (see below). Interest will be compounded monthly and will be credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the available principal balance in the account each day. This is a tiered interest bearing account. A disclosure that lists the minimum balances required to obtain the APY for each tier has been provided to you. The interest rate and annual percentage yield for each tier is available online at [www.firstcountybank.com](http://www.firstcountybank.com). The minimum opening deposit is \$1.00.

**Limitations:** There are limits on the number of transfers or withdrawals we will process on certain deposit accounts. No more than six (6) transfers or withdrawals that are preauthorized, automatic, online, telephonic, or by any means other than those made in person, may be made from certain savings accounts or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your transaction account. Payments from money market accounts may be made by check, draft, debit card or similar order to third parties. There will be a \$15.00 money market service charge if you exceed three (3) checks in a monthly statement cycle. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

**Account Fees:** A \$10.00 monthly maintenance service charge will apply if the balance in the account drops below the \$2,500.00 minimum daily balance requirement. We use the daily balance method to determine the balance in the account for minimum balance requirement purposes. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

Consumer Schedule of Charges available online at [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures)

## ❑ **HIGH YIELD MONEY MARKET**

**Rate Information:** This account is a tiered interest bearing account. A disclosure with the current interest rate and annual percentage yield for this account was provided to you at account opening. The interest rate and annual percentage yield may change at any time. At our discretion, we may change the interest rate on the account. Interest begins to accrue no later than the business day the deposit of noncash items (for example, checks) become available in accordance with our Funds Availability Policy (see below). Interest will be compounded monthly and will be credited to the account monthly. If you close the account before interest is credited you will not receive the accrued interest.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the available principal balance in the account each day. This is an interest bearing account. A disclosure that lists the minimum balance required to obtain the APY for each tier was provided to you at account opening. The minimum opening deposit is \$1.00.

**Limitations: The account must be opened at a First County Bank branch office location with funds not currently on deposit with First County Bank.** There are limits on the number of transfers or withdrawals we may process on certain deposit accounts. No more than six (6) transfers or withdrawals that are preauthorized, automatic, online, and telephonic or by any means other than those made in person, may be made from certain savings accounts or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your transaction account. Payments from money market accounts may be made by check, draft, debit card or similar order to third parties. There will be a \$15.00 money market service charge if you exceed three (3) checks in a monthly statement cycle. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

**Account Fees:** A \$10.00 monthly maintenance service charge will apply if the balance in the account drops below the \$2,500 minimum daily balance requirement. We use the daily balance method to determine the balance in the account for minimum balance requirement purposes. Refer to the "Consumer Deposit Account Schedule of Charges", "Business Deposit Account Schedule of Charges" or "Electronic Funds Transfer" section of your Account Disclosure for additional charges and/or fees, and limitations that may apply.

Consumer Schedule of Charges available online at [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures)

## **OTHER ACCOUNT FEES**

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### **The following fees apply to all First County Bank depository accounts:**

Insufficient Funds Charge – Paid:	\$36.00	per Item presented*
Insufficient Funds Charge – Returned:	\$36.00	per Item presented*
Overdraft Service Charge:	\$8.00	per Business Day*
Uncollected Funds Charge:	\$5.00	per Item
Nonproprietary or non-Allpoint ATM Fee	\$2.00	per transaction**
Certified Check Fee:	\$10.00	per Item
Stop Payment Fee:	\$30.00	per Order
Returned Deposited Item Charge:	\$15.00	per Item
Returned Deposited Coupon Charge:	\$28.00	per Envelope
Bond Coupon Redemption Charge:	\$2.00	per Envelope
Premature Account Closing:	\$15.00	per Account, Closed within the First 90 Calendar Days
Dormant Account Fee	\$5.00	per Month. Accounts with no customer-initiated activity for at least 12 consecutive rolling months
Check Printing Charge:		Prices may Vary Depending on Style
Foreign ATM Fee:	\$2.00	per transaction **

You may access First County Bank's Consumer Deposit Account Schedule of Charges online at: [www.firstcountybank.com/online-disclosures](http://www.firstcountybank.com/online-disclosures).

\*See "What You Need To Know About Overdrafts And Overdraft Fees" section for descriptions of how each fee is assessed. Fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means. Merchants may present your ACH or check payments more than one time if the merchant's first attempt to collect the check or ACH is returned. You may be assessed a fee each time a merchant presents a check or ACH to the bank to be paid.

\*\*Nonproprietary ATM Fee applies to all withdrawals, balance inquiries, and transfers processed at nonproprietary (non-First County Bank or non-Allpoint) ATMs.

\*\*Foreign ATM fees apply to all withdrawals, balance inquiries, and transfers processed at Foreign (Non-First County Bank or Non-AllPoint) ATMs. First County Bank and ATM operators may charge you multiple fees in a single ATM session.

## **FUNDS AVAILABILITY POLICY DISCLOSURE**

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### **Your Ability to Withdraw Funds at First County Bank.**

Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the funds in cash and we may not use the funds to pay checks that you have written.

### **Determining the Availability of a Deposit.**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day to one of our employees while we are open, we will consider

that day to be the day of your deposit. If you make a deposit on a day that is not a business day while we are open (for example, Saturday), we will consider that the deposit was made on the next business day we are open. If you make a deposit after closing or on a day while we are not open, we will consider that the deposit was made on the next business day we are open. If you make a deposit to a "proprietary ATM" (an ATM owned by the Bank that accepts deposits and located at a Bank branch) before 12:00 p.m., on a business day while we are open, we will consider that day to be the day of your deposit. If you make a deposit to a "proprietary ATM" after 12:00 p.m. or while we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

#### **Same-Day Availability.**

Funds from the following deposits will be available on the day we receive the deposit.

- Electronic direct deposits
- Cash deposits made in person to one of our employees
- Wire transfers
- Checks drawn on FIRST COUNTY BANK if you make the deposit in person to one of our employees. (Exception: Next day availability in the case of a transaction involving multiple checks within a deposit.)

#### **Next-Day Availability.**

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Checks drawn on FIRST COUNTY BANK

If you make the deposit in person to one of our employees:

- State and local government check that are payable to you
- Cashier, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders, if these items are payable to you

#### **Availability of Other Check Deposits.**

The Bank policy is to make deposited funds available based upon local check availability as follows:

*Checks deposited in person to one of our employees or at a proprietary ATM.*

The first \$225 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a local check of \$700 on Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

*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 \$5,525 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 seventh 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. We will notify you if we hold funds on any of your accounts to the extent required by applicable federal and/or Connecticut state law.

#### **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 transfer, and the first \$5,525 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 \$5,525 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Checks drawn on FIRST COUNTY BANK receive same-day availability (Exception: Next day availability in the case of a transaction involving multiple checks within a deposit). Funds from all other check deposits will be available on the seventh business day after the day of your deposit. If a customer requires information on the availability of deposited funds they should contact a First County Bank Representative.

## **WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES**

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An overdraft occurs, and you are charged an overdraft fee, when your available balance and pending deposits (your Daily Collected Balance for Checks, ACHs, and Bill Pay or your Available Balance for Debit Card and ATM transactions) are not enough to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account or a cash reserve (application approval required), which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

**What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions using your checking account number
- Automatic bill payments
- Recurring debit card transactions.

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined or returned, however you will be assessed an "Insufficient Funds Charge – Returned" fee of \$36.00 (except for everyday debit card and ATM transactions; these transactions will be declined without any corresponding fee).

**What fees will I be charged if First County Bank pays my overdraft?**

Under our standard overdraft practice:

- We will charge you a fee of **\$36.00 per item processed** each time we pay an overdraft. It is possible that more than one overdraft fee may be charged against an account per business day, depending on the number of checks presented on, and other withdrawals made from the account.
- Each time the Bank does not authorize and pay an overdraft, your transaction will be declined and you will be assessed an "Insufficient Funds Charge – Returned" fee of **\$36.00 per item processed** (except for everyday debit card and ATM transactions; these transactions will be declined without any corresponding fee).
- In addition, if your account has a negative value in any amount for its end of day Daily Collected Balance for five (5) or more consecutive calendar days, an **\$8.00** "Overdraft Service Charge" charge will also be applied to your account on each business day (Monday through Friday, excluding Bank holidays) until your account has a positive end of day Daily Collected Balance available.

**What happens if my "Monthly Maintenance Service Charge" causes my account to have a negative value for its end of day Daily Collected Balance?**

- The assessment of the "Monthly Maintenance Service Charge" could cause your account to have a negative value for its end of day Daily Collected Balance. For example, if your account has a \$5.00 available balance when the "Monthly Maintenance Service Charge" is assessed, this will cause your account to have a negative value for its end of day Daily Collected Balance.
- If your account has a negative value for its end of day Daily Collected Balance for five (5) or more consecutive calendar days, an \$8.00 "Overdraft Service Charge" will be applied to your account on each business day (Monday through Friday, excluding Bank holidays) until your account has a positive end of day Daily Collected Balance available.

**What happens if my account has a negative value for its end of day Daily Collected Balance?**

- If your account has a negative value for its end of day Daily Collected Balance for five (5) or more consecutive calendar days, an \$8.00 "Overdraft Service Charge" will be applied to your account on each business day (Monday through Friday, excluding Bank holidays) until your account has a positive end of day Daily Collected Balance available.
- Your account may also be forwarded to our collections department who will contact you to ensure you are aware that your account has a negative value for its end of day Daily Collected Balance and to discuss ways you can bring the account to positive status.
- We may also transfer funds from your other accounts at the Bank to cover an overdraft or address an account that has a negative value for its end of day Daily Collected Balance.
- Finally, if your account has a negative value for its end of day Daily Collected Balance and is not restored to a positive value for its end of day Daily Collected Balance within 45 calendar days from the date when the account originally had a negative value for its end of day Daily Collected Balance, the account will be closed and you may be reported to a national clearing house of check writing information. This may impair your ability to open a checking account elsewhere.

**What if I want First County Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, at our discretion, complete an opt-in/opt-out form on your online home banking, at any First County Bank branch, or call our CustomerFirst contact center at (203) 462-4400.

**What if I do not want First County Bank to authorize and pay overdrafts on my account?**

- If you do not want us to authorize and pay any overdraft transactions, complete an opt-in/opt-out form on your online home banking, at any First County Bank branch, or call our CustomerFirst Contact Center at (203) 462-4400.

**Here are some of the ways that we help reduce the overall cost of overdrafts:**

- We limit the number of overdraft fees to 4 per business day.
- We will not charge you an Insufficient Funds Charge if you are overdrawn by \$5.00 or less. This does not apply to the \$8.00 "Overdraft Service Charge". We will charge you the "Overdraft Service Charge" regardless of the amount you are overdrawn.
- We provide other optional overdraft protection plans to cover overdrafts that may prove to be less expensive for you, such as a personal line of credit for qualified customers or automatic account transfers when you have a linked savings account. Some restrictions and fees may apply. Please speak to a First County Bank representative for details.

**Additional Overdraft Information:**

Transactions are processed in sequential ascending low to high order with the exception of ATM, debit card PIN transactions, teller, and account transfers, which are processed in real time. The order in which transactions are received by the Bank and processed affect the total amount of overdraft fees you may incur. We typically do not pay overdrafts if your account is not in good standing or you are not making regular deposits. The honoring of one or more overdrafts does not obligate the Bank to honor other overdrafts.

If you make deposits of government benefits to your account, whether by check or direct deposit, you understand and agree that once the funds are deposited they will be treated the same as any other funds in your account. This means that the funds may be applied to the payment of overdrafts and bank fees, including, but not limited to, NSF and overdraft fees, and may be applied by setoff or security agreement to any indebtedness due to us arising out of the account.

Your account balance that is available for withdrawal may not reflect pending transactions and transactions that you have authorized to be paid that have not yet been processed by the Bank. You must consider any pending and/or authorized transactions that have not yet been processed by the Bank in determining your account balance available for withdrawal or you will risk overdrawing your account.

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**CONSUMER ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

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This Agreement and Disclosure is made in compliance with federal law regulating consumer electronic funds transfer (EFT) services. Consumer electronic funds transfers are electronically initiated transfers of money involving a consumer deposit account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the consumer electronic funds transfers.

In this Agreement, the words "you" and "your" mean those individuals who sign as applicants for EFT Services or any authorized user(s) of the applicable EFT Services.

The words "we", "us" and "our" mean First County Bank.

**"Account"** means any account held at First County Bank primarily for personal, family, or household purposes from or to which we allow EFTs.

**"Card"** means your consumer First County Bank ATM card or Debit MasterCard® card.

**"PIN"** means the personal identification number issued to you to identify yourself when making a consumer card-based transaction (such as an ATM, or POS terminal) or when making a telephone transfer using our audio response services. These two PINs may not be the same.

**"Point of Sale" or "POS"** terminal refers to an electronic terminal where you can use your consumer Card and PIN to pay for goods and services by debiting an account.

**"Available Funds"** means the money in your consumer Account, which can be withdrawn or transferred together with any credit you may have available to you under your Overdraft Line of Credit. Available Funds may be less than the entire balance in your Account if, for example, we have placed a "hold" against certain funds in your Account for a certain number of days to allow reasonable time for checks deposited to or cashed against your Account, to clear.

**"Consumer"** means a natural person.

**CONSUMER ATM SERVICES**

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**Types of Transfers:** You may use your Card and PIN to initiate transactions at ATMs of ours, ATMs within the networks identified on your Card and such other facilities as we may designate from time to time. At present you may use your Card and PIN to do the following through our ATMs (some of these services may not be available at all ATMs):

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking account and savings accounts.
- Obtain balance information on your deposit accounts.
- Make payments on loans you have with us from your deposit accounts.
- If you have an overdraft line of credit, you can, by overdrawing your checking account obtain a loan advance from the credit available under the overdraft line of credit.

The number and amount of cash withdrawals and other ATM transaction services per day and over aggregated periods are limited.

**Other Services Available with your Card and PIN.** You can pay for purchases by accessing your checking account at merchants that have agreed to accept the Card and PIN. If your Card accesses only your savings account, you may access your savings account at a POS terminal. The amount and frequency of purchases you can make each day using your Card and PIN in our point of sale transfer service are limited. At the time of the purchase you may also be able to withdraw cash, subject to funds availability as well as amount and frequency limits.



**Debit MasterCard®.** In addition to terminal transfers, if your card is a Debit MasterCard® card, you can use your Card without your PIN to access your checking [savings] account to pay for purchases at merchants displaying the MasterCard® symbol. Such transactions are called Debit MasterCard® card purchases. The frequency and amount of these purchases are subject to daily and aggregate limits and to the sufficiency of Available Funds in your account. The merchant's own policy on refunds and returns governs your rights relating to refunds and returned merchandise. You must resolve issues of this type directly with the merchant.

Some of these services may not be available at all ATMs or POS terminals. We are a member of [MasterCard®] ["CIRRUS"], ["NYCE"] and ["AllPoint"] ATM networks and all of the transactions described above may not be available at all ATMs or POS terminals where you can use your Card and different limitations on withdrawals, deposits and other transfers may apply.

You agree that we are not responsible if we dishonor other Point of Sale, ATM, check or any other transactions drawn on your Account based on a Debit MasterCard® card purchase.

**International Debit MasterCard® Transactions.** For Debit MasterCard® card international transactions a currency conversion assessment will be applied to the U.S. Dollar amount of the transaction. The charge applies to any ATM transaction, pin-based Debit MasterCard®, or signature-based Debit MasterCard® transaction made in foreign currency or where the country code of the merchant does not equal the country code of the account range. The currency conversion assessment applies to any transaction conducted using a credit or debit Cirrus®, Maestro®, or MasterCard card. The currency conversion assessment is calculated by utilizing an exchange rate that is equal to either the (i) wholesale market rate or (ii) the government-mandated rate where applicable, in effect on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions for processing are delayed, the currency conversion rate may be the rate for the applicable currency on the date that the transaction is processed (the Central Site Business Date). The exchange conversion amount is then increased by 1.10% of the U.S. Dollar value of the transaction. A "Cross Border Assessment ICA Fee" represents .90% of the 1.10% currency conversion assessment. A "Currency Conversion Assessment CCA Fee" represents .20% of the 1.10% of the currency conversion assessment. Your transaction may also be subject to a separate "Int'l Services Assessment (ELN)".

The fee may be applied to any transaction that utilizes the Global Payment System. This charge represents 1.00% of the U.S. Dollar value of the transaction.

**Fees and Charges for All ATM Transactions:**

- There is no charge for ATM withdrawals, balance inquiries, and transfers at machines owned by First County Bank (proprietary ATMs) or ATMs that are part of the AllPoint Network.
- ATM withdrawals, balance inquiries, and transfers made at machines not owned by First County Bank (nonproprietary ATMs) or ATMs that are not part of the AllPoint Network are charged a \$2.00 per transaction fee. In addition, you may be charged a fee by the ATM operator or network used and you may be charged a fee for a balance inquiry even if you do not complete a withdrawal or funds transfer. If you complete both a balance inquiry and withdrawal, it is possible the ATM operator could charge you two fees. First County Bank and ATM operators may charge you multiple fees in a single ATM transaction.

Transactions originating on U.S. military bases and at U.S. embassies and consulates overseas will not be assessed international MasterCard® fees. In addition, international Debit MasterCard® commerce transactions and single currency (same currency different country) transactions acquired in U.S. territories are exempt from (MasterCard® Cross Border Assessment and Currency Conversion Assessment) fees.

Refer to account disclosures for further information

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**CONSUMER TELEPHONE ACCESS**

**Types of Audio Response Services:** You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your Account number in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts.
- Give you tax information on interest earned or paid on your accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.

**Limitations on Frequency and Amount:**

- There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day. Withdrawal of funds cannot exceed the available balance in your Account.

**Other Limitations.** Transfers from savings accounts and money market accounts are limited. During any statement cycle (or similar period), you may not make more than six withdrawals or transfers to another bank account of yours or to a third party by means of a pre-authorized, automatic transfer, internet banking or telephonic order or instruction, whether initiated by check, draft, debit or ATM card, if applicable, or similar order to a third party.

**Fees and Charges for Audio Response Transactions:**

- We do not charge for any Audio Response Transactions.

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your, Card PIN, or Audio Response PIN 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 tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can establish that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us

at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can establish 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. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write to us at the telephone number or address set forth below.

**Special Rule for Debit MasterCard® Purchases:** For Debit MasterCard® card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply, up to \$500.00.

**Business Days.** For the purpose of these electronic funds transfer disclosures; our regular business days are Monday through Friday. Holidays are not included.

## DOCUMENTATION

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**Periodic Statement:** You will receive a monthly Account statement. If there are no transactions in a particular month, we reserve the right to produce a statement quarterly. If you have a passbook account, you may bring your passbook to First County Bank and we will record any transactions posted to your account since the last time you brought in your passbook.

**Terminal Receipt.** You can get a terminal receipt at the time you make a transaction through an ATM or POS terminal or conduct a Debit MasterCard® card purchase. This record will show certain information such as the amount of your transaction, the type of transaction, and the date of the transaction.

**Direct Deposit.** If you have arranged to have direct deposits made to your Account, you can call us at (203) 462-4400 to find out whether or not the deposit has been made.

**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 instances:

- 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 ATM 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 problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other reasons under Federal or State law why we will not be liable.

**In Case of Errors or Questions About Your Electronic Transfer.** Telephone us at (203) 462-4400, or write us at P.O. Box 1415, Stamford, CT 06904-1415 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 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 ten (10) business days after we hear from you and will correct any error promptly. (We may extend this period to twenty (20) business days if the error occurred within thirty (30) days of the first deposit to your Account.) If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. (If the complaint or question concerned a transaction that was initiated in a foreign country, was initiated at a Point of Sale terminal, or occurred within thirty (30) days of the first deposit to your Account, we may take up to ninety (90) days to complete our investigation.) 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 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 re-credit your Account.

We will tell you the results within three (3) business days of completing the 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.

**Confidentiality.** We will disclose information to third parties about your Account or the transfers you make:

- As strictly necessary to effect, administer and/or enforce transactions that you have requested or authorized or to service and/or process financial products or services that you may have requested or authorized, including to verify existence and condition of your Account upon the request of a credit bureau or merchant.
- As further permitted by law, including complying with governmental agency or court orders or if you specifically give us your consent.

**Personal Identification Number (PIN).** The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the Card. You are responsible for safekeeping your PIN(s).

You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your Accounts.

**Notices.** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records or, if we have agreed on this method, we provide it to you electronically. 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.

**Enforcement.** Subject to the Arbitration Agreement in your Deposit Agreement, 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.

**Termination of ATM, POS and Audio Response Services.** You agree that we may terminate this Agreement and your use of the Card or Audio Response services, if:

- You or any authorized user of your Card, Card PIN or Audio Response PIN breach this or any other agreement with us.
- We have reason to believe that there has been an unauthorized use of your Card, Card PIN or Audio Response PIN.
- We notify you or any other party to your Account that we have cancelled or will cancel this Agreement. You or any other party to your Account can terminate this Agreement by notifying us in writing.

Termination of services 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.

#### CONSUMER PREAUTHORIZED ELECTRONIC FUND TRANSFERS

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**Types or Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

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

**Electronic Check Conversion.** You may authorize or consent to have a merchant, other business or payee use your checks, to create a one-time electronic payment from your Account

**Fees and Charges:**

- We do not charge for any preauthorized EFTs.

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your Account(s), you can stop any of these payments. Here is how: Call us or write us at the telephone number or address set forth above, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after your call. If we require you to put your request in writing and send it to us within fourteen (14) days and you do not do so, then your oral stop payment order will cease fourteen (14) days after it has been made and we may make the payment if the person or organization demands it. We will charge you \$30.00 for each stop payment order you give.

**Note:** If you want to stop these preauthorized payments permanently, you must notify the person or organization you have told us to pay. A stop request, which we receive, will only stop the particular payment to which it applies. If you instruct us to stop these payments permanently we will do so, but we may require you to send us a copy of your notice to the person or organization you told us to pay.

**MasterCard® Automatic Billing Updater:** Your debit card is enabled with the Automatic Billing Updater feature. If you provided your Debit MasterCard® account number for a preauthorized transfer MasterCard's Automatic Billing Updater is a service that participating merchants and service providers can use to retrieve cardholder account changes or updates, like new debit card numbers or card expiration dates. This helps promote as little disruption as possible for your *account-on-file transactions* and *automated payments*. Account-on-file transactions are payments processed using a card number you have stored with a merchant or service provider. Automated payments are recurring payments you set up with a merchant or service provider. Automatic Billing Updater is only available to participating merchants, and the merchant chooses the frequency at which it checks for updated payment information. Even if the merchant or service provider participates in Automatic Billing Updater, when your card information changes, to avoid late payments, you must check with your merchant or service provider to ensure your card information is updated.

**Notice of Varying Amounts.** If these regular payments vary in amount the person you are going to pay will tell you ten (10) 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 would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

**Liability for Failure to Stop Payment of Preauthorized Transfers.** 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 losses or damages.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require us to increase our required reserve on the Account.

**Non-Enforcement of our Rights.** We can choose not to enforce or to delay in enforcing any of our rights under this Agreement without losing them in the future.

**Amendments.** We can change these rules, including, for example, adding or increasing fees. We will give you notice of these changes as required by law.

**Provisional Payment Disclosure.** Credit given by us to you with respect to an automated clearinghouse credit entry is provisional until we received final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**Notice Disclosure.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payment in the periodic statements we provide to you.

**Notice of Law Disclosure.** We may accept on your behalf payments to your Account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your right and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Connecticut as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account.

**Overdrafts.** We may pay overdrafts on a discretionary basis for pre-authorized electronic fund transfers unless you opt out of such service. We do not pay overdrafts for ATM or everyday debit card purchases unless you authorize us to do so by opting in to have such service. If you do not have sufficient funds in your account to pay for a transaction and an overdraft occurs and we pay an overdraft, you will be charged a fee of \$36.00 per item presented, unless your account is overdrawn for less than \$5.00. Other limitations and fees may apply. Please see your Account Disclosures and Fee Schedule and "What You Need to Know about Overdrafts" for more information.



## *FirstPrize Savings Account Raffle Savings Program* Official Rules Disclosure

- How to Enter:** Participation in the FirstPrize Savings Account Raffle Savings Program ("Program") will be available until terminated at any time by First County Bank, (referred to hereafter as "the Bank").

**Drawing Period:** The Drawing Period is each period of time during which entries may be earned and may be eligible to be randomly selected to win a prize. The initial Drawing Period is October 3, 2016, through November 30, 2016. Thereafter there are to be four quarterly Drawing Periods during the calendar year: September 1<sup>st</sup> through November 30<sup>th</sup>; December 1<sup>st</sup> through February 28<sup>th</sup> (29<sup>th</sup> in a leap year); March 1<sup>st</sup> through May 31<sup>st</sup>; and June 1<sup>st</sup> through August 31<sup>st</sup>. The Drawing Period includes any state or federal legal holidays, official bank holidays and any other days when the Bank may not be opened for business. The actual number of days during which eligible entries may be earned during each Drawing Period may vary at the sole discretion of the Bank.

**Drawing Date:** The Drawing Date is the date upon which the winning eligible entry will be randomly selected from among the total number of eligible entries earned during the Drawing Period. The Drawing Date will occur within seven (7) business days (excludes Saturday, Sunday and official Bank holidays) of the last day of the Drawing Period.

**Prize Award Date:** The Prize Award date is the date upon which the prize will be awarded to the eligible winner of the drawing. The Prize Award date will occur no later than 30 calendar days (excluding official Bank holidays) after the Drawing Date.

**Automatic Entries:** An eligible FirstPrize Savings customer automatically received eligible entries based upon the following:

**Quarterly Prize Drawings:** One (1) entry for each deposit of at least \$25.00 to a FirstPrize Savings account for the primary account owner (a Qualifying Deposit). Qualifying deposit amounts are not rounded up or down for purposes of calculating entries. Eligible entries are limited to ten (10) per month (between the first day and last day of each calendar month) per account and a maximum of thirty (30) eligible entries may be earned per Drawing Period. Eligible entries will reset to zero at the end of each Drawing Period and will not rollover or be counted in subsequent Drawing Periods.

For the purpose of determining the date upon which a Qualifying Deposit is made (and an automatic entry earned) deposits made after deposit cut off times may be considered to have been made on the next effective posting date. See your Savings Account Disclosure for details regarding Funds Availability.

To be eligible for the quarterly prize drawing the FirstPrize Savings account must be opened, active and in good standing through the Prize Award Date.

**Qualifying Savings Account:** Only holders of FirstPrize Savings accounts may qualify to participate. A participating account holder is limited to one (1) FirstPrize Savings Account, (i.e., one account per primary tax identification number). There is a minimum opening deposit of \$1.00. Participants may deposit unlimited funds in the account and there is no restriction on the number of deposits, however, withdrawal restrictions, prize entries and eligibility are limited as set forth in these rules. The account is available only to consumers who are 18 years of age or older. Persons under the age of 18 may not be primary or joint account holders and any such account will not be eligible to earn entries.

**Transaction Limitations:** There are limits on the number of transfers or withdrawals we will process on certain deposit accounts. No more than six (6) transfers or withdrawals that are preauthorized, automatic, online, telephonic or by any means other than those made in person, may be made from certain savings accounts or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your transaction account. Excess withdrawals may result in the account holder's forfeiture of any and all eligible entries.

2. **Prize Eligibility:** Corporations, limited liability companies, partnerships, associations, sole proprietorships, trust accounts, business and labor organizations, other public or private entities, officers, directors, incorporators, and employees of First County Bank as well as its vendors and related interests, including joint or co-account holders, are not eligible to receive any prize in any drawing. Household members of First County Bank employees, incorporators, and/or Board Members are not eligible to receive any prize in any drawing. All participants must be at least eighteen (18) years of age and hold a FirstPrize Savings account in good standing on the Prize Award Date. The FirstPrize Savings account must be opened and active through the Prize Award Date. A participant is eligible to win more than one (1) prize per year. If the qualifying account is owned by more than one (1) person, only the primary account holder is entitled to win the prize. Before receiving any prize, a participant must confirm eligibility by verifying identity and age. If an accountholder is or becomes ineligible for the Program, such person will continue to be the account holder but deposits to the account will not constitute entries.
3. **Prize Award:** Each prize will be awarded by depositing the prize to the eligible accountholder's FirstPrize Savings account by the Prize Award Date. Prizes are non-transferrable. Prizes credited to the FirstPrize Savings Account **do not** qualify as a Qualifying Deposit that may earn an entry. Winners will be notified via telephone, e-mail or by US Postal Service mail at the contact information on record with the Bank on the Drawing Date. Program participants may learn of winners and prizes through promotional materials that may include the Bank's website, social media and print announcements. The name of the winners and prize amounts will also be provided to participants upon request. Selected winners will have at least 21 days (including weekends and holidays) from the date the Bank provides notice to come forward and claim the prize. In order to claim a prize, selected winners agree to provide assurances to the Bank, as may be requested, of any information that relates to eligibility to win and to provide any additional information that may be required by the Bank for the purpose of complying with any local, state and/or federal law and/or regulation. If a winner fails to come forward or claim their prize in accordance these requirements within 21 calendar days of the date that notice is provided the winner will be deemed ineligible, the prize will be forfeited, and another eligible entry will be randomly selected. Prize winnings will be reported as income on an IRS 1099 form. If the account is owned by more than one (1) account holder report will be made for only the account holder under whose Taxpayer Identification Number (TIN) earnings on the account are reported to the Internal Revenue Service. Prize amounts are subject to change without notice. Current prize amounts are:

*Prize Drawings:*

Each Drawing Period, one (1) winning entry will be randomly selected to receive a one thousand dollar (\$1,000) cash prize in the form of a deposit to their FirstPrize Savings account.

4. **Odds:** Actual odds of winning are based upon the number of eligible entries received within the Drawing Period. Each eligible entry shall have a chance of winning the prize that is equal to that of all other entries in the Program during a given Draw Period.
5. **Decisions:** By opening a FirstPrize Savings Account and entering into the Program, entrants agree to abide by and be bound by these Official Rules and to accept the decisions of First County Bank as final. Entrants also agree to hold First County Bank and each of its officers, directors, employees, representatives, and agents harmless from any and all liability arising from participation, or the acceptance of a prize. None of First County Bank's officers, directors, employees, representatives, and agents are responsible for any negligence, claims, liability, injury, property loss, or other damages of entrants and/or winners arising from, or in connection with, acceptance of prizes awarded or participation in this Program. First County Bank reserves the right to disqualify entrants who fail to abide by these Official Rules or who make any misrepresentation relative to the Program and prize redemption.
6. **Publicity:** Each winner agrees to permit First County Bank to use his/her name and likeness (including photograph) in promotional and other materials, without additional compensation or permission, except where prohibited by law. Each winner also agrees that his/her name and prize amount will be given to other participants upon request. If the winner declines to permit their name and likeness to be so utilized the prize will be forfeited and another eligible entry will be randomly selected. Promotional materials may include but are not limited to the Bank's website, social media and print announcements.
7. **Compliance with Law:** All issues and questions concerning the construction, validity interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and First County Bank in connection with the Program, shall be governed by, and construed in accordance with, the substantive laws of the state of Connecticut, without regard to its choice of law principles. This Program is void where and to the extent that it is prohibited by law.
8. **Taxes:** Winner is solely responsible for reporting and paying all applicable federal, state and local taxes and any expenses associated with the prize, unless otherwise indicated.
9. **Modifications and Termination:** In its sole discretion the Bank may substitute prizes of equivalent value, amend the rules, modify the Program or discontinue or terminate the Program at any time. Notice of any changes that adversely affect the accountholder will be in writing and mailed or delivered 30 calendar days prior to the effective date of the change. Any such

written notice may be delivered by first class mail, be provided on or with a periodic statement and/or may be considered a communication that may be provided electronically in accordance with the accountholder's Online Banking Agreement. Any variation in the number of days in any Drawing Period shall not be deemed to adversely impact accountholders. Written copies of these rules are available during normal business hours at any First County Bank location or at the Bank's website [www.firstcountybank.com](http://www.firstcountybank.com). In the event of a conflict regarding the rules of the Program, the most recent version posted on the Bank's website will be considered the definitive and controlling version.

## CustomerFirst CONTACT CENTER

Live assistance during business hours. For banking questions, online banking inquiries, general information, or to be directed to a First County Bank representative that will meet your needs, just call our CustomerFirst Contact Center Monday through Friday. (excluding holidays) from 8:30 a.m. to 4:30 p.m.

Telephone: (203) 462-4400  
Fax: (203) 462-4413

**24-hour touch tone banking system**

203.462.4300

**Lost/Stolen Debit Cards or ATM Cards**

833.462.0798

**Contact us by mail**

First County Bank  
CustomerFirst Contact Center  
117 Prospect Street  
Stamford CT 06901

**Debit Card or ATM Card Transaction Disputes**

833.462.0798

**Contact by e-mail:**

[customerfirst@firstcountybank.com](mailto:customerfirst@firstcountybank.com)

[www.firstcountybank.com](http://www.firstcountybank.com)



MEMBER  
**FDIC**

Revised: 4/7/2021