PERSONAL BANKING: CONSUMER ACCOUNT TERMS AND CONDITIONS

Welcome to Servbank

Thank you for opening your deposit account with us. We look forward to serving you and your banking needs. Please review this Agreement for important information about your account.

AGREEMENT

These Consumer Account Terms and Conditions ("Agreement") apply to all consumer deposit accounts established for personal, family, or household purposes. This Agreement is applicable to new and existing deposit accounts and replaces all prior agreements regarding your account, including any verbal or written statement or representations. Please note that certain accounts may have their own separate account agreements; for example, individual retirement accounts opened at Servbank are governed by their own Account Terms and Conditions. When you sign an account application or use your account, including any account service, you and anyone else identified as an owner or authorized signer on your account consent to the terms of this Agreement. You are responsible for ensuring that any authorized signer is familiar with this Agreement. If you keep your account open after we change this Agreement, or end an existing fee waiver, you agree to the changes. Certain account features and services referenced in this Agreement are administered pursuant to the Bank's internal policies and procedures and can be amended from time to time.

As used in this Agreement, the words "we," "our," and "us," or "Servbank" or "the Bank," mean Servbank, N.A. 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.

The headings in this Agreement 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 Agreement should be construed so the singular includes the plural, and the plural includes the singular.

Acceptance of Terms and Conditions

This Agreement, 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. When you open a deposit account, you agree you and your accounts will be governed by this Agreement. Please review this Agreement carefully and keep a copy along with amendments for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this Agreement. If you have any questions, please ask us. If you do not agree to the terms and conditions contained in this Agreement, or to any future changes we communicate to you, please contact us to close your account.

Applicable Law

Your account and this Agreement, and any related dispute, are governed by federal law, and to the extent not superseded by federal law, by the law of the state of Illinois. Nothing in this Agreement is intended to waive any consumer protection rights you may have under applicable law, including, but not limited to your rights under the Electronic Fund Transfer Act, the Truth in Savings Act, the Servicemembers Civil Relief Act, and any other federal or state consumer protection law.

Other Governing Documents

Our accounts are also governed by the following documents (as applicable): any signature card you sign, including our *Account Agreement*; any other written agreement between us and you relating to any account covered by this Agreement; any fee schedule; our *Funds Availability Policy*; our *Electronic Fund Transfer Disclosure*; our *Substitute Check Disclosure*; our *Online Banking Agreement*; our *Truth in Savings Act (TISA) disclosures*; our *Federal Privacy Notice*; and any other disclosures, agreements, or notices provided at the time of account opening or later. Certain online and mobile banking services, such Bill Pay and Zelle®, are governed by separate terms and conditions, and supplement this Agreement. You will receive the separate terms and conditions at the time you enroll in these services.

Liability and Related Fees and Costs

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

Each of you also agree 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 of the overdraft.

You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

Severability and Survival of Terms

If any provision of this Agreement 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 Agreement is intended to vary our duty to act in good faith and with ordinary care when required by law. The provisions of this section shall survive the termination of the Agreement, your account with us, or your relationship with us.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

Customer Identification Program Compliance

To help the government fight against 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 that means for you: When you open an account, we will ask for your legal name, address, date of birth, and other information that will allow us to identify you. We may also ask you to see your driver's license or other identifying documents. You represent to us that this information about you is correct. We will rely on that information until you notify us of a change in that information.

We may verify the information you provide us or contact you for additional information. If we are unable to verify your information, we will not open your account or we may close your account. Once we open your account, from time to time we may seek to reverify your identity or ask for additional information or documentation about you or any person associated with your account.

Information Requests

We may request information about you, your account, and your account activity, such as the sources of funds being deposited into your account and how you intend to use your account. If you fail to provide the information we request, we may restrict transactions and your access to various services and features. We may also elect to close your account, and if it is a Certificate of Deposit account closed prior to maturity, we may treat account closure as an early withdrawal and may apply the applicable early withdrawal penalty.

Credit Verification and Consumer Reporting Agency Information

You authorize us to obtain a consumer report in connection with your deposit account application, update, or renewal of any deposit account you apply for. We may obtain consumer reports and other information about you from time to time as permitted by applicable law. We may report information, including negative account activity, about you and any joint account owners or authorized signers on the account to a Consumer Reporting Agency. If you believe we have reported inaccurate or incomplete information to a Consumer Reporting Agency, you have the right to file a dispute with that Agency. You may also file a dispute directly with us by writing to us at the address listed at the bottom of this Agreement.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

Forms of Ownership

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

If a customer identified in our records as an owner or co-owner of an account does not sign account-related documentation (including the *Account Agreement*), we still may treat them as an owner or a co-owner of that account, in our sole discretion and we are not liable to anyone as a result.

Individual Account. An account owned and in the name of one natural person.

Joint Account - With Survivorship (And Not As Tenants in Common). An account in the name of two or more natural persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) 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.

Joint Account - No Survivorship (As Tenants in Common). This account is owned by two or more natural persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing about the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account. If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable

Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Special Title Accounts. Special title accounts are various forms of account ownership where one or more natural persons who are the account signers (fiduciaries) control and manage the account for the benefit of another person (beneficial owners). We require additional information and documents to maintain Special Title Accounts. Types of Special Title Accounts include, but are not limited to accounts owned by Estates, Formal Trusts, Guardianships, Conservatorships, Custodianships, Representative Payees, person acting under the power of attorney or other agency, and Court Ordered Money Market (COMMA) accounts. For Special Title Accounts we act upon the fiduciary's instructions. We are not responsible for the actions of a fiduciary, including the misuse of funds. You understand that by merely opening such an account, we are not acting in the capacity of trustee in connection with the trust, nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

Conflicts

If there is any uncertainty or conflicting demand regarding ownership of an account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction; or we are unable to determine any person's authority to give us instructions; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion:

1. Freeze the account and refuse transaction(s) until we receive written proof (in a form satisfactory to us) of each person's right and authority over the account and its funds;
2. Refuse transactions and return checks, marked "refer to maker" or similar language;
3. Require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized singers on the account;
4. Request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or
5. Continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records.

The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

Transferring Account Ownership

You may not transfer, assign, or grant a security interest in your account to another party without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, unless and until we consent and note the assignment in our records. By noting the assignment, we do not have any responsibility to ensure the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

Power of Attorney

Unless prohibited by law, the power of attorney form must be acceptable to us in our discretion. We may decide to accept any power of attorney form that we believe you signed and act on instructions we receive from the attorney-in-fact designated on that form. If the attorney-in-fact does not present the original power of attorney form, we reserve the right to ask for the original prior to honoring it. Unless prohibited by law, we may refuse, with or without cause, to honor powers of attorney that an account holder grants to others. We may, in our discretion, restrict the types or sizes of transactions we permit an attorney-in-fact to conduct.

When we accept a power of attorney, we may continue to recognize the authority of the attorney-in-fact until we have reason to believe that the authority has been revoked or when we receive: (1) notice of termination or revocation; (2) notification of your death; or (3) other written notice impacting the power of attorney such as notice of your legal incapacity. In all cases, we require a reasonable period of time to act on the notice.

MAKING, ACCEPTING, AND CREDITING DEPOSITS

Deposits

An item is not deemed accepted for deposit until it is received by us and we have completed processing of the item. 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 endorsement or lack of endorsement on the item and even though we provide you with 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 endorsement, claim of alteration, encoding error, counterfeit cashier’s check or other problem which in our judgment justifies reversal of credit.

You authorize us to try 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 record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. We may decline all or part of a deposit, including cash, for any reason.

If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence. If we cannot verify the endorsement, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and that you deposit the item instead of cashing it.

All deposits are subject to verification and collection. You must notify us of any discrepancies within 30 days after we have made your account statement available to you. If you do not notify us promptly and the actual deposit amount is less than the amount shown on your statement, the difference is your responsibility. If the actual deposit is more, the excess amount is the property of the Bank. While we do not verify every transaction, we reserve the right to verify any transaction, including those for which a receipt has been issued. We may reverse or adjust, at any time without prior notice to you, any credit or debit we believe we have made to your account in error.

Deposit Instructions

You must correctly identify the account number into which you want funds deposited. We are not responsible for any delay, claim, cost, loss, or damage caused by your failure to properly identify the account intended to be credited. We may credit an account based solely on the account number you provide, even if the name on the deposit or other credit instruction differs from the name on the account.

You agree to prepare your deposit in accordance with our instructions, which may include the use of an approved form. When making a deposit, you should carefully review the information you have supplied. We will not be liable for any errors that may result from your manual entry of account information. You agree you will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature.

Endorsements

We may require your personal endorsement before accepting an item for deposit. We may require that checks and other items you deposit or cash be endorsed by all parties to whom the items are payable. Before accepting an item, we may require verification of any endorsement, either through personal identification or through an endorsement guarantee by another financial institution acceptable to us. If you do not endorse a check or other item, you authorize us to endorse it for you or treat the item as if you had endorsed it. Any deposited item that appears to contain your stamped or facsimile endorsement will be treated as if you had actually endorsed it.

Foreign Currency

We are not required to accept any item payable in foreign currency for deposit or collection. If we take an item payable in foreign currency for deposit or collection, you bear all exchange rate risk. We may not credit the item to your account until we receive the proceeds in U.S. dollars. Actual credit in U.S. dollars for deposits of, or payable in, foreign currency will be at the exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the item is returned unpaid for any reason, we will charge the amount against your account at the applicable exchange rate in effect at the time of the return.

WITHDRAWALS AND CHECKS

You authorize us to honor checks, ACH entries, wire transfers, debit transactions, and electronic instructions. We may establish security procedures and transaction limits as appropriate.

Accounts Where More Than One Person Can Withdraw

Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has the 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 endorse any item payable to you or your order for deposit to this account or any other transaction with us.

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 for such item. For more information, see our Substitute Check Disclosure titled *Substitute Checks and Your Rights*.

Large Cash Withdrawals

The amount of cash kept at any one branch location can vary; therefore, we may require you to provide advance notice of a large cash withdrawal. We may also refuse to honor a request for the withdrawal of a large amount of cash if we believe that it would jeopardize the security of a branch. We may require you to go to a particular branch or vault of ours to obtain a large cash withdrawal. We recommend you take care when making large cash withdrawals because carrying substantial 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 for 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 because of your decision to withdraw funds in the form of cash.

Notice of Withdrawal

We reserve the right to require 7 days prior written notice from you of your intent to withdraw any funds 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 separately provided disclosures received at account opening of any time account.

Early Withdrawal Penalties (and Involuntary Withdrawals)

We may impose early withdrawal penalties on a withdrawal from a time account even if you do not 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 because 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 separately provided notice of penalty for early withdrawal for additional information.

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, will be disclosed in the *Truth in Savings Act (TISA) disclosure* provided at account opening, or for any updates thereafter.

Check Processing

We process items mechanically by relying almost exclusively 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 endorsed, 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 endorsements unless you notify us in writing that the check requires multiple endorsements. 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.

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 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. At our discretion we may refuse to cash a check, draft or other instrument written on your account for anyone who does not have an account with us.

Truncation, Substitute Checks, and 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 accepts specifications for substitute checks. 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 signatures, you waive any requirement of multiple signatures. You agree to retain the original check in accordance with our policy for retaining original checks. You agree to indemnify us from any loss we may incur as a result of any truncated check transactions you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in compliance 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. For more information, see our Substitute Check Disclosure titled *Substitute Checks and Your Rights*.

Preauthorized Drafts or Other Remotely Created Checks

You are not permitted to knowingly deposit checks or drafts into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction (facsimile) of that individual’s signature without our express authorization. This type of check is sometimes created by companies that transact business over the Internet or by telephone. Such company receives permission from one of its customers to create a check drawn on its customer’s checking account, but the customer does not actually sign the check. These items are sometimes called “preauthorized drafts,” or “remotely created checks.” Any time you deposit such an item, as described in this section, to your account with us, you warrant to us: (1) that the person on whose account the item is drawn in fact authorized the item in the amount stated on the face of the item and to the payee stated on the item; (2) you will maintain proof of the authorization for at least two years from the date of the authorization, and supply us the proof if we ask; and (3) you agree to indemnify and hold us harmless for all losses, costs, and expenses that we may incur if you have breached this warranty. If we receive a claim related to any such item, we may charge the item back to your account, even if we receive the claim as long as a year after the item was paid. If there are insufficient funds in your account, you still owe us the remaining balance.

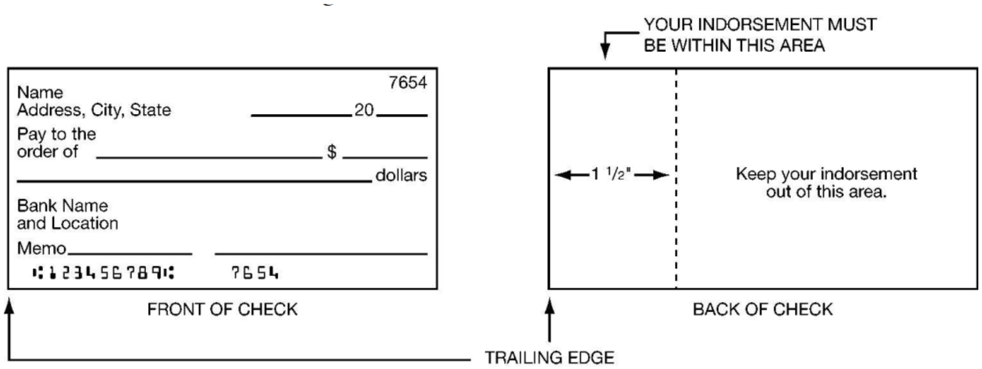
Remote Deposit Capture

Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only." Additional terms and conditions will apply when using our RDC services and are detailed in our *Online Banking Agreement*.

Endorsements

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, including missing signatures. Checks without signature may be posted to your account as not all checks are reviewed prior to posting. You warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse the check by signing it on the back in the specific designated area. Your entire endorsement along with any other endorsement information must fall within the first 1 ½" of the trailing edge of the check. Endorsements must be made in blue or black ink, so they are readable by automated check processing equipment.



It is important that you confine the endorsement information to these areas since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend and hold us harmless for any loss, liability, damage, or expense that occurs because of your endorsement, another endorsement, any lack of endorsement, or information you have printed on the back of the check that obscures our endorsement.

Restrictive Legends or Endorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements, or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement 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 word “for deposit only” is an example of a restrictive endorsement.

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 may have been affixed so long as they resemble the facsimile signature specimen filed with us for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

Stale or Postdated Checks

We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

ELECTRONIC FUND TRANSFERS

Electronic Fund Transfer Disclosure – Provided Separately

Our *Electronic Fund Transfer Disclosure* provides important information required by federal law about the electronic fund transfer (EFT) services that we offer and sets forth your and our rights and responsibilities in connection with these services. Please see our *Electronic Fund Transfer Disclosure* for the following:

- Types of electronic fund transfer services provided
- Limitations on transfers, amounts, and frequency of transactions
- Special provisions, including ATM safety, safeguarding your card and PIN, and fraud alerts
- Applicable fees
- Records of your transactions and disclosure of information to third parties
- Stop payments on preauthorized transfers
- Liability for unauthorized transfers and what to do in the event of errors or questions about your transfers

Additional ACH Provisions

ACH Credits and Debits; NACHA Rules. When we receive automated clearing house (ACH) credits or debits to your account, we are authorized to debit or credit your account accordingly and you agree to be bound by the National Automated Clearing House Association (NACHA) Operating Rules (“NACHA Rules”). You agree that we may rely on the representations and warranties contained in the NACHA Rules and either credit or debit your account, as instructed by the originator of the ACH transaction.

ACH Provisional Payment Rule. You agree that any 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 ACH, we are not required to give you any notice of payment order or credit.

Notice of Funds Transfer. Your periodic statement will serve as notice of any ACH credits or debits to your account. You agree that we are not required to provide any other notice to you of receipt of funds transfers. You must review your statement and immediately notify us of any unauthorized ACH entries to your account so they can be returned in a timely manner.

International ACH Transactions

Financial institutions are required by law to scrutinize or verify any international ACH transactions (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, result in transactions being blocked, delayed, rejected, or reported as required by law. We are not liable for delays or non-completion of transactions resulting from OFAC or other legal compliance requirements.

ATM Usage

You may use your debit card and personal identification number (PIN) to access your accounts at automated teller machines (ATMs). ATM availability is not guaranteed, and ATMs may be temporarily unavailable due to maintenance, system outages, or circumstances beyond our or another financial institution’s control. You are responsible for safeguarding your debit card and PIN. Do not disclose your PIN to anyone. You agree to notify us immediately if your card is lost or stolen or if you believe your PIN has been compromised.

Fees may apply to ATM transactions. In addition to any fees imposed by us, the owner or operator of a non-Bank ATM may impose a surcharge or other fees. Withdrawal and transaction limits apply and may vary by account type, network, or ATM locations.

ATM withdrawals may not be posted to your account on the same business day the transaction occurs.

Errors or questions about ATM transactions must be reported promptly in accordance with the Error Resolution process and/or Claim of Loss section of this Agreement. As with all financial transactions, please exercise caution and discretion when using an ATM or night deposit facility. ATM safety provisions are included in our *Electronic Funds Transfer Disclosure.*

We do not accept deposits at ATMs.

STOP PAYMENTS

How to Stop Payment

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. To stop a payment, call or write us at the telephone number or address listed in this disclosure. **We must receive your call or written request at least three (3) business days prior to the scheduled payment.** If you call, we may also require you to put your request in writing and deliver it to us within 14 days after you call. Please see our *Personal Fee Schedule* for stop payment fee amount.

When you place your stop-payment order, we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact, your order will not be effective and we will not be responsible for failure to stop payment.

Duration

A stop payment order for a preauthorized ACH debit will remain in effect until the earlier of (1) withdrawal of the stop payment order by you; (2) the return of the debit entry; or, (3) where the stop payment order is applied to more than one debit entry under a specific authorization involving a specific originator, the return of all such debit entries. All other stop payment authorizations, including those for checks, will remain in effect for six (6) months from the date we first receive your stop payment order, unless withdrawn by you. You must contact us and renew a stop payment order if you want to extend it beyond its expiration date. We are not obligated to notify you when a stop payment order expires.

Limitations

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).

Stop payments cannot be placed on debit card and point-of-sale transactions. For payments made through third party payment platforms (e.g., Zelle®) we may not be able to stop payment; you should refer to the terms and conditions provided by the payment platform for stop payment processes and limitations.

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 and expenses, including attorney's fees. You assign us all right against the payee or any other holder of the item. You agree to cooperate with us in any legal action 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.

WIRE TRANSFERS

This Agreement is subject to Article 4A of the Illinois Uniform Commercial Code ("UCC 4A"). The terms "funds transfer," "funds transfer system," "payment order," and "beneficiary" are used in this section of the Agreement as defined in UCC 4A. In general, a UCC 4A funds transfer involves processing a payment order (a type of instruction) for the purpose of making a payment to a beneficiary (a person or entity receiving the payment). Funds transfers to or from your account will be governed by the rules of the funds transfer system through which the transfers are processed, in addition to applicable law. Wire transfers are not Electronic Fund Transfers and are not governed by the *Electronic Fund Transfer Disclosure* provided separately.

Payment Order

You are solely responsible for the content of each wire transfer request and the accuracy and completeness of the information contained therein. We will rely on the information contained in the wire transfer request in carrying out your instructions, which shall be deemed your "payment order" as defined in UCC 4A. No instructions or other restrictions accompanying your payment order shall be effective unless expressly accepted and agreed to in writing by us. We may in our sole discretion, but are not obligated to, require evidence of the authority of the person submitting the payment order to act for the named customer before accepting it for processing. Except as required by law, we reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically, or in writing. We may limit the availability of our wire transfer services at any time, at our sole discretion. We are not liable to you for any loss you may incur as a result of our rejection of a payment order.

Reliance on Information Provided

Before initiating any funds transfer, you should carefully review the account numbers you provide on the payment order. You agree that we, and any bank or intermediary involved in processing your payment order, are entitled to rely on the account number and bank identification numbers provided by you without any obligation to look at the name of the beneficiary or bank which may also appear in the payment order, even if the number identifies a person different than the named beneficiary or bank. If you provide an incorrect account number or bank identifier for the recipient, the funds transfer may be misdirected, resulting in the loss of funds. We have no obligation to detect errors and no liability for any incorrect or missing information in your payment order. Unless specifically required by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary is not our responsibility.

Security Procedures

We offer certain security procedures for wire transfers, including a call back or verification of the payment order. Some elements of the security procedures will vary depending on the method you use to initiate a wire transfer. Your submission of a payment order constitutes your agreement that our security procedures are sufficient and commercially reasonable. You understand that our security procedures are used to verify the authenticity of your payment order, and not to detect errors in or prevent duplicative payment orders. You agree that we are not obligated to accept any payment order that is communicated to us other than in compliance with our approved methods and procedures, and we are not liable for refusing to act on a payment order that we do not accept. You further agree that any payment order that we act on in good faith in compliance with our security procedures, whether or not in fact authorized by you, will constitute an authorized funds transfer.

Rejection of Funds Transfer

We may in our sole discretion refuse to accept a payment order, including when there are insufficient funds in the account, or the payment order fails our security procedures, or we are otherwise unable to verify its authenticity. If we decide not to accept a payment order, we will attempt to notify you, but we shall have no liability for delay or failure to do so. We will also attempt to notify you if a funds transfer is returned to us after its execution, but shall have no liability by reason of our delay or failure to do so. We are not obligated to re-send a funds transfer that is returned to us if we complied with the original payment order.

Payment of Your Order

If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We may charge fees for sending or receiving a wire transfer. Please see our *Personal Fee Schedule* for fees related to wire transfer services. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible for paying us any expenses and charges for our services.

Cut-off Times

If your payment order is received prior to 4:00 p.m. Central Time (CT) (3:30 p.m. CT for international wires) on a business day and is verified through our security procedures, the payment order may be processed the same business day. If it is received on or after 4:00 p.m. CT (3:30 p.m. CT for international wires) or on a non-business day, the payment order may be processed the next business day.

Cancellation or Amendment of Payment Orders

We have no obligation to amend or cancel a payment order after we receive it from you. In many cases, after a payment order is processed, we have no ability to cancel it. However, if you ask us to amend or cancel a payment order, we may make a reasonable effort to act on your request provided it complies with our security procedures, and we may charge a fee for doing so. We are not liable to you if, for any reason, the payment order is not amended or canceled. Any losses to you resulting from a payment order you authorized are not our responsibility. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

Receiving Funds Transfers

We will notify you about funds transfers credited to your account by listing them on your account statement. In some cases, we also may notify you electronically or in writing. Funds transfers are credited based solely on the account number specified on the payment order even if the name on the payment order differs from the name on the account. If you are receiving a funds transfer that was sent in a foreign currency, the funds will be converted to U.S. dollars by an intermediary or correspondent bank before receipt by us and your account will be credited in U.S. dollars. The foreign currency exchange rate may include a spread, commission and other costs, and may differ from rates quoted elsewhere.

Wire Errors

You agree that all funds transfers will be reflected on your periodic statement and we are not required to provide you with a separate notice of incoming or outgoing wires. You should review your statement promptly for any discrepancies, unauthorized transactions, or errors in connection with any funds transfers. This section does not cover any wire requests authorized by you, even if you later determine the request should not have been made or submitted, and attempt to cancel or amend it.

You must notify us as soon as possible but not later than 60 days after we send or otherwise make your statement available to you, if you think a wire transaction shown on your statement is incorrect or unauthorized. However, we are not required to credit or adjust your account for any loss of interest or interest equivalent if you do not notify us within 14 days after the date you receive the first notice or statement on which the incorrect or unauthorized domestic wire transaction appears. You will be liable to us for any losses we may incur as a result of your failure to notify us within the time period set forth herein. If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

Limitation of Liability

You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order. Except as required by law, our liability for any act, delay or failure to act shall be limited solely to direct resulting loss, if any, which you incur, and payment of interest, if applicable. Except as required by law, we will not be liable for any damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages. We are not requiring you to waive any of your rights under federal or state consumer protection laws.

International Remittance Transfers

As permitted by us and applicable law, you may send international wire transfers for personal, family or household purposes (an “international remittance transfer”). For international remittance transfers, you will be provided with certain disclosures required by federal law during the transfer process, which include, among other disclosures, certain error resolution and cancellation rights. To the extent the provisions in this section are inconsistent with the disclosures provided to you for an international remittance transfer, the provisions of such disclosures at the time of transfer shall govern. Please see our *Personal Fee Schedule* for fees related to international wire transfer services.

RECEIVING REAL TIME PAYMENTS (“RTP”)

The RTP networks allow for RTPs between accounts at financial institutions located in the United States that are participating in the RTP network. In addition to the terms of this Agreement, RTPs that we receive for credit to your account will be governed by the system rules of the applicable RTP payment network. The terms “sender,” “receiver,” and “sending participant” are used here as defined in the system rules governing the applicable RTP network.

RTPs may be made only in U.S. dollars and transaction limits may apply. RTPs can be received every day of the year, 24 hours a day, subject to scheduled maintenance, as permitted by the applicable RTP network rules. We are not required to give you a separate notice of our receipt of a RTP. We will report RTP credits to your account on your next regular periodic statement. You also can contact us during normal business hours to determine if a RTP has been credited to your account.

RTPs cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of a RTP received for credit to your account, we may notify you of that request. While you are not obligated to comply with any such request for return of funds, any conflict and resolution is between you and the sender of the RTP. If you do not wish to accept a RTP credit received to your account, you may request that we return such payment to the sender. We may, at our sole discretion, attempt to honor such request, but will have no liability for our failure to do so.

PROCESSING ORDER POLICY

Processing Order of Items

The order in which items are paid from your account 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 that overdraw your account or that are returned unpaid and the amount of fees you may have to pay.

We have the right to process and post items that we receive for payment from your account in any order that we determine in our discretion, **regardless of the order in which the items occur or we receive them.** The order in which we process and post items to your account can be affected by the manner in which we receive them and whether we authorize those items for payment at or before the time that we receive them. For example, we authorize some items, such as Point-of-Sale purchases and other debit card transactions, when you initiate them, but we may not receive those items from the merchant for several days. We receive and authorize other items for payment, such as ATM withdrawals and online transfers of funds, at the time you initiate them. There are other items that we don’t know about until we receive them, such as checks and most ACH payments, and we don’t authorize their payment until after we receive them. We have the right to give preference to items and other debits payable to us (such as loan payments and service fees and charges). Your account statement may not report credits and debits in the order in which we posted them to your account.

To assist you in managing your account, we are providing you with the following information regarding how we process those items. We reserve the right to change the order in which we pay items at any time at our discretion. Transactions can be posted to your account in two different ways: (1) in “real time” as the transaction occurs on a given banking day or (2) in a group or “batch” throughout the day and during nightly processing.

Posting in Real-Time

We post to your account the following credit and/or debit transactions in real time as the transactions occur on a given banking day:

- ATM Transactions
- Debit Card Point-of-Sale Transactions
- Zelle Transactions and Real Time Payments (RTPs)
- Internal Transfers scheduled through Online Banking or Mobile Banking
- Checks that are drawn on us deposited at one of our branches
- Wire Transactions
- Transaction fees, such as for wire transfers, ATM withdrawals, and stop payment orders are posted directly following the transaction that generated the fee.

Posting in Batch Throughout the Business Day

We post to your account the following transactions in a batch process throughout each business day. The order we use for posting these transactions in batch is as follows:

Credits

- ACH Transactions
- Remote Deposit Capture Deposits, Mobile Deposits, Lockbox Deposits

Debits

- ACH Transactions – which includes preauthorized withdrawals, checks you write that are converted by the payee to electronic transactions, online bill payments processed electronically
- In-clearing checks presented for payment on your account are posted in check number order, unless the check is presented direct to the bank for payment, in which case we post those checks in real time
- Monthly, recurring, and other non-real time fees or payments, such as overdraft fees and/or monthly maintenance fees, if applicable

Transactions are processed in the order described above. Transactions are not processed in the order that you initiate the transactions or in the order that we receive them. We cannot control how long a merchant takes to present a transaction for final payment or settlement, or the transaction type the merchant presents for final payment or settlement.

INSUFFICIENT FUNDS AND OVERDRAFTS

It is your responsibility to know if there are sufficient available funds in your account before you write a check, make a cash withdrawal at an ATM, make a purchase with your debit card, or issue, initiate or authorize any other item for payment from your account. It is important that you carefully monitor your available balance and current balance.

Determining Your Available Balance

We use an **available balance** method to determine if there are sufficient funds in your account to pay an item or debit transaction. The available balance reflects deposits and transactions that have been posted to your account and transactions that have not settled or posted to your account, including the following:

checks you have written, if applicable; deposit holds; and debit card transactions that have been authorized but not yet settled/posted and paid (i.e., preauthorization holds). **It is important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction. Your available balance may not reflect all your outstanding checks, bill payments that you have authorized, or other outstanding transactions that have not been finally paid from your account.** These pending transactions and holds reduce your available balance. You can avoid insufficient funds and overdraft charges (as applicable to your account) by making sure that your available balance is always sufficient at the time all items, withdrawals, and payment transactions are presented to us for payment (including items that you have authorized but have not yet been presented to us for payment.)

Regardless of whether a transaction remains pending or whether the transaction is reflected in your available balance, all transactions are processed and paid in accordance with the Processing Order section of this Agreement and may overdraw your account and incur fees if you do not have sufficient funds when the transaction is presented for final payment and paid or returned by us. **The best way to know how much money you have and avoid paying overdraft fees is to record and track all your transactions closely.**

Temporary Debit Authorizations

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. You are solely responsible for ensuring that your account maintains a sufficient balance to cover all transactions. If a- Point-of-Sale transaction results in a negative balance, you must promptly restore your account to good standing in accordance with our account policies.

Maintaining A Positive Balance

You agree not to overdraw your account. You agree to monitor your account balance(s) to ensure an overdraft does not occur. It is your responsibility to maintain an account with sufficient available balance to pay presented items and transactions. You can review your balance in several ways, including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

How We Will Treat Insufficient Balances

If your available balance is not sufficient to cover an item at the time of posting, the item will be posted provisionally to your account pending our decision to return or pay the item. We have the right, in our sole discretion, to either (1) reverse the provisional posting of the item to your account and return the item to the payee as unpaid for insufficient funds, or (2) pay the item and create an overdraft in your account. After an item, such as a check or ACH transaction, is returned due to insufficient funds, we may receive one or more additional requests to pay the intended payee. Each such subsequent request is a separate item, and we may assess and debit overdraft related fees for each request. Please see our *Personal Fee Schedule* for details.

If we pay an item and create an overdraft in your account, you must immediately repay that overdraft and any overdraft charge you incurred. You must also reimburse us for all costs and expenses (including attorneys' fees and expenses to the extent permitted by applicable law) that we incur in attempting to recover that overdraft and service charge from you. If your account is a joint account, then each accountholder is responsible for the repayment of all overdrafts in the account, all related service charges, collection costs and expenses. Each joint accountholder is responsible for overdrafts and related fees regardless of which accountholder issued, initiated, authorized, or benefited from the proceeds of the item that created the overdraft. In addition, we may exercise our right of setoff against any other accounts you or any joint owner maintains with us, and we may apply any later deposits (including deposits of Social Security or other government benefits) made to any account that you or any joint accountholder maintains with us to pay for the overdrafts and any service fees and other charges.

We will generally send you a notice after an item has been presented to us for payment that creates an overdraft; however, we will not be liable to you if we fail to send you such notice. You will incur, and we may debit from your account, a charge against your account for each item we return for insufficient funds and each overdraft as specified in your corresponding Fee Schedule. You agree that we will not be liable if we dishonor your other items because of insufficient funds in your account resulting from our assessing and debiting such charges, or because of the order in which we pay your items, or because of authorization hold(s). Applicable charges for items we return for insufficient funds and charges for overdrafts may be subject to a daily maximum as established by the Bank and reflected on our *Personal Fee Schedule*.

If you are a personal banking customer and your available balance is not sufficient, we are authorized to take the following actions based on transaction type:

- **ATM and "One-Time" Debit Card Transactions**. We generally will not authorize an ATM withdrawal from your account if your available balance shows that allowing the withdrawal would create an overdraft. We also generally will not authorize a "one-time" debit card transaction (also known as an "everyday" debit card transaction) against your account if your available balance shows that allowing the payment would create an overdraft. We reserve the right, on a case-by-case basis and in our sole discretion, to authorize and pay any ATM or debit card transaction, even if it would create an overdraft, but we will not assess an overdraft charge against your account. However, you must immediately repay any resulting negative balance.
- **Items other than ATM and "One-Time" Debit Card Transactions.** We reserve the right to take the following actions, without prior notice to you, if we receive an item other than an ATM or "one-time" debit card transaction for payment from your account and your available balance is not sufficient to pay the item: (1) We may decline to pay the item and return it unpaid (you will not incur an insufficient funds charge); or (2) We may pay the item and create an overdraft in your account, and you may incur an overdraft charge.

We are not obligated to pay any item that would create an overdraft. The fact that we pay an item and create an overdraft in your account one or more times does not mean we will continue to do so. We are not required to notify you in advance if we change how we handle payment of any item that would create an overdraft. Applicable charges for insufficient funds and overdrafts are reflected on our *Personal Fee Schedule*.

Overdraft Protection Through Companion Accounts

If you enroll in our Overdraft Protection Through a Companion Account service, you may link your checking account to another qualifying deposit account maintained with us (a "Companion Account") to cover overdrafts in your account. By enrolling in this service, you authorize the Bank, in its discretion, to transfer available funds from the Companion Account to your checking account when the available balance in your checking account is insufficient to pay a transaction. Transfers will be limited to the available balance in the Companion Account, transfer limitations, service fees, or other restrictions established by us or required by law. The amount transferred may be a predetermined increment amount required (ex. minimum of $25) or the exact amount necessary to prevent or cure the overdraft, as determined by us and subject to available funds in the Companion Account. Not all account products are eligible for companion accounts, and eligibility may be subject to change. Any applicable fees or charges associated with these transfers are disclosed in our *Personal Fee Schedule*, as amended from time to time. **In order to set up companion accounts you must contact us to enroll; this protection is not offered automatically.**

Funds Availability

Please see our *Funds Availability Policy* for information on when different types of deposits will be made available for withdrawal. For an account 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 its deposit are available for withdrawal. In that case, we will reverse the credit for 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.

STATEMENTS

We will make available to you an Account Statement for each applicable statement period, which will reflect account activity, transactions, and other information regarding your account. Account Statements will be provided by mail unless you have consented to receive statements electronically, in which case your Account Statement will be made available through our online banking service. If you receive Account Statements electronically, we will send notice to the email address on file when your Account Statement is available for review. If you do not receive an Account Statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

Regardless of the number of account owners, we generally only communicate with one owner per account. Account statements and notices are sent to the first-titled owner on an account. Certain accounts are managed by fiduciaries or individuals who receive Account Statements. Notification given to any one account owner, signer or fiduciary is considered notification to all account owners. Account Statements may also include important legal notices, disclosures, or other communications, which may be provided as statement messages, statement inserts, or through other permitted means.

We may change the statement period and fee period assigned to your account without advance notice. If your account is interest-bearing, these changes won’t affect interest calculations, but they may affect the date we post interest to your account.

YOUR DUTY TO NOTIFY US

Your Responsibility to Promptly Review Your Statements

You are responsible for promptly examining your account statements and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. **Please read this section carefully. Time limits for notification are set forth below.**

Your Duty to Report Unauthorized Signatures (Including Forgeries and Counterfeit Checks) and Alterations on Checks and Other Items

You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations:

(1) You must notify us in writing within **30 days** from when the statement is first sent or made available to you; and
(2) Your notice must include your name, account number, and the items and relevant facts of the unauthorized items, including dollar amounts.

If you do not notify us in writing within the required time period, you are precluded from recovering any amount that you later claim was unauthorized with respect to an item reflected on that statement. 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).

We will not be liable for any check that is altered or any signature that is forged unless you notify us within 30 calendar days after the statement and the altered or forged item(s) are made available. If the same person commits a series of forged or altered checks involving your account, you must notify us in writing within thirty (30) days of your receipt of the first statement containing a description of any such irregularity. Otherwise, your account statement will be deemed to be correct, and you will not be able to recover from us payments that you later claim were unauthorized.

You further agree that if you fail to report any unauthorized signatures or alterations 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 the 30-day limitation contained above.

Your Duty to Report Other Errors or Problems

In addition to your duty to review your statements for unauthorized signatures and alterations, 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 endorsements 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 information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your *Electronic Fund Transfer Disclosure* and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your Substitute Check Disclosure titled *Substitute Checks and Your Rights*.

Errors Relating to Wires

For information on errors relating to wires, see the Wire Transfers section above under Wire Errors.

Duty to Notify if a Statement is 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 fraud or identity theft. Absent to a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this Agreement.

Fraud

If you are concerned about suspected fraudulent use of your accounts, please contact us **immediately** by calling the phone number on your Servbank statement or the Contact Us section of this Agreement.

Changes in Name and Contact Information

You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check re-order form is not sufficient. We will attempt to communicate with you only by using the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

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 court) incompetent. We may continue to honor your checks, items, and instructions until:

1. We know of your death or adjudication of incompetence; and
2. 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 interest in the account.

CLAIM OF LOSS

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer; the error resolution procedures for consumer electronic fund transfers can be found in our *Electronic Fund Transfer Disclosure*. For other transactions or claims, if you claim a credit or refund because of 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 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 from 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.

ACCOUNT SECURITY

Your Duty to Protect Account Information and Methods of Access

We may require various methods of authentication to verify your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. Processes for verifying your identity may vary depending on whether they are online or in person. Identification may be documentary or physical and may include biometric information. Biometric data is stored locally on your personal device and is not available to or retained by Servbank.

It is your responsibility to protect the account numbers and electronic access devices we provide you for your accounts. You should safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority access to your accounts on your behalf, you should exercise caution and ensure the trustworthiness of that person or agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money and account. If you furnish your access device or information and grant access to make transfers to another person who 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 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 take precautions to safeguard 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.

Instructions From You

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

Monitoring and Recording Telephone Calls and Account Communications

Subject to federal and state law, we may monitor or record public phone calls for security reasons, to maintain a record, and to ensure that you receive customer service in line with our core values. 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 occasionally via telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or you may subsequently provide us. You acknowledge that the number we use to contact you may be assigned to a service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us. If you change any of your contact preferences, it is your responsibility to keep your account records up to date with us.

ACTIONS AFFECTING YOUR ACCOUNT

Legal Actions

If we are served a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account ("legal action"), we will comply with that legal action as required by applicable law. Nothing in this Agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may in our sole discretion, choose to freeze any assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if 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 and applicable law. Any fees or expenses incurred in responding to any legal action may be charged against your account, unless otherwise prohibited by applicable law.

Unlawful Internet Gambling Notice

Restricted transactions as defined in 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.

Reimbursement of Federal Benefit Payments

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 available legal remedy to recover the amount of our liability.

Setoff

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. 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 because of our exercise of our right of setoff.

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 a period 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.

Inactive and Dormant Accounts

Your account must have customer-initiated activity to remain in an active status. If your account does not meet this criteria for a minimum of 12 months, the account may become inactive.

If your account does not have customer-initiated activity for a minimum of 24 months, we may consider your account dormant, and you won't be able to perform many of your day-to-day banking activities.

If you do not have customer-initiated activity on your account for an extended period, your account may be considered abandoned property. We may be required to close your account and treat it as abandoned property in accordance with applicable law.

REPORTING INFORMATION TO FEDERAL AND STATE TAXING AUTHORITIES

When required by law, we report information to federal, state and local taxing authorities on interest and other forms of income you receive, including the cash value of prizes or awards you may win in connection with contests, promotions, or sweepstakes we offer.

Important Tax Information

When you apply to open an account, we are required to obtain U.S. tax certification from each account owner. If U.S. tax certification is not provided, the account will be subject to backup withholding. An account must not be subject to backup withholding to be eligible to participate in most account promotions – please refer to the separate promotion terms and conditions, if applicable.

U.S. persons are required to furnish or have a valid Form W-9 (Request for Taxpayer Identification Number and Certification) on file with the Bank. Foreign individuals are required to furnish or have a valid Form W-8BEN (Certificate of Foreign State of Beneficial Owner for United States Tax Withholding and Reporting (Individuals) on file with the Bank, and foreign entities are required to furnish or have a valid Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities) on file with the Bank.

Interest received by U.S. persons will be reported on IRS Form 1099-INT for the year received, as required by applicable law. Interest paid to non-U.S. persons will be reported on IRS Form 1042-S for the year received. If 1099 reporting is required, we will issue a 1099 to the first titled owner on the account. For jointly owned accounts that include both the U.S, owner, and a foreign owner, we will issue the 1099 to the U.S. owner.

Foreign Account Tax Compliance Act

To be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as "FACTA"), a U.S. federal tax law, we may contact you and request additional information and/or documentation. Please understand that we do not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FACTA. We are not in the business of providing tax advice; you should not rely upon us to determine the impact of FACTA on your business activities or what your own compliance obligations are under FACTA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FACTA compliant. Your failure to comply with FACTA may result in restricted access or withholding taxes from interest payments due to you.

ADDITIONAL TERMS AND CONDITIONS

Amendments and Termination

We may amend or delete any term of this Agreement. We may also add new terms to this Agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method. 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 becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this Agreement. However, such waiver shall not affect our right to enforce the term later. If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

Correction of Clerical Errors

Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the Statements section.

Notices

Any written notice you give us is effective when we receive it, and it must be given to us according to the delivery instructions provided at the end of this Agreement. We must receive any notice in time to have a reasonable opportunity to act on it. If a 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 number, amount, date, and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

Language

English is the controlling language governing your account. As an example, the English version governs this Agreement. If your preferred communication language is other than English, we may not be able to accommodate your language preference at all our branches or for all products and services. As a courtesy, at your request and for your convenience only, when you open an account, we may be able to provide you with services in your preferred language. Please note that other than Spanish, account communication may not be available through language interpretation services.

CONTACT US

If you have any questions or complaints that cannot be resolved at the Branch, please contact us via the below channels:

Servbank, N.A.
ATTN: Banking Operations
3138 E. Elwood Street
Phoenix, AZ 85034

Telephone: 844-201-1662

Email: CustomerSupport@Servbank.com