

ELECTRONIC FUNDS TRANSFER (EFT)

By opening, using and/or maintaining a Amerant Bank, N.A. ("Amerant" or "Bank") automated teller machine ("ATM") Card or Check Card, you agree to the terms and conditions of the *Deposit Agreement* and this *Electronic Funds Transfers* disclosure, including the fees and charges listed in the *Schedule of Fees*.

Government regulations require that we provide you with the following disclosures if you have contracted for any of the following electronic banking services:

- An ATM Card or Debit Mastercard® for use at our own, at Publix Presto! ATMs, NYCE®, Cirrus®, Plus/Honor, Pulse, Visanet, American Express and at ACCEL/Exchange Network designated ATMs.
- An ATM Card or Debit Mastercard® for use at point-of-sale (POS) terminals at Publix Presto! ATMs, NYCE®, Cirrus®/Plus/Honor, Pulse, Visanet, American Express and at ACCEL/Exchange Network designated service stations or stores.
- The direct deposit of periodic payments, such as social security, into your checking account and/or savings account as available through the Bank's ATM Card or Debit Mastercard®.
- A pre-authorized payment from your checking account such as an insurance or loan payment.
- A Check Card to pay for purchases at any establishment worldwide that accepts Debit Mastercard®.
- Mobile Banking, including funds transfers between your Amerant accounts.
- Amerant Online Banking service, can be accessed via personal computer or through a wireless device, and offers various services, including but not limited to: bill pay, stop payment, card controls, funds transfers (internal and/or external), etc.

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

The following sets forth your rights and responsibilities concerning EFTs:

DEPOSITOR'S LIABILITY

Tell us AT ONCE if you believe your ATM Card, Debit Mastercard®, PIN or Online Banking password has become lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit.

If you tell us within two business days after you learned of the loss or theft of your card or password, you can lose no more than \$50 if someone used your card, PIN or password without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN or password, and we can prove we could have stopped someone from using your card, PIN or password without your permission if you had told us, you could lose as much as \$500.

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

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

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

Amerant Bank, N.A.,
Operations Dept.
10500 Marks Way
Miramar, FL 33025.

BUSINESS DAYS

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

TRANSFER TYPES

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

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

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

ELECTRONIC CONVERSION

You may authorize a merchant or other payee to make a one- time electronic payment from your checking account using information from your check to:

1. Pay for purchases.
2. Pay bills.

You may use Online Banking or Mobile Banking to:

1. Transfer funds between your checking and/or savings accounts.
2. Pay bills to third parties using Online Banking Bill Payment.
3. Transfer funds from your accounts to third parties at Amerant.
4. Transfer funds from your accounts to your own accounts or third party accounts at other U.S. banks.
5. Transfer funds from your accounts to pay your Amerant and loan account of any type.

6. Originate an external transfer from your account at another U.S. bank to your Amerant accounts and loan accounts.
7. Transfer funds using Zelle® to other users of the network.

PRE-AUTHORIZED TRANSFERS

1. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by contacting us as provided for in the section titled: Telephone Number and Address to Contact US in Event of an Unauthorized Transfer, in time for us to receive your request three business days before the payment is scheduled to be made. If you call we may also require you to put your request in writing within 14 days after you called. You will be charged the Stop Payment fee provided for in the Schedule of Fees for each stop payment order you provide whether in person or online.
2. Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You can choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.
3. Liability for Failure to Stop Payment of Pre-authorized Transfers. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your proven losses or damages. We shall not be liable for any consequential damages.

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 proven losses or damages. Nonetheless, we shall not be liable for any consequential damages. However, there are some exceptions. We will not be liable, for instance:

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

There may be other exceptions stated in our *Deposit Agreement* or any other agreement we have with you.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

1. Where it is necessary for completing transfers;

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

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, as soon as you can, call us at (305) 629-1200, or write to: Amerant Bank, N.A., Operations Dept., 10500 Marks Way Miramar, FL 33025. We must hear from you no later than 60 days after we sent or made available online the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days for foreign or point-of-sale transactions) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or questions in writing and we do not receive it within 10 business days, we may not recredit your account.

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

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

LIMITATIONS

Dollar Limits on Transactions

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

1. Cash Limit

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

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

2. Purchase Limit

The purchase limit is the total amount of goods or services you are authorized to pay for each day from your deposit accounts by using your Debit Mastercard® or ATM Card. Cash back you may receive from purchase transactions counts against your purchase limit. Cash back also includes: (a) purchases of money orders, cashier's checks, or other similar instruments and other things of value, and (b) cash you obtain from a financial institution. Your purchase limit is generally in addition to your cash limit. For security purposes, we may place other restrictions on the purchase limit from time to time.

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

3. Transaction Limit

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

Transfers from your accounts to third party accounts at other U.S. Banks will be limited to the maximum amount up to \$2,000 per transfer and/or per day and the aggregate amount of all transfers may not exceed \$6,000 per calendar month. Limits on dollar amounts and number of transactions per day applicable to transfers using Zelle® will be disclosed in the user interface for Zelle®, or elsewhere within the Online Banking or Mobile Banking.

Limits on dollar amounts and number of transactions per day applicable to transfers using Bill Payment will be disclosed in the user interface for Bill Payment, or elsewhere within the Online Banking or Mobile Banking.

Transfers from your accounts to your own accounts at other U.S. banks will be limited to the maximum amount up to \$5,000 per transfer and/or per day and the aggregate amount of all transfers may not exceed \$25,000 per calendar month, or as may be reported to you via the Online Banking or our Mobile Banking.

SERVICE FEES RELATED TO EFT TRANSACTIONS

Service fees related to ATM, Debit Card, ACH, Bill Payment or any other form of EFT transaction can be found in the Schedule of Fees.

CUSTOMER'S RIGHT TO RECEIVE DOCUMENTATION OF TRANSFER

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

PREAUTHORIZED CREDITS

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (305) 629-1200 to find out whether or not the deposit has been made. You can also contact your local branch or relationship manager.

Periodic Statement

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

Inactivity

The ATM or Check Cards that have been issued by the Bank, and that have not been utilized (active) in twelve (12) consecutive months will be placed in inactive status and subsequently closed without prior notice.

Account Information to Third Parties

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

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