DREAM FIRST BANK

PO BOX 928 11 NORTH MAIN SYRACUSE, KS 67878 October 23, 2023

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

Dream First Checking

- No minimum balance required
- Free Intro pack of checks

Limitations: You must deposit \$50.00 to open this account.

Account Fees: \$3.00 paper statement fee per statement cycle (waived if you sign up for E-Statements.) \$5.00 monthly service charge dormant fee after 24 months of inactivity.

Benefits Checking

Benefits Include:

- Cell phone protection
- CyberScout Identity theft resolution
- Roadside assistance
- \$10,000 accidental death and dismemberment insurance
- Shopping, dining, and travel discounts
- Free Into pack of checks

Limitations: You must deposit \$50.00 to open this account.

Account Fee/s: This account incurs a \$7.95 fee per statement cycle. \$5.00 monthly service charge dormant fee after 24 months of inactivity.

*If closed within 90 days of account opening, this account incurs a \$25.00 early termination fee.

Insurance products are not deposits, not FDIC Insured, not insured by any federal government agency, not guaranteed by the bank. Total coverage splits evenly among all authorized signers as indicated on the account opening signature cards.

Cashback/Cashback w/Saver

You must have direct deposit transaction post to and settle your account in each statement cycle in order to have a Cash Back account at Dream First Bank. In the event that a direct deposit transaction does not post to and settle your account in each statement cycle, we reserve the right to either close your account or convert your account to another type of checking account.

Cash Back Rewards:

When the monthly qualifications are met, you receive 3% cash back on debit card purchases that post to and settle your account during Monthly Qualification Cycle up to \$200 in total debit card purchases during each Monthly Qualification Cycle OR total cash back of \$6 per Monthly Qualification Cycle. Qualifying transactions must post to and settle your account during Monthly Qualification Cycle. Transactions may take one or more banking days from the date the transaction was made to post to and settle your account. The cash back rewards will be credited to your account on the last day of the statement cycle.

In addition, if you have met your qualifications during the Monthly Qualification Cycle, we will reimburse you for ATM fees imposed during the Monthly Qualification Cycle by our institution and other U.S. financial institutions up to \$25.00 per Monthly Qualification Cycle. ATM fees of \$4.99 or less will be reimbursed up to a maximum of \$4.99 per individual transaction. ATM fees of \$5.00 or higher will be reimbursed if the appropriate ATM receipt is presented to a representative at one of our branches. If you believe that you have not been reimbursed the correct amount, please contact us. We must hear from you no later than 30 days after the statement cycle where the reimbursement was applicable. Note: ATM withdrawals do not count as qualifying debit card transactions for purposes of earning rewards within this account. ATM fee reimbursements will be credited to your account on the last day of your statement cycle. If you close your account before the rewards are credited to it, you will not receive the rewards.

Qualifications:

- 1. 15 debit card POS purchases per qualification cycle (purchases must be posted, not pending-- excludes ATM transactions
 2. Log into online banking services at least once per qualification cycle.
- 3. Enroll and receive your statement electronically.

If you meet your qualifications for the qualification cycle, we will refund domestic ATM fees up to \$25.00 per qualification cycle.

Limitations: You must deposit \$50.00 to open this account.

Monthly Qualification Cycle means a period beginning the banking day closest to the 20th of the month through the banking day closest to the next month's 20th of the month. \$5.00 monthly service charge dormant fee after 24 months of inactivity.

<u>Saver</u>

Interest Rate & APY

The interest rate and APY that apply to your Saver account will be determined based on whether you have met the qualification criteria for your Cash Back account.

When the Cash Back qualifications are not met, the interest rate on your Saver account will be 0.05% and the annual percentage yield will be 0.05%.

When the Cash Back qualifications are met, the interest rate on your Saver account and corresponding annual percentage yield will be tiered. If your daily balance is \$10,000.00 or less, the interest rate paid on the entire balance will be 1.0054% with an annual percentage yield of 1.01%. An interest rate of 0.25% will be paid only for that portion of your balance that is greater than \$10,000.00. The annual percentage yield for this tier will range from 1.01% to 0.32%, depending on the balance in the account.

At our discretion, we may change the interest rate on your account.

Interest will be compounded on your Saver account on a monthly basis. Interest will be credited to your account on the last day of the statement cycle. If you close your account before interest is credited, you will not receive the accrued interest. Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Qualifications:

To qualify for preferred rates on your "Saver" account, your Cash Back account must meet the following qualifications during the Monthly Qualification Cycle:

- 1. Have at least 15 debit card purchases post and settle
- 2. Be enrolled in and receive E-statements
- 3. Be enrolled and log in to Online Banking

Enrollment in Online Banking and/or in electronic statements is required to meet certain qualifiers, please contact us for details on how to enroll.

Please note that the debit card transactions MUST post and settle your Cash Back account during the Monthly Qualification Cycle in order to receive the preferred rate on both the Cash Back and the Saver accounts, and to receive ATM fee reimbursements in the Cash Back account. Transactions may not be in a pending state to qualify as one of the qualifications. Transactions may take one or more banking days from the date the transaction was made to post to and settle an account

Monthly Qualification Cycle means a period beginning the banking day closest to the 20th of the month through the banking day closest to the next month's 20th.

Paper Statement Fee: per monthly qualification cycle-\$3.00

\$5.00 monthly service charge dormant fee after 24 months of inactivity.

Platinum Interest Checking

Rate Information: This Account is an interest-bearing account. If the daily balance is more than \$1,499.99, the interest rate paid on the entire balance in the account will be 1.15%. If the daily balance is less than \$1,500.00, the interest rate paid on the entire balance in the account will be 0.15%. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account monthly or if the changes are made in your financial relationship with the institution as shown below.

Limitations: You must deposit \$50.00 to open this account.

Account Fee/s: \$5.00 monthly service charge dormant fee after 24 months of inactivity.

First Gold

MONEY MARKET CHECKING ACCT.

Rate Information: This Account is an interest-bearing account. If the daily balance is more than \$2,499.99, but less than \$25,000.00, the interest rate paid on the entire balance in the account will be 0.05% with an annual percentage yield of 0.05%. If the daily balance is more than \$24,999.99, but less than \$999,999,999.01, the interest rate paid on the entire balance in the account will be 0.10% with an annual percentage yield of 0.10%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account WEEKLY. 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 and will be credited to the account monthly. If the account is closed 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 principal in the account each day. You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$2,500.00 to open this account.

Account Fees: \$7.50 Service charge per statement cycle if balance falls below \$2,500.00.

First Outstanding Student Savings

Outstanding Student Savings Account.

Rate Information: This Account is an interest-bearing account. If the daily balance is more than \$5.00 but less but less than \$999,999.01, the interest rate paid on the entire balance in the account will be 0.05% with an annual percentage yield of 0.05%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account WEEKLY. 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 and will be credited to the account monthly. If the account is closed 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 principal in the account each day. You must maintain a minimum balance of \$5.00 in the account each day to obtain the disclosed annual percentage yield.

Limitations: You must deposit \$5.00 to open this account. There will be 4 withdrawals allowed per month. There will be a \$1.00 charge for any excess withdrawals. Yearly statement.

First Savings

First Savings Account.

------ CDA

Rate Information: This Account is an interest-bearing account. If the daily balance is more than \$100.00 but less but less than \$999,999.01, the interest rate paid on the entire balance in the account will be 0.05% with an annual percentage yield of 0.05%.

The interest rate and annual percentage yield may change based on the student's GPA in the following

manner: GPA	Rate
Under 3.0	Base rate
3.0-3.49	Base rate +.25%
3.5-3.74	Base rate +.50%
3.75-3.99	Base rate +.75%
4.0	Base rate +1.0%

Balance Information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. You must maintain a minimum balance of \$5.00 in the account each day to obtain the disclosed annual

percentage yield.

Limitations: You must deposit \$50.00 to open this account. There will be 4 withdrawals allowed per month. There will be a \$1.00 charge for any excess withdrawals. \$10.00 service charge per statement if balance falls below \$50.00 at any point. Yearly statement.

12 Month CD

Early Withdrawal Penalty:

You have agreed to keep the funds on deposit until the maturity date of your account. A Certificate of Deposit is a "time deposit" as defined by federal regulations, and as such, requires that we must impose a penalty if you withdraw all or part of the Certificate of Deposit prior to maturity date, regardless of the length of time the funds have been on deposit. Except as otherwise provided herein, in the event of any withdrawal of principal prior to the initial or renewed period maturity date, the Account Holder(s) shall forfeit ½ of the interest for the term of the certificate of deposit, whether the interest is earned or unearned. If your account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your account. The penalty described herein will not be imposed for withdrawal of principal following the death or adjudication of incompetence of an account holder(s). Interest credited to the account during any term may be withdrawn at any time during such term without penalty. Interest on the account at the commencement of the Renewal Term may be deemed merged with the principal and only interest of the Renewal Term may be withdrawn at any time without penalty during such term. If the account or any portion thereof is withdrawn not more than 10 days after a maturity date, interest shall be paid thereon at the renewal interest rate to the date of withdrawal without penalty. Minimum Required Penalty: If you withdraw money within six (6) days after the date of deposit, the Minimum Required Penalty is seven (7) days simple interest on the withdrawn funds. If partial early withdrawal(s) are permitted, we are required to impose the Minimum Required Penalty on the amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the Minimum Required Penalty. You pay the early withdrawal penalty by forfeiting part of the accrued interest on the Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from principal amount of your Account. There will be no penalty if this is an IRA or Keogh amount and the Account Holder(s) had obtained the age 59 ½ or is disabled. We must consent to withdrawal if this is an IRA or Keogh account and the request is made within 7 days of establishing the account. The penalty is such case will be all interest earned on the amount withdrawn.

Balance Computation Method: We use the daily balance method to calculate the interest on this account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 for each day in the year.

Indemnity: If you ask us to follow instructions that we believe might expose us to any claims, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Presentation: of the Book-entry Receipt is not required to make any withdrawals. This certificate of Deposit exists only in the form of a bank record ("Book Entry") and is not represented by a certificate on physical form.

Emergen-CD

This Certificate allows for the deposit and withdrawal at funds at any time in the event of an emergency. This Certificate is not subject to fee or penalty for withdrawal.

The interest rate and annual percentage yield may change. At your discretion, you may change the interest rate on the account once, to the bank's current 36-month interest rate, in each term. Interest begins to accrue on the business day you deposit non-cash items (for example, checks.) Interest will be compounded quarterly and will be credited quarterly, unless otherwise stated on the Certificate of Deposit Receipt. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.



Banking Services and Fees

Effective October 23, 2023

Paper Statement Fee (per month) (No fee if enrolled in e-statements)	\$3.00
On all Dream First Checking, Dream Checking, CashBack, & Saver	
Accounts	
Account Closing Fee (Benefits Checking)[If closed within first 90 days]	\$25.00
Dormant Checking, per Statement Cycle (after 24 months of no activity)	\$5.00
Dormant Savings, per Statement Cycle (after 24 months of no activity)	\$5.00
Overdraft, per presentment	\$25.00
Overdraft Protection Transfer, per transfer	\$3.00
Return Check/Insufficient Funds, per presentment	\$25.00
Closing Account Fee	\$10.00
Domestic Outgoing Wire	\$20.00
Foreign Outgoing Wire	\$70.00
Incoming Wire	\$10.00
Stop Payment	\$25.00
VISA Debit Card Replacement	\$10.00
Account Research per hour (minimum of 1 hour)	\$40.00
Collection, per item	\$15.00
Money Orders	\$2.50
Cashier's Check	\$10.00
Reproduction per statement	\$4.00
Reproduction per item	\$0.50
Duplicate Statement Fee (unless e-statement)	\$4.00
Garnishment/Tax Levy Fee	\$30.00
Notary Fee	\$5.00
Foreign Check Clearing Fee	\$15.00
Returned Mail Fee, per item	\$7.50
ATM Foreign Transaction Fee	\$2.50
Business Online – View Only, per month	\$25.00
Business Online – ACH, per month	\$25.00
Business Online – Wire, per month	\$20.00
Business Online – ACH Express Fee, per day	\$10.00
Business Online – Remote Deposit, per month	\$50.00
Safety Deposit Boxes	Vary by Size & Location
Lost Keys on Safety Deposit Box (one key lost; one key in your possession)	\$50.00
Drill Safety Deposit Box (both keys lost)	\$200.00

^{**} NSF Fee per attempt can be created by Check, In-person withdrawal, ATM withdrawal or other electronic means.

Terms and Conditions of Your Account

Contents:

- 1. Important Information about Procedures for Opening a New Account
- 2. Agreement
- Liability
 Deposits
- 5. Withdrawals
 - o Generally
 - Postdated Checks
 - Checks and Withdrawal Rules
 - o A Temporary Debit Authorization Hold
 - o Affects Your Account Balance Overdrafts
 - 0 Multiple Signatures, Electronic Check Conversion, and Similar Transactions
 - Notice of Withdrawal 0
- 6. Uniform Single-Party or Multiple-Party Account Selection Form Notice
 - Single-Party Account Without "P.O.D." (Payable on Death) Designation Single-Party Account With "P.O.D." (Payable on Death) Designation

 - Multiple-Party Account Without Right of Survivorship
 - Multiple-Party Account With Right of Survivorship
 - Multiple-Party Account with Right of Survivorship and "P.O.D." (Payable on Death) Designation
 - Convenience Account
 - **Trust Account**
- 7. Business, Organization, and Association Accounts
- 8. Stop Payments
- 9. Telephone Transfers
- 10. Amendments and Termination
- 11. Notices
- 12. Statements
 - Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries 0
 - Your Duty to Report Other Errors
 - Errors Relating to Electronic Fund Transfers or Substitute Checks
- 13. Direct Deposits
- 14. Temporary Account Agreement
- 15. Setoff
- 16. Check Processing
- 17. Check Cashing
- 18. Truncation, Substitute Checks, and Other Check Images
- 19. Remotely Created Checks
- 20. Unlawful Internet Gambling Notice
- 21. ACH and Wire Transfers
- 22. Facsimile Signatures
- 23. Restrictive Legends or Indorsements
- 24. Account Transfer
- 25. Indorsements
- 26. Death or Incompetence
- 27. Fiduciary Accounts
- 28. Credit Verification
- 29. Legal Actions Affecting Your Account
- 30. Security
- 31. Telephonic Instructions
- 32. Monitoring and Recording Telephone Calls and Consent to Receive Communications
- 33. Claim of Loss
- 34. Early Withdrawal Penalties
- 35. Address or Name Changes
- 36. Resolving Account Disputes

- 37. Waiver of Notices
- 38. Additional Terms
- (1) Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(2) Agreement. This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Kansas and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- 1. summarize some laws that apply to common transactions;
- 2. establish rules to cover transactions or events which the law does not regulate;
- establish rules for certain transactions or events which the law regulates but permits variation by agreement;
 and
- 4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

(3) Liability. You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to,

disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) Deposits. We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

(5) Withdrawals.

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$25 per overdraft.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80. and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions (\$120 - \$80 = \$40) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase (\$120 - \$50 = \$70). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$25 according to our overdraft fee policy. You will be charged this \$25 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

Overdrafts. You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So, you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(6) Uniform Single-Party or Multiple-Party Account Selection Form Notice. The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the

following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

Single-Party Account Without "P.O.D." (Payable on Death) Designation. The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

Single-Party Account With "P.O.D." (Payable on Death) Designation. The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

Multiple-Party Account Without Right of Survivorship. The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

Multiple-Party Account With Right of Survivorship. The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

Multiple-Party Account With Right of Survivorship and "P.O.D." (Payable on Death) Designation. The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

Convenience Account. The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

Trust Account. The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

- (7) Business, Organization, and Association Accounts. Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.
- (8) Stop Payments. Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop payment records you can give us). We must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are

handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

- **(9) Telephone Transfers**. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.
- (10) Amendments and Termination. We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).
- (11) Notices. Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

(12) Statements.

Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to

whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (For consumer accounts only). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

- (13) Direct Deposits. If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.
- (14) Temporary Account Agreement. If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.
- (15) Setoff. We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) the debt is created by a home equity loan, or (e) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

- (16) Check Processing. We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.
- (17) Check Cashing. We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a

check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

- (18) Truncation, Substitute Checks, and Other Check Images. If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.
- (19) Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

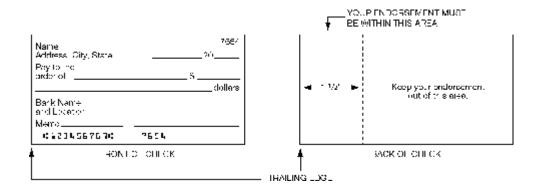
- **(20) Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.
- (21) ACH and Wire Transfers. This agreement is subject to Article 4A of the Uniform Commercial Code Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.
- (22) Facsimile Signatures. Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.
- (23) Restrictive Legends or Indorsements. The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other

special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

- (24) Account Transfer. This account may not be transferred or assigned without our prior written consent.
- (25) Indorsements. We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

- (26) Death or Incompetence. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.
- (27) Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.
- **(28) Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.
- (29) Legal Actions Affecting Your Account. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this

section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(30) Security. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to theloss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

- (31) Telephonic Instructions. Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.
- **(32) Monitoring and Recording Telephone Calls and Consent to Receive Communications.** Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

- (33) Claim of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.
- (34) Early Withdrawal Penalties (and involuntary withdrawals). We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.
- (35) Address or Name Changes. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.
- (36) Resolving Account Disputes. We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.
- (37) Waiver of Notices. To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

Funds Availability Disclosure

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cutoff hours for different locations. Out cut-off hours are as follows:

4:30 PM CT Johnson Branch/ ITM 6:00 PM CT 4:30 PM MT Syracuse Branch/ ITM 5:00 PM MT

5:00 PM CT Garden City Branches/ ITM 6:00 PM CT

3:00 PM CT Rolla Branch/ ITM 5:00 PM MT

4:30 PM CT Arlington Branch

5:00 PM CT Ulysses Branch/ ITM 6:00 PM CT 5:00 PM CT Hugoton Branch/ ITM 6:00 PM CT

4:30 PM CT Elkhart Branch

4:30 PM CT Attica Branch/ ITM 6:00 PM CT

If you make a deposit before our cut-off on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- 1. We believe a check you deposit will not be paid.
- 2. You deposit checks totaling more than \$5,525 on any one day.
- 3. You redeposit a check that has been returned unpaid.
- 4. You have overdrawn your account repeatedly in the last six months.
- 5. There is an emergency, such as failure of computer or communications 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.

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 transfers, 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 (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth 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 after the day of your deposit.

Funds from deposits of checks drawn on First National Bank will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

ADDITIONAL INFORMATION

Stop Payments on ATM, POS, or Debit Card Transactions: You may not place a stop payment order on any ATM, POS, or debit card transaction.

Personal Identification number (PIN), The ATM PIN or POS PIN issued to you IS for your security purposes. The numbers are confidential and should not be disclosed or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts. Treat your card as if it were cash. Do not give information about your

cards on the telephone or the Internet, unless it is a trusted merchant and you initiated the transaction. When finished using a card online, log out of the website rather than merely closing the web browser.

Notices: All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered.