

ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT

AmTrust Bank (the “Bank”) currently offers the following electronic banking services:

- Preauthorized deposit/payment service
- Internet Banking
 - Bank By Net® - Allows transfer of funds between your accounts with the Bank and bill paying to third parties from your qualifying Bank Checking Account(s). Allows transfer between your Premium e-Money Market, e-Money Market or e-Savings Accounts and your other accounts with the Bank or your accounts at other financial institutions (up to 6 accounts).
 - Money HQ - Allows transfer of funds between your accounts with the Bank and your accounts with other financial institutions and aggregates information about your financial accounts.
 - See Bank By Net® Agreement and Money HQ Agreement for details.
- Telephone Banking - Allows transfer of funds between your Checking, Money Market Accounts, and Savings Accounts with the Bank.
- ATM Card – Accesses personal Checking, personal and Business Money Market Accounts, and Statement Savings Accounts using an Automated Teller Machine (ATM) with your personal identification number (PIN) and allows PIN-based point of sale (POS) purchases on Checking Accounts only.
- Debit Card - Provides ATM access for personal Checking Accounts with your PIN and allows signature-based purchases and PIN-based point of sale (POS) transactions on Checking Accounts. Provides ATM access for Statement Savings Accounts with your PIN. Not available for any type of Money Market Account.
- Business Debit Card - Provides ATM access for Business Checking Accounts with your PIN and allows signature-based purchases and PIN-based point of sale (POS) transactions on Business Checking Accounts. Not available for any type of Money Market Account.

Unless specifically noted “Card” refers to the “ATM Card”, the “Debit Card”, and the “Business Debit Card” throughout the remainder of this disclosure statement.

ACCOUNT TYPE DEFINITIONS

For the purpose of this statement, Savings Accounts, Checking Accounts, and Money Market Accounts are defined, unless otherwise restricted, as follows:

SAVINGS ACCOUNT DEFINITION – All Savings Accounts.

CHECKING ACCOUNT DEFINITION – All Personal and Business Checking Accounts.

MONEY MARKET ACCOUNT DEFINITION – All Personal and Business Money Market Accounts.

Refer to the Bank’s Guides to Accounts for further information on these accounts.

TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS

Account Access Using Cards. You or someone you have authorized by giving them your Card and/or PIN (even if that person exceeds your authority) may use your Card and/or PIN to:

1. Withdraw cash from your designated Checking, Statement Savings, or personal and Business Money Market Accounts;
2. Make deposits to your designated Checking, Statement Savings, or personal and Business Money Market Accounts;
3. Transfer funds between your designated Checking, Statement Savings, or personal and Business Money Market Accounts;
4. Pay for purchases by Debit Card or Business Debit Card at places (merchants or financial institutions) where Visa Debit Cards are accepted (Checking Accounts only).
5. Pay for purchases at places (merchants or financial institutions) where PIN-based Point of Sale (POS) transactions are accepted (Checking Accounts only).

Some of these services may not be available at all terminals at all times. (See Bank By Net®/Debit Card provisions below). A Debit Card is not available to for use with any Money Market Account. ATM cards are not available, unless grandfathered, for any IOLTA/IOTA Accounts, Gold Money Market Accounts, Business Gold Money Market Accounts, Titanium Savings Accounts, and for accounts opened through AmTrustDirect.com.

Limitations On Use of Cards and Dollar Amount of Transfers. All transfers are limited to available funds in your account (and your Overdraft Protection Line of Credit, if any) and to the applicable limits on transfers stated herein.

During any interruption of an electronic funds transfer the dollar amount and frequency of transactions may be reduced or denied. All deposits made through an ATM are accepted conditionally, subject to verification of the contents of the deposit envelopes.

1. Using your ATM Card and subject to having sufficient funds in your account, you may make withdrawals up to an aggregate total limit for Checking accounts of \$500.00 per day for ATM and POS transactions, and for Money Market and Statement Savings accounts an aggregate total limit of \$500.00 per day for ATM transactions.
2. Using your Debit Card at an ATM you may make withdrawals up to an aggregate total limit for both Checking and Statement Savings accounts of \$500.00 per day. Using your Debit Card for point of sale transactions, you may make up to \$2,500.00 (\$5,000.00 for business accounts) in purchases per day.
3. Using your Debit Card, you may make up to an aggregate of 20 ATM or POS transactions per day.
4. For security reasons, there are other limits on the number of transfers you can make using our terminals and POS transfer service.

For purposes of the limitations on your ATM Card or your Debit Card, a “day” means a calendar day that starts at midnight and lasts for 24 hours.

Services Available On A Shared Network. The Bank has made an agreement with shared ATM networks and merchant organizations to allow you to use your Card in their ATMs or to purchase goods and services at their POS terminals. The types of goods available vary throughout the network.

Account Access by Telephone. You may transfer funds between any Checking, Savings or Money Market Account which you have with the Bank. See below for limitations which apply.

Bank By Net® Account Access. Bank By Net® services are available only to persons who have a mortgage, home equity line or deposit account relationship with AmTrust Bank and have registered as a Bank By Net® customer. You or someone you have authorized by giving them your password (even if that person exceeds your authority) may transfer funds from or to any Bank By Net® enabled Checking, Money Market, or Savings Account. You may transfer funds to or from accounts opened through AmTrustDirect.com and up to six accounts held in your name at another financial institution located in the United States, subject to the limitations stated herein. There is a limit of \$100,000.00 in the aggregate on such transfers in any one day and the Bank may limit aggregate transfers in each statement cycle. In addition, you may use the Bank's Bank By Net® bill payment service to pay amounts you owe to merchants, utility companies, the Bank and third parties. See below for limitations

Money HQ Account Access. Money HQ services are available only to persons who activate their Bank By Net® services. With Money HQ, you may transfer funds between your accounts with the Bank and your accounts at another financial institution located within the United States that you register on Money HQ, or to the account of another person held at the Bank or at another financial institution located within the United States. Using Money HQ, you can also consolidate, organize and present (i) information from your accounts at the Bank and your accounts with third parties (e.g., banks, credit unions, brokerages, credit card issuers) located within the United States and (ii) billing information from service providers that you designate that offer on-line account information.

Limitations on Telephone Transfers, Bank by Net® Transfers and Dollar Amounts of Transfer. All transfers are limited to available funds in your account (and your Overdraft Protection Line of Credit, if any).

Any interruption of a Telephone or Bank By Net® or Money HQ electronic funds transfer may cause the transaction not to be completed.

If the balance of an interest bearing account is reduced to zero as the result of Telephone, Bank By Net, e-Money Market, Premium e-Money Market, e-Savings, or Money HQ funds transfer, the account will be closed.

Transfers of funds by Telephone, Bank By Net, Money HQ, or to/from accounts opened through AmTrustDirect.com are not permitted from any account held by a guardian, administrator, or executor.

Savings or Money Market Accounts are limited to six withdrawals and transfers per service charge period to another account of the depositor with AmTrust Bank or another financial institution or to a third party by means of preauthorized or automatic transfer, telephonic agreement, written or oral instruction, debit card, check, or similar order. (Home equity or mortgage payments to the Bank are in addition to the six allowable transfers described above). The Bank will impose additional fees and may discontinue access to the Account if these limits are exceeded for Savings Accounts and Money Market Accounts. Limits do not apply to transactions made at any branch provided a Bank document is used.

You may use the Bank By Net® bill payment services to pay for goods and services including payments of amounts owed to the Bank. Your Bank By Net® bill payment services cannot be used with any Money Market Accounts or Savings Accounts. Your Bank By Net® and Money HQ transactions are limited by the available funds in your account. For security reasons there may be limits on the number of bill payments you can make and on the amount of the bill payments, individually and in the aggregate, even if you have sufficient funds in your account.

One-time Checking Electronic Payment. You may also authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills.

WHAT CONSTITUTES A BUSINESS DAY

Every day is a business day except Saturday, Sunday, and federal holidays. A complete list of branch offices and their hours of operation can be found in the separate Branch Locations brochure.

All processing times (as described below) are approximate depending on system availability.

ATM Business Day. If you make a deposit in an ATM before 3:00 PM EASTERN TIME on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit in an ATM after 3:00 PM EASTERN TIME or on weekends or federal holidays, we will consider that the deposit was made on the next business day.

Telephone Banking Business Day. If you initiate an electronic funds transfer by telephone after 8:00 PM EASTERN TIME we will process it as of the next business day.

Bank By Net® Business Day. If you initiate an electronic funds transfer by Bank By Net®, except for a transfer to or from your Premium e-Money Market, e-Money Market or e-Savings Accounts, to another account, on any Saturday, Sunday or federal holiday or after 8:00 PM EASTERN TIME on any business day, we will process it as of the next business day. For purposes of Bank By Net® bill payments, a business day is 24 hours starting at 8:01 PM EASTERN TIME, excluding Saturdays, Sundays, and federal holidays. Transfers to or from an Premium e-Money Market, e-Money Market and e-Savings Accounts will be processed on the same day if made on a business day before 6:00 PM EASTERN TIME. For purposes of Premium e-Money Market, e-Money Market and e-Savings Account transfers, a business day is 24 hours starting at 6:01 PM EASTERN TIME excluding Saturdays, Sundays, and federal holidays.

Money HQ Business Day If you initiate a Money HQ electronic "standard" transfer of funds after 1:00 AM EASTERN TIME or a "next day" transfer of funds after 8:00 PM EASTERN TIME or on any Saturday, Sunday or federal holiday, we will start to process it the next business day. For purposes of Money HQ electronic transfers of funds, a business day is 24 hours starting at 1:01 AM

EASTERN TIME for any “standard” transfer of funds and starting at 8:01 PM EASTERN TIME for any “next day” transfer of funds, excluding Saturdays, Sundays, and federal holidays.

CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS

The Bank does not charge its customers for transactions performed at ATMs owned by the Bank.

If you initiate a transaction using a PIN at an ATM that is not owned or operated by the Bank, a fee may be charged. There may also be a charge for each transaction involving the use of your card for a PIN transaction on any POS network. In addition, there is an international transaction fee for any transaction initiated using your card (i) at an ATM located outside of the United States, (ii) for any purchase made outside of the United States, (iii) to debit your account for any transaction not made in U.S. dollars or, (iv) for any debits to your account by a merchant or service provider located outside of the United States. See the applicable Schedule of Charges for the amount of the fee and any applicable waiver of the fee.

Each month the Bank's fees will be shown on your monthly account statement. The international transaction fee will be debited from your account on the day the corresponding transaction posts to your account. Other fees will be debited, as applicable, from your Checking or Money Market Account on the last day of each statement cycle and from your Savings Account on the last business day of the calendar month.

If you initiate a transaction using your Debit Card or PIN at an ATM that is not operated by the Bank, a fee may be imposed by the ATM operator and a fee may be imposed by the national or regional network which is used to carry out that transaction. These surcharges will be immediately debited from your account and shown on your ATM receipts. You may use your Debit Card everywhere that Visa Debit Cards are accepted.

There is a monthly service fee for the use of the Money HQ service, which covers the first 5 standard transfers in any month to or from your aggregated accounts and/or to the account of another person. Additional standard transfers in any month and next day transfers are available; you will be assessed additional fees at the time of these transactions. See the Schedule of Charges for the amount of the Money HQ service fees.

See the Schedule of Charges for additional fee information.

YOUR RIGHT TO RECEIVE DOCUMENTATION OF TRANSFERS

Terminal Transfers. You have the option of getting a receipt at the time you make any transfer to or from your account using one of our ATM machines or POS terminals.

Preauthorized Credits or Debits. Any preauthorized direct deposits or withdrawals will appear on your periodic statement. If you have authorized a third party to make repetitive credits or debits to your deposit account at least once every 60 days, you may verify the posting of any of these transactions by calling the Bank's Customer Contact Center at the telephone number given herein or at the telephone number on your deposit account periodic statement.

Periodic Statements. If you have a Savings Account (other than Passbook Savings Account), a Savings Account opened through AmTrustDirect.com, a Checking, or a Money Market Account, you will get a statement for each month in which an electronic transfer occurred, (including Bank By Net® bill payments or fund transfers to another account and Money HQ fees and transfers) and in any case, you will get a statement at least quarterly.

Passbook Savings Accounts. If you have a Passbook Savings Account, you will get a statement for each month in which an electronic transfer occurs. If you bring your passbook to any branch office, we will record any deposits or withdrawals that were made electronically to your account since the last time passbook update.

OUR RIGHT TO MAKE CHANGES

We may make changes to this Disclosure Statement and will give you such notice as is required by applicable law.

CONFIDENTIALITY OF CUSTOMER INFORMATION

Our policies with respect to disclosure of information about your account to third persons are set forth in our Customer Privacy Statement, which is provided to each customer upon opening a new account. We also update and mail our Customer Privacy Statement to our customers annually.

CUSTOMER'S LIABILITY FOR UNAUTHORIZED TRANSFERS

Your electronic funds transfer access device will be activated as follows:

- ATM Card - by your use of your PIN.
- Debit Card - by calling the number on your Debit Card to request activation.
- Bank By Net® services (including bill payment) - by activating your password and user ID.
- Money HQ services – by activating your Bank by Net® password and user ID and expressly accepting the Money HQ disclosures and User Agreement.

By applying for an ATM Card, a Debit Card, or Bank By Net® services, or Money HQ services you agree not to disclose your PIN or Bank By Net® password and user ID to anyone; and you will not place your PIN with or write it on your Card or store it on any electronic media (including your own computer).

Tell us AT ONCE if you believe your Card or PIN or Bank by Net® password or user ID has been lost or stolen or intercepted. If you use Bank By Net® or Money HQ, you should also immediately log into Bank By Net® and change your password and user ID. Telephoning is the best way of keeping your possible losses down. However, we have the right to also require a written statement. E-

mail or Bank By Net® or Money HQ on-line inquiries will not be an acceptable form of reporting. If you do not notify us and, if applicable, you do not change your Bank By Net® password and user ID immediately, you could lose all the money in your accounts with the Bank and any accounts with third parties which you register with Money HQ (plus your maximum Overdraft Protection Line of Credit for each such account).

If we determine that you were grossly negligent with regard to your Card, PIN or your Bank By Net® password or user ID, or that you engaged in fraudulent conduct then your liability may be the maximum allowed under applicable federal or state law. If a person is authorized by you to use your PIN, Card, or your Bank By Net® password or user ID, then you are liable for all amounts charged or debited from your Accounts with the Bank or accounts with third parties which you register with Money HQ even if that person exceeds his/her authorized limit, unless you have notified the Bank that transfers by that person are no longer authorized.

Liability for PIN Transactions.

If you tell us within two (2) business days after you learn or have reason to believe that your Card, PIN or Bank By Net® password or user ID has been lost, stolen or intercepted, you can lose no more than \$50.00 if someone used your Card or PIN without your permission for a PIN initiated transaction at an ATM or at the point of sale or for a Money HQ transfer. With respect to Money HQ, this \$50.00 limitation applies to a single unauthorized transfer from your Account(s) with the Bank or to a series of related transfers from your Account(s) with the Bank.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN or the interception of your Bank By Net® password or user ID, and we can prove that we could have stopped someone from using your Card, PIN, Bank By Net® password or user ID without your permission if you had told us, you could lose as much as \$500.00 from your Accounts with the Bank. With respect to Money HQ, this \$500.00 limitation applies to a single unauthorized transfer from your Account(s) with the Bank or to a series of related transfers from your Account(s) with the Bank.

Also, if your statement shows transactions initiated with your PIN at an ATM or at the point of sale that you did not make or any Bank by Net® or Money HQ transaction(s) that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement is mailed to you, you may not get back any money you lost for transactions after the sixty (60) day period if we can prove that we could have stopped someone from taking money if you had told us within such sixty (60) day period. 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 tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days to the address provided in this Disclosure Statement. This may be by letter or other written notice sent by first class United States mail.

Liability for Visa Network Debits From Your Checking Account.

If your Card or PIN is lost, stolen or intercepted, you will have no liability for any subsequent unauthorized or fraudulent non-PIN initiated debits to your Checking Account which are processed on the Visa network. Applies only to transactions processed on the Visa network, does not apply to ATM transactions. However, your use of your Card or PIN constitutes your agreement to promptly notify the Bank if your Card or PIN is lost, stolen or intercepted and to cooperate with the Bank if it requests information about the loss, theft or interception of your Card or PIN.

RIGHT TO STOP PAYMENT OF PREAUTHORIZED DEBITS AND PROCEDURE FOR DOING SO; RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS; FINANCIAL INSTITUTION'S LIABILITY FOR FAILURE TO STOP PAYMENT; AND RIGHT TO STOP PAYMENT AND PROCEDURE FOR DOING SO

If you have told us in advance to make regular payments out of your Checking Account, Money Market Account, or Savings Account (including recurring Bank By Net® bill payments), you can stop any of these payments. To do so you must: (a) call the number or write to the appropriate address shown on the back of this disclosure or (b) for Bank By Net® pre-authorized bill payments, change the payment instructions using your computer. We must receive your notice at least three (3) business days before the payment is scheduled to be debited from your account. E-mail or Bank By Net® on-line inquiries will not be an acceptable form of reporting. Call or write the Bank as soon as you can if you think your account statement from the Bank is wrong or if you need more information about a transfer listed on your statement from the Bank. If you call, we will also require written confirmation from you within fourteen (14) days after you call. There is a charge for each stop payment.

If you use Bank By Net® bill payment service, you may preauthorize payment for bills having multiple payments in the same recurring amount. Bills which vary in amount for each payment cannot be preauthorized on Bank By Net® bill payment service.

If preauthorized payments (other than Bank By Net® bill payments) may vary in dollar amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and for how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain dollar amount from the previous payment or when the amount would fall outside certain dollar limits that you set).

If you order us to stop one of these transfers 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.

If we do not complete a transfer to or from your account on time or fail to transfer 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:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer or your account has been frozen.
- b. If the transfer would cause you to exceed the credit limit on your Overdraft Protection Line of Credit,
- c. If the ATM machine where you are making the transfer does not have enough cash available at the time.
- d. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- e. If the terminal or system is not working properly and you knew that when you started the transfer.

- f. There may be other exceptions stated in our agreement with you.
- g. If a legal order directs us to prohibit withdrawals.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions, call the number or write to the appropriate address shown on the back of this disclosure. E-mail or Bank By Net® on-line inquiries will not be an acceptable form of reporting. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. In your communications with us, provide the following information:

- a. Your name and account number.
- b. Describe the error or transfer you are questioning, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within ten (10) business days to the address provided in this Disclosure Statement. As used in this section, writing means a letter or other written notice sent by first class United States Mail, postage prepaid.

We will complete our investigation of the suspected error in accordance with the following schedule, measured from the date we first hear from you, and inform you of the results promptly after completing the investigation:

- Ten (10) business days for all electronic funds transactions (including Bank By Net® and Money HQ transfers) except those involving “New Accounts” (as defined below). We can extend the time for investigation (i) to ninety (90) days for a Debit Card POS transaction or for a “foreign initiated transaction” (as defined below) or (ii) to forty-five (45) days for all other electronic fund transactions if we need more time to investigate.
- Twenty (20) business days for all electronic fund transfers, including POS, Money HQ and Bank By Net®, or “foreign initiated transactions” (as defined below), to or from your account within thirty (30) days after you made the first deposit to that account (“New Account”), subject to extension to ninety (90) days if we need more time to investigate your complaint or question. An account is not considered a “New Account” if you had another savings, checking or other account with the Bank for at least thirty (30) days.

If we extend the time for investigating your complaint or question, we will provisionally credit your account 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 the investigation. Your account will be provisionally credited within twenty (20) business days for any suspected error involving a New Account, (including Bank By Net® and Money HQ transfers), any PIN based POS transaction or any foreign initiated transaction; ten (10) business days for any suspected error involving any suspected Money HQ error or ATM transaction (except for New Accounts, PIN based POS transactions and foreign initiated transactions); or five (5) business days for any unauthorized non-PIN based purchase transaction. If we do not receive your written complaint or question within ten (10) business days, we may not provide provisional credit to your account. As used in this section, a “foreign initiated transaction” is one that is not initiated within the United States or Puerto Rico or any state, territory, or possession of the United States.

We will tell you the results of our investigation within three (3) Business Days after completing our investigation.

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

TELEPHONE NUMBER AND ADDRESS FOR NOTICE OF UNAUTHORIZED TRANSFER AND STOP PAYMENT OF PRE-AUTHORIZED DEBIT

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, or that a transfer has been made using the information from your check without your permission, call the number, or write to the appropriate address shown on the back of this disclosure. E-mail or Bank By Net® or Money HQ on-line inquiries will not be an acceptable form of reporting.

**Consumer Banking
Customer Contact Center
Toll Free: 1-888-696-4444
For ATM and Debit Card Inquiries
AMTRUST BANK
ATTENTION: ATM Operations
1801 EAST NINTH
CLEVELAND, OH 44114**

**Bank By Net®
website address:
www.amtrust.com**

**Business Banking
Customer Contact Center
Toll Free: 1-877-346-9249
For Telephone Banking
and Bank By Net® Inquiries
(including Bank By Net® Bill Payments
AMTRUST BANK
ATTENTION: Customer Fulfillment
P.O. BOX 94647
CLEVELAND, OH 44101-4647**

Member FDIC