

# DISCLOSURES TERMS & CONDITIONS



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# **FACTS** WHAT DOES LINKBANK DO WITH YOUR PERSONAL INFORMATION? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number Payment history Credit history Account balances Transaction history Wire transfer instructions When you are *no longer* our customer, we continue to share your information as described in this notice. All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal How? information; the reasons LINKBANK chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does LINKBANK share?	Can you limit this sharing?
For our everyday business purposes -	Yes	No
such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		
For our marketing purposes -	Yes	No
to offer our products and services to you		
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes -	No	We don't share
information about your transactions and experiences		
For our affiliates' everyday business purposes -	No	We don't share
information about your creditworthiness		
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions? Call toll-free (855) 569-2265 or go to LINKBANK.COM

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What We Do		
How does LINKBANK protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
	We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.	
How does LINKBANK collect my personal information?	We collect your personal information, for example, when you  Open an account Pay your bills Apply for a loan Make deposits or withdrawals from your account Make a wire transfer	
	We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.	
Why can't I limit all sharing?	Federal law gives you the right to limit only  • sharing for affiliates' everyday business purposes - information about your creditworthiness  • affiliates from using your information to market to you  • sharing for nonaffiliates to market to you	
	State laws and individual companies may give you additional rights to limit sharing.	
Definitions		
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.  • LINKBANK does not share with our affiliates.	
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  • LINKBANK does not share with nonaffiliates so they can market to you.	
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  • Our joint marketing partners include service providers	



#### **Important Account Information For Our client from**

# LINKBANK 3045 Market Street Camp Hill, PA 17011

(855) 569-2265

# **Terms & Conditions of Your Account**

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- **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 (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) 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 Pennsylvania and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing 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;
- 3. 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.

**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 we can deduct any amounts deposited into the account and apply those amounts to the shortage. 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, counterfeit cashier's check 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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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 or draft 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 by our policy, 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 any 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 your account as another type of 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.

Cash Withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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 signatures or otherwise examine the original check or 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 deposit 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.** Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees. Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining Your Available Balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

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, or not paying, discretionary 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.

**Nonsufficient Funds (NSF) Fees** - Nonsufficient Funds (NSF) Fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment.

**Payment Types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

For information about how and when we process these different payment types, see the Payment Order of Items subsection below.

**Balance Information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds Availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. 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 times 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 when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. 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 could be three calendar days, or even longer in some cases, 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, 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.

**Payment Order of Items** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

We post items in the evening on each business day. Therefore, funds from deposits made after close of business on Friday may not be available to cover purchases you make by debit card over the weekend. Items post in the order of their transaction type or category. Within its applicable transaction type, items such as checks post in ascending low-to-high dollar amount order, regardless of serial number. The posting order by transaction type is as follows: (1) deposits and all other credits; (2) priority debit card transactions; (3) ACH and outgoing wire debits; (4) internal debit transfers; (5) teller-cashed checks, over-the-counter withdrawals and charge-backs; (6) all other debits you initiate; (7) Bank fees and account charges; and (8) Overdraft Protection Sweeps and Cash Management Sweeps (if applicable).

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

## 7. Ownership Of Account And Beneficiary Designation.

INDIVIDUAL ACCOUNT - is an account in the name of one person.

JOINT ACCOUNT - WITH SURVIVORSHIP (AND NOT AS TENANTS IN COMMON) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to, in the following order, our contractual and common law right of setoff and any previous pledge to which we have agreed, even if the surviving owner did not agree to it) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. A JOINT ACCOUNT is presumed to have a right of survivorship and we do not allow joint accounts to be held as Tenants in Common. However, if by special agreement a signature care specifically and clearly indicates that the ownership of a joint account is intended to be without survivorship, you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This

information will not, however, affect the number of signatures necessary for withdrawal, which will always be one owner of the account, acting alone. Any owner of any account with two or more owners is authorized and deemed to act for any other owner and may instruct us regarding transactions and other account matters, including the request of future services in connection with the account. Each owner guarantees the signature of any other owner. Any owner may withdraw or transfer funds, including all funds on deposit, pledge to us all or any part of the shares, or stop payment on items without the consent of any other owner, without regard to the proportionate share of the funds on deposit attributable to such owner. While any individual account owner may change or close any account acting alone, we may require all account owners to consent in writing to the addition or removal of any owner on the account, and we reserve the right to require written consent of all owners for any change to or termination of an account. We have no duty to notify any owner about any transaction, or changes to or closure of the account. If we receive notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners in order to permit the withdrawal of funds from the account or to take any other actions. Notice provided by us to any one joint owner shall be considered notice to all joint owners. All account owners, both alone and together, are jointly and severally liable for all transactions on, changes to, and closure of the account and for any charges, fees, losses, or liabilities incurred with respect to any transaction on, changes to, or closure of the account regardless of which owner conducted or benefitted from the transaction, change or closure. You agree that if any account owner owes us money for any reason, we may enforce our rights against all funds in any account in which that account owner is an owner, including joint accounts, regardless of which owner deposited the funds in the account.

BENEFICIARY DESIGNATION - Subject to the terms of applicable law and this Agreement, you can specifically designate a person, persons or entity as a beneficiary of the account, known as a payable on death (POD) or Totten Trust account. In such case, upon proof of death and the payee's proper identification in compliance with the terms of this Agreement and our policies and procedures, the funds in your account shall transfer to your named beneficiary in accordance with the applicable laws governing POD and Totten Trust accounts. If you designate more than one beneficiary on the account, each will be entitled to his or her proportionate share of the funds in the account (which will be determined by dividing the amount of the funds in the account by the number of beneficiaries designated on the account), and will own those funds without a right of survivorship. If a beneficiary predeceases you, it is your responsibility to notify us and make any changes to the account. This procedure does not apply to Individual Retirement Accounts, which have separate beneficiary designations. Any owner creating this a beneficiary designation under this section reserves the right to:

- 1. change beneficiaries,
- 2. change account types, and
- 3. withdraw all or part of the account funds at any time.
- **8. 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.
- **9. Stop Payments.** 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 and 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.

Generally, if your stop-payment order is given to us in writing it 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. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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).

- **10. 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. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.
- 11. 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).
- **12. Notices.** Any written notice you give us is effective when we actually receive it, and our records shall be the sole conclusive evidence as to whether and when such notice was received. It must be given to us by first class mail at 1250 Camp Hill Bypass, Suite 202, Camp Hill, PA 17011 or in person at any branch location. 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.
- **13. 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 substantially 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 or Problems** - 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 or problem - such as an encoding error or an unexpected deposit amount. Also, 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., on-line, mobile, 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.

**Duty to Notify if Statement Not Received -** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

- **14. Account Transfer.** This account may not be transferred or assigned without our prior written consent.
- **15. 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.
- **16. 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:

- 1. it is an Individual Retirement Account or similar tax-deferred retirement account, or
- 2. 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
- 3. the debtor's right of withdrawal only arises in a representative capacity.

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.

**17. Authorized Signer.** A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer

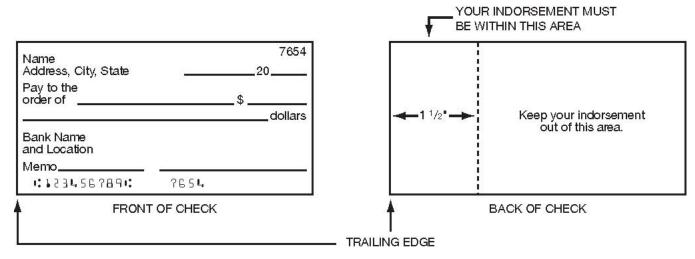
- **18. Restrictive Legends or Indorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive 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. 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.
- **19. 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.

- **20. Pledges.** Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.
- **21. Fictitious Business Name Accounts.** If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.
- **22. Power of Attorney.** You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not durable, it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.
- **23. Stale-Dated Checks.** We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.
- **24. FDIC Insurance.** Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership". An individual account is one unique form of ownership; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at <a href="www.fdic.gov">www.fdic.gov</a> and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.
- **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  $1 \frac{1}{2}$ " of that edge.

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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. Unclaimed Property.** The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.
- **27. 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.
- **28. UTMA Accounts.** Under the *Uniform Transfers to Minors Act*, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.
- **29. 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.
- **30. Cash Transaction Reporting.** To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

- **31. Backup Withholding/TIN Certification.** Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.
- **32. 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.
- **33.** Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks. Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

- **34. Changing Account Products.** We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.
- **35. Transactions by Mail.** You may deposit checks (including share drafts) by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.
- **36.** 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.
- **37. 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.

- **38. 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.
- **39. 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.
- **40. Account Security. Duty to Protect Account Information and Methods of Access** 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 the loss).

Positive Pay and Other Fraud Prevention Services - 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, 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. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. 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. The positive pay service can help detect and prevent check fraud and is appropriate for accounts holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**41. 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.

- **42. 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.
- **43. 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 first obtain your consent to contact you about your account in compliance with applicable 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 is voluntary and not conditioned on the purchase of any product or service from us.

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 by virtue of an existing business relationship 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.

**44. Claim of Loss.** The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, 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.

**45. 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.

- **46. Address or Name Change.** 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.
- **47. 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.
- **48. 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 an item 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.
- **49. Health Savings Accounts (HSA).** For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.
- **50. 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.
- **51. 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.

#### 52. Notice Regarding Inaccurate Information.

As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the following address and identify the specific information that is inaccurate:

#### LINKBANK

1250 Camp Hill Bypass Suite 202 Camp Hill, PA 17011 (855) 569-2265

#### 53. International ACH Transactions.

Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

#### 54. Notice of Negative Information.

Federal law requires us to provide the following notice to customers before any negative information may be furnished to a nationwide consumer reporting agency. Negative information includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.



# **Electronic Fund Transfers**

LINKBANK 3045 Market Street Camp Hill, PA 17011 (855) 569-2265 WWW.LINKBANK.COM

#### Electronic Fund Transfers Your Rights and Responsibilities

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

#### Electronic Fund Transfers Initiated By Third Parties

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

#### • Preauthorized Credits.

You may make arrangements for certain direct deposits (for example, from US Treasury (Social Security) and from employers (payroll)) to be accepted into your checking, savings and money market accounts.

#### • Preauthorized Payments.

You may make arrangements to pay certain recurring bills from your checking, savings, and money market accounts.

#### • Electronic Check 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 pay for purchases or pay bills.

#### • Electronic Returned Check Charge.

You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

#### iTalk Transactions

You may access your account by telephone using your touchtone telephone, account numbers, and personal identification number (PIN) to:

- transfer funds from checking, savings, or money market account(s) to checking, savings, or money market account(s)
- make payments from checking, savings, or money market account(s) to loan account(s) with us
- get balance information about checking, savings or money market account(s)
- get withdrawal history about checking, savings or money market account(s)
- get deposit history about checking, savings or money market account(s)
- get transaction history about checking, savings or money market account(s)

You may access your account for telephone transactions at the following number(s) and during the following hours: (855) 569-2265, 24 hours

#### Mastercard® Debit Card ATM Transactions

You may access your account(s) by ATM using your Mastercard® Debit Card and your personal identification number (PIN) to:

- deposit funds to checking, savings and money market account(s)
- withdraw cash from checking, savings and money market account(s)
- transfer funds from checking, savings, or money market account(s) to checking, savings, or money market account(s)
- get balance information about checking, savings and money market account(s).

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

#### Mastercard® Debit Card Point-of-Sale Transactions

You may access your checking, savings, or money market account(s) account(s) by debit card to do transactions that participating merchants will accept, including:

- in person, online, or by phone
- in person, online, or by phone
- get cash from a participating merchant or financial institution
- You may access your checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution

# Foreign Currency Conversion and Cross-Border Transactions

If you initiate a transaction with your Card in a currency other than US Dollars, Mastercard® will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. The fee we charge you for cross-border transactions/currency conversion is disclosed separately. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

# Advisory Against Illegal Use

You agree not to use your card(s) for illegal gambling or other illegal purposes. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

# Online Banking

You may access your accounts online at LINKBANK.com using your computer or similar, compatible device having online access to:

- transfer funds from checking, savings, or money market account(s) to checking, savings, or money market account(s)
- transfer funds from line of credit to checking, savings, or money market account(s)
- transfer funds from checking, savings, or money market account(s) to other individuals using Zelle transfer service
- make payments from checking to third parties
- make payments from checking, savings, or money market account(s) to loan account(s) with us Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details.
- get balance information about checking, savings or money market account(s)
- get withdrawal history about checking, savings or money market account(s)
- get deposit history about checking, savings or money market account(s)
- get transaction history about checking, savings or money market account(s)

# Mobile Banking

You may access your accounts for mobile banking services at LINKBANK.com, using your Smart Phone, iPad or other Tablet Device, our mobile banking application (provided separately), your user name and password and responses to multi-factor authentication questions.

You may use this service to:

- transfer funds from checking, savings, or money market account(s) to checking, savings, or money market account(s)
- transfer funds from consumer line of credit to consumer checking, savings, or money market account(s)
- transfer funds from checking, savings, or money market account(s) to other individuals using Zelle transfer service
- make payments from checking to third parties
- make payments from checking, money market or savings account to loan account(s) with us
   Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details.
- get balance information about checking, savings or money market account(s)
- get withdrawal history about checking, savings or money market account(s)
- get deposit history about checking, savings or money market account(s)
- get transaction history about checking, savings or money market account(s)

#### Limits and Fees

Please refer to our fee disclosure for information about fees and limitations that may apply to these electronic fund transfers.

#### ATM Operator/Network Fees

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

# Limitations on Frequency of Transfers

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your money market or savings account(s):

Transfers from a money market or savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six per month.

# **Security Limitations**

For security reasons, there are other limits on the number of transfers you can make using our terminals, point-of-sale transfer, and computer transaction services.

#### **Documentation**

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**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 (855) 569-2265 to find out whether or not the deposit has been made.

**Periodic Statements.** You will get a monthly account statement from LINKBANK for your checking or money market accounts. You will get a monthly account statement from LINKBANK for your savings accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

# **Preauthorized Payments**

#### 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. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

#### Notice of Varying Amounts.

If these regular payments may 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 may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

#### Liability for Failure to Stop Payment of Preauthorized Transfer.

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 losses or damages.

# Financial Institution's Liability

#### Liability for Failure to Make Transfers.

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2. If you have an overdraft line and the transfer would go over the credit limit.
- 3. If the automated teller machine where you are making the transfer does not have enough cash.
- 4. If the terminal or 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 that we have taken.
- 6. There may be other exceptions stated in our agreement with you.

# Confidentiality

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

1. where it is necessary for completing transfers; or

- 2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3. in order to comply with government agency or court orders; or
- 4. We will disclose information to third parties about your account or the transfers you make: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or (3) in order to comply with government agency or court orders; or (4) as explained in the Privacy Disclosure contained elsewhere in this document.

#### **Unauthorized Transfers**

#### (a) Consumer Liability.

Generally. Tell us AT ONCE if you believe your card and/or code has been 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 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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.

#### Additional Limits on Liability for Mastercard® Cards.

You will not be liable for any unauthorized transactions using your Mastercard card if:

- 1. you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and
- 2. upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

(Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.)

#### (b) Contact in Event of Unauthorized Transfer.

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

# **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. 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.
- 3. 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 (20 business days if the transfer involved a new account) 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 if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new 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 our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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 that we used in our investigation.

If you have inquiries regarding your account or need more information regarding our error resolution procedures, please contact us at:

LINKBANK

1250 Camp Hill Bypass

Suite 202

Camp Hill, PA 17011

BUSINESS DAYS: Monday through Friday

Holidays are not included.

PHONE:

(855) 569-2265

EMAIL:

depositopsteam@linkbancorp.com

WEBSITE:

LINKBANK.COM

# Notice Of ATM/Night Deposit Facility User Precautions

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Don't lend your ATM card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.

- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST



# **Funds Availability Disclosure**

(Your Ability to Withdrawal Funds)

This is important information about your ability to withdraw funds from:

LINKBANK 3045 Market Street Camp Hill, PA 17011 (855) 569-2265

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. If you make a deposit before closing 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 closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 PM 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 at an ATM after 3:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

# Longer Delays May Apply

**Case-by-Case Delays.** 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 fifth 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, traveler's, 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 fifth 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 all other check deposits will be available on the fifth business day after the day of your deposit.

# Deposits at Automated Teller Machines

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be made available immediately after deposit.



# **Substitute Checks and Your Rights**

#### Financial Institution Name and Address

LINKBANK 3045 Market Street Camp Hill, PA 17011 (855) 569-2265

#### What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

# What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

#### How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

1250 Camp Hill Bypass Suite 202 Camp Hill, PA 17011

Phone: (855) 569-2265

Email: depositopsteam@linkbancorp.com

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

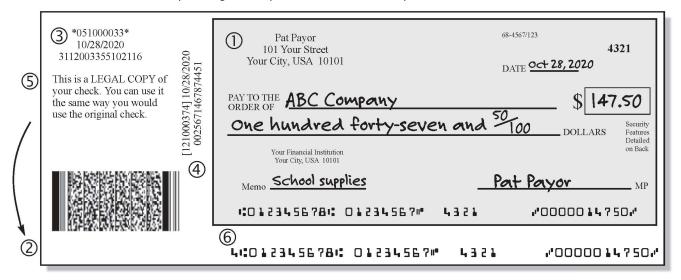
Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: check number, check amount, check payee name and date of check.

# Substitute Check Image

#### SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



- 1. An image of the original check appears in the upper right-hand corner of the substitute check.
- 2. A substitute check is the same size as a standard business check.
- 3. The information in asterisks relates to the "reconverting bank" the financial institution that created the substitute check.
- 4. The information in brackets (appears sideways facing check image) relates to the "truncating bank" the financial institution that took the original check out of the check processing system.
- 5. The legal Legend states: This is a legal copy of your check. You may use it the same way you would use the original check.
- 6. The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the substitute check number, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for a substitute check number to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

# **Truth in Savings Disclosures**

See the Welcome Guide for current rates.

#### **PERSONAL ACCOUNTS:**

#### **EASY LINK CHECKING**

Minimum Balance to Open. The minimum balance required to open this account is \$25.00.

**Deposit(s) Limitations.** You may make an unlimited number of deposit(s) into your account.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

#### PREMIER LINK CHECKING

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance to Open. The minimum balance required to open this account is \$100.00.

**Minimum Balance to Avoid a Fee.** Minimum Balance Requirement: You must maintain a minimum daily balance of \$100.00 to avoid a \$10.00 monthly service fee.

**Deposit(s) Limitations.** You may make an unlimited number of deposit(s) into your account.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

#### **LINK SAVINGS**

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance to Open. The minimum balance required to open this account is \$200.00.

**Minimum Balance to Avoid a Fee.** You must maintain a minimum daily balance of \$200.00 to avoid a \$5.00 monthly service fee\*.

**Deposit(s) Limitations.** You may make an unlimited number of deposit(s) into your account.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

**Additional Terms.** The following additional terms apply to this account:

\*If any of the account owners is under the age of 18, the monthly service fee will be waived until all owners reach the age of 18.

#### LINK MONEY MARKET

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance to Open. The minimum balance required to open this account is \$2,500.00.

**Minimum Balance to Avoid a Fee.** You must maintain a minimum daily balance of \$2,500.00 to avoid a \$10.00 monthly service fee.

**Deposit(s) Limitations.** You may make an unlimited number of deposit(s) into your account.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Termination Fee:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

#### **BUSINESS ACCOUNTS:**

#### **BUSINESS CHECKING ACCOUNT**

Minimum Balance to Open. The minimum balance required to open this account is \$100.00.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

**BUSINESS PREMIER CHECKING** (grandfathered, product not available for opening new accounts)

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance to Open. The minimum balance required to open this account is \$100.00.

**Minimum Balance to Avoid a Fee.** You must maintain a minimum balance of \$100.00 at all times to avoid a \$10.00 Monthly Service Fee.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

#### **BUSINESS MONEY MARKET**

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$2,500.00.

**Minimum Balance to Avoid a Fee.** You must maintain a minimum daily balance of \$2,500.00 to avoid a \$10.00 Monthly Service Fee.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

**BUSINESS SAVINGS** (grandfathered, product not available for opening new accounts)

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

Compounding Frequency. The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Minimum Balance to Open.** The minimum balance required to open this account is \$200.00.

**Minimum Balance to Avoid a Fee.** You must maintain a minimum daily balance of \$200.00 to avoid a \$5.00 Monthly Service Fee.

**Deposit(s) Limitations.** You may make an unlimited number of deposit(s) into your account.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

#### **LINK IOLTA**

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Required Interest Distribution.** This account requires the distribution of interest and does not allow interest to remain in the account.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance Requirements. No minimum balance requirements apply to this account.

#### **LINK MAHT**

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Required Interest Distribution.** This account requires the distribution of interest and does not allow interest to remain in the account.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance Requirements. No minimum balance requirements apply to this account.

#### **MUNICIPAL ACCOUNTS:**

#### **MUNICIPAL CHECKING**

**Minimum Balance to Open.** The minimum balance required to open this account is \$100.00.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

#### **MUNICIPAL INTEREST CHECKING**

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance to Open. The minimum balance required to open this account is \$100.00.

**Minimum Balance to Avoid a Fee.** You must maintain a minimum balance of \$100.00 to avoid a \$10.00 Monthly Service Fee.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

**MUNICIPAL MONEY MARKET** (grandfathered, product not available for opening new accounts)

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance to Open. The minimum balance required to open this account is \$2,500.00.

**Minimum Balance to Avoid a Fee.** You must maintain a minimum daily balance of \$2,500.00 to avoid a \$10.00 Monthly Service Fee.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

**MUNICIPAL SAVINGS** (grandfathered, product not available for opening new accounts)

**Rate Information.** At our discretion, we may change the interest rate(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance to Open. The minimum balance required to open this account is \$200.00.

**Minimum Balance to Avoid a Fee.** You must maintain a minimum daily balance of \$200.00 to avoid a \$5.00 Monthly Service Fee.

**Deposit(s) Limitations.** You may make an unlimited number of deposit(s) into your account.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

#### **NONPROFIT ACCOUNT:**

#### **COMMUNITY CHECKING**

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance Requirements. No minimum balance requirements apply to this account.

**Fees and Charges.** The following fees and charges apply to this account:

**Early Account Termination:** An early account termination fee of \$20.00 will be charged if you close your account within the first 90 days.

**Additional Terms.** The following additional terms apply to this account:

This account is only available to 501(c)(3) or 403b Organizations.

# **CERTIFICATES OF DEPOSIT/IRA**

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

Minimum Balance to Open. The minimum balance required to open this account is \$500.00.

Minimum Balance to Obtain the Disclosed Annual Percentage Yield. You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

**Early Withdrawals.** We may impose a penalty on the amount withdrawn. In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Maturities of Less Than 12 Months:** The fee we may impose will equal 90 days of interest on the amount withdrawn subject to penalty.

**Maturities of 12 Months to Less than 36 Months:** The fee we may impose will equal 180 days of interest on the amount withdrawn subject to penalty.

**Maturities of 36 Months or More:** The fee we may impose will equal 365 days of interest on the amount withdrawn subject to penalty.

**Automatically Renewable Account.** Your account will automatically renew at maturity.

Unless we tell you otherwise in writing, the interest rate will be the same we offer on new certificate of deposit accounts on the maturity date which have the same term, minimum balance (if any) and other features as the certificate of deposit account.

You will have a grace period of 10 calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty.

You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period, if any) or we receive written notice from you before maturity of your intention not to renew.

**Deposit(s) Limitations.** After the account is opened, you may not make deposit(s) into the account until the maturity date stated on the account.

**Withdrawal Limitations.** You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account. We reserve the right to treat any withdrawal which would reduce the balance remaining in the account below the required minimum opening balance or minimum balance to maintain the account as a withdrawal of the entire account balance and to calculate the amount of any applicable early withdrawal penalty accordingly.

#### **VARIABLE RATE IRA**

**Rate Information.** At our discretion, we may change the interest rate(s) and annual percentage yield(s) for this account at any time.

**Crediting Frequency.** The interest will be credited into this account monthly.

**Compounding Frequency.** The interest will be compounded daily.

**Early Withdrawals.** Withdraws are permitted on your Variable Rate IRA at any time without penalty. In certain circumstances, such as the death or incompetence of an account owner, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of Interest Prior to Maturity.** The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Account.** Your account will automatically renew at maturity.

Each renewal term will be the same as the original term, beginning on the maturity date.

Unless we tell you otherwise in writing, the interest rate will be the same we offer on new certificate of deposit accounts on the maturity date which have the same term, minimum balance (if any) and other features as the renewed certificate of deposit account.

You will have a grace period of 10 business days after maturity to withdraw the funds without being charged an early withdrawal penalty.

You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period, if any) or we receive written notice from you before maturity of your intention not to renew. Your Variable Rate IRA is not subject to early withdrawal penalties. Funds can be withdrawn from the account at any time without penalty.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits.** The interest will begin to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks) into your account.

Minimum Balance to Open. The minimum balance required to open this account is \$200.00.

**Deposit(s) Limitations.** You may make an unlimited number of deposit(s) into your account. The minimum amount you can deposit is \$1.00 per day.

**Effect on Maturity.** The maturity date for this account will remain the same after additional deposits. **Withdrawal Limitations.** Withdrawals are permitted at any time without penalty. Should the withdrawal take the balance in the account below \$200.00, the full amount must be withdrawn and the account closed. You can withdraw interest credited at any time without penalty.

