

# DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

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This Deposit Account Agreement and Disclosures, which includes the interest rate information and fee schedules (collectively, the **“Agreement”**), outlines the terms and conditions that govern the deposit account (**“Account”**) available from New York Community Bank, a division of Flagstar Bank, N.A., Member FDIC (**“Bank”** or **“NYCB”**) through HM Bradley, Inc., its authorized program manager (**“HMBradley”**). **“We”**, **“our”**, and **“us”** refer to the Bank, our successors, affiliates, or assignees. **“You”** and **“your”** refer to the owner of the Account. You and anyone else identified as an accountholder on the Account agree to be bound by the terms of this Agreement.

## ARTICLE I. DEFINITIONS

Unless defined elsewhere in this Agreement, the following terms, regardless of whether they are capitalized, have the following meanings:

**“Account”**: Any deposit account you open with the Bank through HMBradley, including the Primary Account and any Plans. Unless specifically stated otherwise in this Agreement, any reference to an Account means, collectively, the Primary Account and any Plans.

**“ACH”**: Automated Clearing House.

**“ACH Payment”**: An ACH payment, or automatic payment, is an electronic deposit to, or withdrawal from, your Account that we receive or send through the ACH Network. Direct Deposits of your payroll and your one-time or recurring payments are examples of ACH Payments.

**“ACH Network”**: The ACH Network is a funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

**“APY”**: Annual Percentage Yield.

**“Automated Teller Machine”** or **“ATM”**: A machine that allows you to make cash withdrawals from your Account and view your Account information.

**“Available Balance”**:

- (a) For the Primary Account: The amount of your previous day’s balance in your Primary Account MINUS: (i) pending charges that we authorized or are legally obligated to pay or have already paid, such as debit card purchases, electronic payments or other transactions that were initiated with your Primary Account, (ii) the amount of deposits in your Primary Account that are not yet available for withdrawal under our [FUNDS AVAILABILITY POLICY AND DISCLOSURES](#), (iii) balances in any Plans; and (iv) the amount of any legal holds on your Primary Account.
- (b) For Plans that have a unique account number associated with it: The amount of your previous day’s balance in the respective Plan MINUS: (i) pending charges that we authorized or are legally obligated to pay or have already paid, such as debit card purchases, electronic payments or other transactions that were initiated with the respective Plan account number, (ii) the amount of deposits in the respective Plan that are not yet available for withdrawal under our [FUNDS AVAILABILITY POLICY AND DISCLOSURES](#), (iii) the Primary Account balance; and (iv) the amount of any legal holds on the respective Plan.

**“Business Day”**: Any day except Saturdays, Sundays, Federal holidays, and any day the Bank is not open for business.

**“Check”**: A written order to pay a specific amount of money drawn on, payable through, payable at, or processed by a bank or other depository institution. If a Check is sent or returned as an electronic image or as a Substitute Check, it still is a Check.

**“Credentials”**: Has the meaning given to it in [Section 6.02](#).

**“Custodian Bank”**: Has the meaning given to it in [Section 5.01](#).

**“Debit Card Transaction”**: Any transaction using a debit card or debit card code or token. A Debit Card Transaction may be either a non-recurring, one-time purchase transaction (such as a purchase at a restaurant), or a recurring payment (such as a cellphone bill).

**“Deposit Network Service”**: Has the meaning given to it in [Section 5.01](#).

**“Direct Deposit”**: An automatic electronic deposit made through the ACH Network to your Account by a third party (such as an employer issuing payroll or a government paying benefits).

**“Dollar” or “\$”**: U.S. dollar.

**“Electronic Funds Transfer” or “EFT”**: Any transfer of funds, other than a transaction originated by Check, draft, or similar paper instrument, that is initiated through an electronic terminal, telephonic instrument, computer, electronic device (including tablets, mobile devices, or cell phones), the Internet, EuroPay, MasterCard and VISA chip (EMV chip), or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit your Account.

**“Endorsement”**: A signature, stamp, or other mark made on a Check to transfer the Check to another person (i.e., negotiation) or for deposit to your Account.

**“Error”**: Has the meaning given to it in [Section 7.04\(a\)](#).

**“FDIC”**: Federal Deposit Insurance Corporation.

**“Individual Account”**: Has the meaning given to it in [Section 2.02\(a\)](#).

**“Item”**: Any Check, ACH Payment, Direct Deposit, payment order, funds transfer, online banking transaction, wire transfer, ATM withdrawal, debit card purchase, fee, charge, or other amount that is added to or subtracted from your Account balance.

**“Joint Account”**: Has the meaning given to it in [Section 2.02\(b\)](#).

**“Legal Process”**: Any document issued by a court of competent jurisdiction, including documents that appear to require us to hold or pay out funds from your Account, including a garnishment, attachment, execution, levy, or similar order.

**“Mobile Banking Services”**: Our online banking services available for accounts that can be accessed through our mobile and tablet applications, which we may add, remove, change, or revise our Mobile Banking Services offered from time to time.

**“NACHA”**: National Automated Clearing House Association.

**“NACHA Rules”**: The then-current Operating Rules published by NACHA.

**“NCUA”**: National Credit Union Administration.

**“Network Bank” or “Network Banks”**: Has the meaning given to it in [Section 5.01](#).

**“Online Banking Services”**: The online banking services available for Accounts that can be accessed at [www.hmbradley.com](http://www.hmbradley.com), which we may add, remove, change, or revise from time to time.

**“Overdraft”**: The amount of an Item or Items presented to us on a Business Day that exceeds the Available Balance.

**“Overdrawn”**: When your Account has a negative balance and there are not sufficient funds in the Account available for ACH debits, to pay Items, or make withdrawals.

**“Plan”**: A sub-account of your Primary Account that you designate for a specific purpose.

**“POD”**: Has the meaning given to it in [Section 2.02\(c\)](#).

**“Posting Order”**: The order in which we generally apply deposits and withdrawals to your Account (both the Primary Account, and, if applicable, any Plan with an account number) each Business Day, which is described in [Section 3.12](#) of this Agreement.

**“Preauthorized Electronic Fund Transfer” or “Preauthorized EFT”**: An EFT authorized in advance to recur at substantially regular intervals.

**“Primary Account”**: Refers to the main Account that allows deposit customers to manage multiple Plans to manage their funds at Bank more efficiently.

**“Remote Check Capture”**: Transmitting images of physical Checks through the Remote Check Capture Services.

**“Remote Check Capture Services”**: Has the meaning given to it in [Section 6.07\(n\)\(i\)](#).

**“Remotely Created Item”**: An Item created by the payee and not signed by the drawer accountholder.

**“SMDIA”**: Has the meaning given to it in [Section 5.02](#).

**“SMS”**: Short message service.

**“Substitute Checks”**: As defined in 12 CFR Part 229 Subpart D.

**“Text”**: A short electronic message sent to and received by a mobile phone.

**“Third-Party Service Provider”**: Has the meaning given to it in [Section 5.01](#).

**“Transfer Order”**: Has the meaning given to it in [Section 11.02](#).

**“Trust Account”**: Has the meaning given to it in [Section 2.02\(c\)](#).

**“Unauthorized Electronic Fund Transfer” or “Unauthorized EFT”**: An EFT from your Account initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit. The term does not include an EFT initiated (a) by a person who was furnished the access device to your Account by you; or (b) with your fraudulent intent or any person acting in concert with you. “Access device”, for the purpose of this definition, means a card, code, or other means of access to your Account, or any combination thereof, that may be used to initiate an EFT.

**“U.S.”**: United States of America.

## ARTICLE II. ACCOUNTS, ACCOUNT RESTRICTIONS, INTEREST, AND IRS REPORTING

### Section 2.01 Accounts Offered, Opening, and Eligibility

#### (a) Interest Deposit Accounts

The Bank offers interest deposit accounts, which allow you to make deposits by Remote Check Capture, ACH Payment, transfer from another account at the Bank, or wire transfer. A minimum deposit of one hundred Dollars (\$100) is required to open an Account. You agree to use your Account primarily for personal, family, or household purposes and not business purposes.

#### (b) Eligibility

All U.S. citizens, legal resident aliens, and non-resident aliens with temporary visas who are eighteen (18) years or older, have a U.S. physical street address, and have a Social Security number from the Social Security Administration or a Taxpayer Identification Number from the Internal Revenue Service may apply for an Account. You authorize us to use reports from credit reporting agencies or information from third parties to determine your eligibility to open an Account. Access to your Account is determined by the most current account information in our deposit records.

### Section 2.02 Account Types

#### (a) Individual Account

An Account that lists only one (1) natural person as the accountholder ("**Individual Account**").

#### (b) Joint Account

An Account that lists no more than two (2) natural persons as the accountholders ("**Joint Account**"). Each joint accountholder has complete control over all the funds in the Account. Each joint accountholder is liable for the full amount if the Account is Overdrawn. If one joint accountholder requests that we not pay Items authorized by the other joint accountholder, we will refuse to pay all Items, including Items authorized by the joint accountholder making the request, and we will not release the refusal to pay all Items unless both joint accountholders agree in writing to remove the order to refuse pay Items. We will not be liable to either joint accountholder for Items we paid before the request. Regardless, both joint accountholders are obligated to pay for any Items deducted from the Account. Any joint accountholder may close the Account without the consent of the other joint accountholder. No accountholder can remove the other accountholder from the Joint Account. We also may pay all or any part of the funds in the Joint Account to a court or government agency if we receive a garnishment, levy, or similar legal process that identifies either of the joint accountholders. Except in states that treat Joint Accounts as tenants in common accounts or marital accounts (if held by married persons), all Joint Accounts are established as joint tenants with rights of survivorship. This means that if one joint accountholder dies, the balance of the Account is available for withdrawal only by the surviving joint accountholder. Except in states that treat joint accounts as tenants in common or as marital accounts, the estate of the deceased accountholder is not permitted to withdraw funds from the Account and has no rights to the Account.

#### (c) Payable on Death Account and "In Trust For" Accounts

As an individual or as a joint accountholder, you may open an Account and designate or style it as a "Payable on Death" Account ("**POD Account**") or an "In Trust For" Account ("**Trust Account**"). POD Accounts and Trust Accounts allow you to designate a beneficiary or beneficiaries. After your death, we pay the funds in your POD Account(s) and Trust Account(s) to the designated beneficiaries. If the POD Account or Trust Account is a Joint Account, we will pay the funds to the designated beneficiary or



beneficiaries after the last surviving joint accountholder's death. We make no representations about whether the designation of an Account as a POD Account or Trust Account complies with state law where you reside or are domiciled, and you are solely responsible for determining whether the Account designation or styling of your Account complies with applicable state law requirements for establishing POD accounts or Trust accounts.

(d) Powers of Attorney

A power of attorney is a document you sign that authorizes someone else to act on your behalf. If you sign a power of attorney, the person you authorize (usually called the "agent") can sign on your behalf and do anything you could do regarding the Account, including withdrawing all the money in the Account. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, particularly if we suspect fraud or abuse on your Account, unless state law requires us to accept the power of attorney. We may also refuse an agent's request to become a joint accountholder or a beneficiary of an Account. An agent's power of attorney on an Account is terminated when the accountholder dies.

Section 2.03 Account Restrictions: No Check Withdrawals from Your Account Are Permitted

Check writing is not an available feature of your Account. We will not issue you Checks for this Account, and you are not permitted to write Checks drawn on your Account. You agree you will not create physical Checks for use with this Account by imprinting Check stock with the routing and transit number of the Bank, the Bank's name, and your account number. If such a Check is presented to us for payment, we consider such Item unauthorized and we will dishonor the Check without prior notice to you and may close your Account. Notwithstanding this [Section 2.03](#), we may issue a Check to a payee on your behalf.

Section 2.04 Interest: Interest Rates, Interest Rate Changes, Calculation and Payment

(a) Actions Required to Obtain Interest Rates and APYs

From time to time, we may require you to take certain actions and specify certain conditions to obtain a specified interest rate and APY on your Account. We will publish the required actions and conditions on <http://www.hmbradley.com/APYs-NYCB>.

(b) Changes to Interest Rate

We may prospectively change the interest rates and APY at any time in our discretion. We will publish any changes to the interest rates and APYs and the effective dates of any changes on <http://www.hmbradley.com/APYs-NYCB>.

(c) Calculation and Payment

We use the daily balance method to calculate the interest on your Account. This method applies a daily periodic rate to the balance in the Account, and interest that has been accrued to the Account, each day. We calculate the daily periodic rate by dividing the applicable interest rate by three hundred sixty-five (365) days (even in leap years). We multiply the daily periodic rate by the daily balance in the Account. Interest for your Account will be compounded daily and credited to your Account on the first day of the month following the statement period during which the interest accrues. Interest begins to accrue on the Business Day we receive credit for your Check deposits. For wire transfers, Direct Deposits, and ACH credits to your Account, interest begins to accrue on the Business Day we receive settlement of your deposit. If you close your Account before interest is credited, you will receive the accrued interest after the end of the statement cycle and after we are able to calculate the interest accrual. We will not pay interest on any deposited Item

that is returned to us unpaid. At the end of each month, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

We do not pay interest on Account balances above five hundred thousand Dollars (\$500,000).

## Section 2.05 IRS Reporting

The Internal Revenue Service (IRS) requires us to obtain from you a valid Social Security number (issued by the Social Security Administration) or Taxpayer Identification Number (issued by the IRS) for each accountholder on an Account to report interest earned on the Account. We will ask you to certify your Social Security number or Taxpayer Identification number during the process of opening an Account. If each accountholder does not certify his or her Social Security number or Taxpayer Identification number, we will not open an account for you.

## ARTICLE III. DEPOSITING FUNDS INTO YOUR ACCOUNT

### Section 3.01 Kinds of Deposits Permitted; External Account Verification

You may make deposits to your Account by ACH Payment, transfers from other accounts held at the Bank, wire transfers, and Remote Check Capture. You cannot make a deposit at an HMBradley office, the Bank corporate office or Bank branches, or through an ATM. When you initiate a transfer from a bank account at another U.S. depository institution to your Account, you authorize us to use a third-party service provider to gather financial information for us concerning your bank account at that other U.S. depository institution, including whether you have access to the bank account and the account balance. The third-party service provider will ask for and obtain your permission and log-in credentials before accessing your account at that other U.S. depository institution.

### Section 3.02 Checks by Remote Check Capture Only

We only accept Checks to process deposits using Mobile Banking Services in accordance with the provisions contained in [Section 6.07](#) of this Agreement. You cannot deposit an Item or Check into your Account using a deposit-taking ATM or by sending Items to us for deposit. If you send an Item or Check to us, we may convert it to a Substitute Check and forward it for payment.

### Section 3.03 No Cash or Foreign Currency Deposits

We do not accept deposits in cash, whether in U.S. or foreign currency, and we do not accept deposits of foreign currency in the form of Checks or wire transfers. Do not mail cash to an HMBradley office or the Bank corporate office or to a Bank branch.

### Section 3.04 Charge Back of Deposited Items Notice of Electronic Deposits

When we receive an electronic deposit to your Account, we will show it on your next statement in the Primary Account or a Plan based on the account number provided for the electronic deposit, and we will not send you a separate notice. You may, however, log onto your Account at [www.hmbradley.com](http://www.hmbradley.com) to determine if we received your deposit and when your deposit will be available for withdrawal. If the bank that sent an electronic deposit to your Account tells us the deposit was made in error or was intended for another customer or Account, subject to [Section 4.07](#), we may deduct the amount from the Primary Account or a Plan based on where the funds were deposited in your Account.

### Section 3.05 [Endorsements](#)

#### (a) [Endorsement requirements](#)

You must endorse the Item “for mobile deposit only at NYCB Bank” on the back of the Check in the one-and-one-half inch (1.5”) area that starts from the left edge when viewed horizontally from the back. If the Check is not endorsed properly and causes us a loss, cost, or expense, we may ask you to reimburse us. You acknowledge that we may supply the missing restrictive Endorsement “for mobile deposit only at NYCB Bank” if you fail to endorse the Check with this restrictive Endorsement, but we are not required to supply the missing restrictive Endorsement.

#### (b) [Missing Endorsements; No Restrictive Endorsements Allowed](#)

If you deposit an Item payable to you, a joint accountholder, or both joint accountholders without endorsing it, we may supply the missing Endorsements for you or treat the Item as if we had endorsed it for you. Regardless, we will send the Item for collection and the effect will be as if you had endorsed the Item. Any conditional or restrictive Endorsements, other than as provided in [Section 6.07](#), on an Item or Check you deposit, or by any endorsing “without recourse” or similar restrictions, will not affect our ability to send the Item for payment.

### Section 3.06 [Refusing Deposits](#)

We may refuse to accept any Item for deposit, or part of any deposit Items, at any time (including after we initially accepted it for deposit). If we refuse a deposit of an Item, we still may send it to the paying bank but will not credit your Account until we have collected funds from the paying bank. We can reverse any amount we credited to your Account balance for a deposited Item and send the Item on a “collection basis” even after we have taken physical possession of the Item. We will not be liable to you for refusing a deposit, even if we decline debit transactions you have already made.

### Section 3.07 [Returned Items](#)

If you deposit an Item and either: (i) the paying bank returns it to us unpaid; (ii) the paying bank or the issuer of an Item demands that we repay them because the Item was altered, forged, or unauthorized, is missing a signature or Endorsement, or has a forged Endorsement; or (iii) the sending bank or the originator of an Item demands that we return the Item because it was unauthorized, sent to the wrong account number, or procured by fraud, we may pay the return Item or comply with the demand, and deduct the funds from your Account balance. If we believe these events have occurred or may occur or that the Item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them. If a deposited Item is returned to us for any reason, we will charge you the “Returned Deposit Item” fee set out in the [FEE SCHEDULE](#).

### Section 3.08 [Cut-Off Time](#)

We set 7:00 p.m. ET as the cut-off time for deposits by ACH transfer and Remote Check Capture; the wire transfer cut-off time for outgoing wires is 2:00 p.m. ET. Any deposits or outgoing wire transfers received after those times will be considered made the next Business Day. Incoming wires will be posted as received, subject to any processing exceptions.

### Section 3.09 [Deposit Receipts](#)

We will confirm the funds you deposit and, after review, may adjust your Account for any Errors.

### Section 3.10 [Collecting Deposits](#)

If you deposit a Check, or we send a Check for collection, we will exercise reasonable care. We are not liable for the lack of care of any third party we use to collect Checks or for Checks lost during transit. We may send Checks to any bank or to the entity on which the Check was written. If we lose a Check, you will use reasonable efforts to help us locate or replace the Check. We have no duty to you to determine whether any Check you deposit is forged, counterfeit, altered, or improperly endorsed.

### Section 3.11 [Remotely Created Items or Checks](#)

You cannot deposit a Remotely Created Item or Check. If you do and we accept it for deposit, you guarantee to us that the accountholder authorized the Item or Check for payment in the amount it shows, and you agree to indemnify us for any losses we incur if the remotely created Item is not authorized.

### Section 3.12 [Posting Order](#)

We follow the following Posting Order within the Primary Account and each Plan: First, we add deposits to your Account. Second, we deduct one-time debit card purchase transactions, online banking transactions, ATM withdrawals, and wire transfers. We deduct these transactions in chronological order using the date and time of each transaction. If we do not know the time of day you made a transaction (for example, for some one-time Debit Card Transactions), we post the transaction at the end of the day. Multiple transactions without a timestamp are deducted beginning with those having the highest Dollar amount and proceeding to those Items having the lowest Dollar amount. Third, we deduct all other Items, including recurring Preauthorized EFTs, beginning with those having the highest Dollar amount and proceeding to the recurring Preauthorized EFTs with the lowest Dollar amount. Last, we assess any incurred fees. For clarification, the Posting Order above applies to the account associated with the transactions, whether it was the account number or debit card for your Primary Account or it was a unique account number assigned to a Plan. The Primary Account and each associated Plan will be treated as separate and distinct accounts, as such once funds are assigned and/or moved to a Plan or to your Primary Account, the funds will only be accessible and available for payments within the Plan or the Primary Account depending on where the funds were moved.

## ARTICLE IV. [PLANS; UNIQUE ACCOUNT NUMBERS FOR PLANS](#)

### Section 4.01 [Funding Plans](#)

To fund a Plan, you must (a) have an Available Balance in your Primary Account that is at least equal to the amount that you want to transfer to a Plan, which will reduce your Available Balance in your Primary Account by the amount that you transfer to that Plan, or (b) deposit funds directly to a Plan directly using the unique account number associated with the Plan.

### Section 4.02 [Transferring Funds Between the Primary Account and Plans](#)

You may, at any time through the Online Banking Services or through the Mobile Banking Services, transfer funds from a Plan back into your Primary Account, which will increase the Available Balance in your Primary Account by the amount that you transfer from the Plan back into your Primary Account and reduce the Available Balance in that Plan by that same amount. Please note, as stated within [Section 3.12](#), the movement of funds will impact the Available Balance within the Primary Account and/or Plan.

### Section 4.03 [Adding a Unique Account Number to a Plan](#)

You may request a unique account number that is only associated with a specific Plan ONLY through the Online Banking Services (adding or deleting an account number associated with a Plan is not available through the

Mobile Banking Services). All Plans are sub-accounts of the Primary Account, even if a unique account number has been created for a Plan.

#### Section 4.04 [Removing an Account Number on a Plan; Third Party Fees for Declined Transactions](#)

You can remove an account number from a Plan at any time through the Online Banking Services or through the Mobile Banking Services. If you have any pending transactions on a Plan in which you request the account number to be removed, we will still honor that transaction. After you remove an account number on a Plan, we have no obligation to accept deposits or pay any outstanding Items associated with that Account number. We may remove an account number to a Plan at any time if we suspect fraud or possible violation of this Agreement, applicable laws, rules, or government regulations. WE WILL HAVE NO LIABILITY FOR REFUSING TO HONOR ANY ITEM OR TRANSACTION ON A PLAN THAT HAD THE ACCOUNT NUMBER REMOVED, AND YOU MAY INCUR FEES CHARGED BY A THIRD PARTY FOR THE TRANSACTION BEING DECLINED AS A RESULT OF THE ACCOUNT NUMBER BEING REMOVED FROM THAT PLAN.

#### Section 4.05 [Available Balances and Overdrafts](#)

Each Plan (as well as the Primary Account) has its own Available Balance. When a transaction is presented to debit a Plan that has unique account number associated it, the Available Balance for that specific Plan must be at least equal to the amount of the transaction (i.e., only the Available Balance for that specific Plan is considered when a debit transaction is presented) otherwise the transaction may be declined and you may incur fees as a result of the transaction being declined. Please note: Funds in the Primary Account or any Plan will not be automatically moved to any Plan or the Primary Account in order to cover a transaction drawn upon the Plan or Primary Account with insufficient funds to cover such transaction.

#### Section 4.06 [Setoffs](#)

In addition to our other setoff rights in this Agreement, if you owe a debt to us (either now or in the future) for removing an account number from a Plan, you grant us the right to setoff that debt against your Available Balance, first, in your Primary Account, then from any other Plan until the debt is fully satisfied.

#### Section 4.07 [Account Numbers Once Removed; Assigning an Account Number to a Different Plan](#)

Once an account number from a Plan is removed, that same account number cannot be re-assigned to that same Plan or any other Plan. Additionally, once an account number is assigned to a Plan, that account number cannot be transferred to a different Plan.

#### Section 4.08 [Eligibility; Limits on Number of Plans with Account Numbers](#)

We will determine if you are eligible to add a unique account number to Plans, and we may suspend or terminate your use of having Plans with unique account numbers at any time without prior notice to you. If you violate the terms of this Agreement, we may remove any or all account numbers associated with a Plan. We can limit the number of Plans in which you can add a unique account number in our sole discretion. If we elect to limit the number of Plans in which you can have a unique account number, we will notify you in advance so you can select the Plans that you want to keep with a unique account number. If you fail to remove the unique account numbers by the date in the notice that we provide to you, we will remove the account numbers from Plans in our sole discretion to the limit provided in the notice.

## ARTICLE V. DEPOSIT NETWORK SERVICE

### Section 5.01 Introduction

From time to time, Bank may deposit some or all the funds in your Account with one or more other depository institutions through a deposit network program (a “**Deposit Network Service**”) administered by Bank or by a third-party service provider (a “**Third-Party Service Provider**”). All depository institutions that participate in a Deposit Network Service (each a “**Network Bank**” and, together, the “**Network Banks**”) are insured by the FDIC or the NCUA. Each account at a Network Bank in which any of the funds in your Account are deposited as part of a Deposit Network Service shall be titled in the Bank’s name or Bank’s agent’s name as custodian and beneficially held to provide deposit insurance coverage to Account customers of Bank. Bank may transfer funds from your Account directly to a Network Bank, or your funds may be placed in the custody of a FDIC-insured custodian bank (a “**Custodian Bank**”) prior to being transferred to a Network Bank. If any of your funds are held at a Custodian Bank, they shall be placed in an account that is titled and beneficially held to provide deposit insurance coverage to Account customers of Bank. Subject to the terms of the [FUNDS AVAILABILITY POLICY AND DISCLOSURES](#), your access to the funds in your Account will not be affected by Bank’s participation in a Deposit Network Service, and you will have full access to your funds in your Account. Your funds that are held at a Network Bank will be governed by the terms of this Agreement in the same manner and to the same extent as funds held in your Account at Bank, including interest rates, fee schedules, and the Funds Availability Policy, but you will not have direct access to any account that is established at a Network Bank or Custodian Bank.

### Section 5.02 Authorizations and Insurance of Accounts

You appoint Bank as your limited agent to provide the Deposit Network Service. Bank may at any time and in its sole discretion effect deposits to and withdrawals from your Account(s) and any accounts established at the Network Banks as part of the Deposit Network Service. You authorize Bank to use one or more Third-Party Service Providers selected solely by Bank to act as your limited agent(s) to provide the Deposit Network Service, including the selection of one or more Network Banks and one or more Custodian Banks as Bank deems suitable for the purpose of providing the Deposit Network Service. Any funds in your Account(s) that Bank or its agents deposits at a Network Bank as part of the Deposit Network Service, and any funds that you hold or are held for your benefit at the same Network Bank by any other means (i.e., not by Bank or its agents as part of the Deposit Network Service) in the same capacity in which you hold the funds in your Account(s), will be eligible for FDIC deposit insurance or NCUA share insurance, as applicable, in the aggregate up to the Standard Maximum Deposit Insurance Amount (“**SMDIA**”) in effect under FDIC or NCUA regulations, which is currently at least two hundred fifty thousand Dollars (\$250,000) per depositor.

HMBradley will publish and maintain a current list of participating Network Banks at <http://www.hmbradley.com/network-banks>. But it is your responsibility to monitor your Accounts and to notify Customer Service by contacting us at <https://support.hmbradley.com/> if the aggregate balance of funds you beneficially own at each Network Bank exceed the SMDIA, and take appropriate action regarding the funds you own outside your Account at a Network Bank. Upon Bank’s receipt of your request, Bank will, within a reasonable period of time, limit or lower the amount of your funds held, or avoid holding your funds, at any Network Bank at which you inform us that your aggregate deposits may exceed the SMDIA.

### Section 5.03 Records of Account Balances at Network Banks

Bank and its agents will maintain records of the balance that each depositor of Bank beneficially holds at each Network Bank.

#### Section 5.04 [Funds Availability](#)

The use of the Deposit Network Service will not modify the Funds Availability Policy that is part of this Agreement. Access to funds in your Account is governed solely by the [FUNDS AVAILABILITY POLICY AND DISCLOSURES](#).

#### Section 5.05 [Interest](#)

Any interest earned on your Account will be posted to your Primary Account by Bank, in accordance with applicable law and the terms of this Agreement then in effect.

### ARTICLE VI. [ONLINE BANKING AND MOBILE BANKING SERVICES PROVISIONS](#)

#### Section 6.01 [Terms and Conditions for Online Banking and Mobile Banking](#)

The Online Banking Services (at [www.hmbradley.com](http://www.hmbradley.com)) and Mobile Banking Services (available by downloading the HMB Mobile Application) allow you to access and manage your Account(s) with us online using a personal computer or other device equipped with supported browsers and other hardware and software listed in the [Electronic Communications Agreement and Disclosure](#). When you register, enroll, activate, access, or use Online Banking Services and Mobile Banking Services, the terms and conditions of this [ARTICLE VI](#), and any other rules or instructions presented to you on a computer or mobile device, apply.

#### Section 6.02 [Access](#)

We may require joint accountholders to have unique usernames, passwords, and other security devices or credentials to access Online Banking Services and Mobile Banking Services. If you give someone your Online Banking or Mobile Banking Service username, password, and/or other security devices or credentials (collectively, “**Credentials**”), we will consider you to have given them permission to access your Account. With this permission, you are responsible for all transactions that such person performs using your Credentials until you notify us that you are withdrawing such permission. To help with security, log out of each Online Banking Services or Mobile Banking Services session and close your browser.

#### Section 6.03 [Transactions and Services Available](#)

Subject to the terms of this Agreement, you may use the Online Banking Services and Mobile Banking Services to access, use, and manage your Accounts for the following transactions and services, including:

- Opening and funding Accounts
- Creating Plans and adding and removing account numbers for Plans
- Remote Check Capture Services (Mobile Banking only)
- Viewing Account balances
- Transferring funds between Accounts
- Transferring funds to or from accounts at other financial institutions
- Receiving Account statements
- Receiving banking alerts
- Canceling or stopping payment on pre-authorized (recurring) debit transactions
- Disputing transactions
- Communicating with us
- Updating your profile information

These Online Banking Services and Mobile Banking Services are more fully described on [www.hmbradley.com](http://www.hmbradley.com) and may change at our sole option.



## Section 6.04 System Maintenance

Online or mobile access to your Accounts may not be available because of system maintenance or circumstances beyond our control. In that event, you can contact Customer service at <https://support.hmbradley.com/> or by email at [support@hmbradley.com](mailto:support@hmbradley.com).

## Section 6.05 Online and Mobile Banking Alerts

### (a) Alert Types

You may choose to receive certain email or text alerts related to your Account, such as Available Balances or when you have insufficient funds in your Primary Account or a Plan with an account number. By entering a mobile number, you represent that you are the accountholder or have accountholder's permission to do so and that the e-mail address or telephone number belongs to you. We will provide you a list of the kinds of alerts if you choose to receive such alerts. We also may send you alerts concerning your Account, such as when we receive notice that you changed your password, we receive an address change on your Account, when we suspect fraud on your Account, when you have a recurring ACH Payment drawn against your Account, or for other reasons to protect your Account or us. We may use the telephone number or e-mail address we have in our records to send you alerts.

### (b) Information We Send and Your Responsibilities

We do not include your password in alerts, and we truncate your account number(s). We may send you alerts without encrypting them and may include your name and information about your Account(s), including your Account balance, payee names, or transaction amounts. We are not liable for any delay or for failing to send an alert or for failing to include information in an alert or for the content of the alert. The alert is intended to give you notice of some action on your Account and you are responsible for confirming the correctness or authorization for the action involving your Account. Account alerts are provided for your convenience and do not replace your monthly statement, which is the official record of your Account. Your Account balance may not reflect all transactions, including recent Debit Card Transactions or pre-authorized recurring ACH Payments not yet due. We will send alerts through your service provider, who will act as your agent and deliver them to you. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless, or Internet provider; technology failures; and system capacity limitations. The information we send may include personal or confidential information about you, such as Account activity or the status of your Account. You understand we are not liable for losses or damages from any disclosure of Account information to third parties, non-delivery, delayed delivery, misdirected delivery, or mishandling of or inaccurate content in alerts. If we suffer a loss, cost, or expense because you provided an incorrect telephone number, email address, or other delivery point, or you violated applicable laws, you will be liable to pay that amount to us.

## Section 6.06 Messaging Services by Short Message Service

You may communicate with us by SMS Text. If you do so, you are responsible for any legal liability arising from your SMS Text. If your SMS Text violates the requirements of this [Section 6.06](#), we will notify you and we may investigate the incident and request you remove the SMS Text. If you refuse the request, we may block your SMS Text and either suspend or terminate your ability to send SMS Texts. We will not be liable for any damages you may incur because of any such removal, suspension, or termination. You may not use SMS Texts to transmit or disseminate any:

- Junk mail, spam, or unsolicited material to persons who have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;



- Material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;
- Material or data that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or the transmission of material in which could diminish or harm our reputation or any third-party service providing SMS messaging services;
- Material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco and vaping products), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;
- Viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
- Material or information that is false, misleading, or inaccurate;
- Material that would expose us or any third-party service in providing the SMS messaging services to liability;
- Any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to our equipment or facilities, SMS messaging services, or any third party; and
- Any additional or supplementary content identified by a SMS network operator or related service provider from time to time as being prohibited content.

We also may suspend the SMS messaging services if: (a) we are obliged or advised to comply with an order, instruction, directive, or request of a governmental body or network operator that requires us to do so; (b) we have a good faith reason to believe that you are in breach of any of your obligations under this Agreement; or (c) any network operator or other service provider suspends SMS messaging services.

We may terminate SMS messaging services upon thirty (30) calendar days' written notice (or such shorter period as may be imposed on us by a governmental body or service provider) if any of the following makes the provision of the SMS messaging services illegal, contrary to a law, regulation, or the Mobile Marketing Association Code of Conduct, or prohibitively difficult or expensive for us: (i) any modification to our existing network operator contracts or our provider for the SMS messaging services, (ii) any modification to the Mobile Marketing Association Code of Conduct that adversely affects our ability to provide SMS messaging services, or (iii) any change in law that prohibits SMS messaging services or makes the provision of such services economically prohibitive to provide.

Notwithstanding anything in the Agreement to the contrary, you agree that other parties transmit messages and content over various third-party networks and systems, and we are not responsible for the confidentiality, privacy, or data security of any of your information or data (including personal information) or under other confidentiality, privacy, or data security laws, rules, regulations, guidelines, or obligations related to your information or data if such information or data is provided to a network operator or other service provider upon which the provision of the SMS messaging services is dependent.

SMS messaging services are specific to U.S. telecommunications carriers only and do not include international service. Alerts received as Text messages on your mobile phone may incur a charge from your mobile service provider. We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery).

We do not guarantee the delivery of alerts or the accuracy of the contents of any alert and are not responsible for any actions taken or not taken by you or any third party as the result of an alert.

## Section 6.07 Remote Check Capture Using Mobile Banking Services

### (a) Generally

If we accept a Check image for deposit through Remote Check Capture, we will forward the Check for payment to the payor bank by presenting the image or converting the image to a Substitute Check. You are required to retain and safeguard the original paper Check when you use Remote Check Capture. You agree that Items submitted using Remote Check Capture using Mobile Banking Services are not subject to the [FUNDS AVAILABILITY POLICY AND DISCLOSURES](#) until we accept them for deposit. Items forwarded to us using Remote Check Capture generally will be available by the next Business Day after the date the Item was delivered to us by Remote Check Capture, and we may apply additional delays on the availability of funds from the Items based on any factor we determine in our sole discretion.

### (b) Eligibility

We will determine if you are eligible for Remote Check Capture and may suspend or terminate your use of the service at any time without prior notice to you. If you violate the terms of this Agreement, we also may close your Account.

### (c) Fees

We do not charge fees for Remote Check Capture, but if you deposit a Check that is returned to us unpaid, we will charge a fee. See the [FEE SCHEDULE](#) for details.

### (d) Limits

The maximum amount you may deposit through Remote Check Capture using Mobile Banking Services is two thousand five hundred Dollars (\$2,500) per day, or ten thousand Dollars (\$10,000) in any statement cycle. We may allow Remote Check Capture of Items that exceed these limits, and if we do so, we may increase or decrease that amount (but not below the disclosed limits) without notice. We may temporarily reduce your limits below these disclosed limits without notice for security reasons. We may increase or decrease these limits any time in our discretion by posting new limits in the Mobile Banking Services application. We may increase or decrease these limits based upon our experience with you, your Available Balance, and other factors. You agree we may modify these limits and impose limits on the number of deposits that you transmit using Remote Check Capture anytime and we will notify you as required by law.

### (e) System Requirements, Image Quality, and Item Processing

You must use a mobile device capable of working with Mobile Banking Services to be able to deposit Checks. Each image of a Check that you attempt to deposit using Remote Check Capture must be legible, and if your mobile device does not produce acceptable Check images, we may reject your deposit. We are not responsible for problems with your equipment or internet connections even if you are using equipment that meets our technical requirements.

### (f) Checks that Will Not Be Accepted for Remote Check Capture

We may, in our sole discretion, refuse to accept any Check image you submit using Remote Check Capture and you agree that you will only deposit "checks," as that term is defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229. You will not attempt to deposit: (i) any Check that has been altered; (ii) Checks that have previously been presented for payment or deposit at another financial institution or with

us; (iii) Checks not payable in U.S. currency; (iv) Checks from financial institutions located outside the U.S.; (v) Substitute Checks (see also [ARTICLE IX](#) of this Agreement;) or (vi) travelers' Checks, money orders, savings bonds, postal money orders, and other non-negotiable instruments.

(g) [Representations and Warranties](#)

For each Check that you submit by Remote Check Capture, you represent and warrant the following:

- Each Check image is a complete and accurate representation of the front and back of a negotiable Check;
- You are entitled to enforce the original Check, all signatures on the Check are authentic and authorized, neither the original Check nor the Check image has been altered, neither the original Check nor the Check image is subject to a defense or claim in recoupment of any person against you, and you have no knowledge of any insolvency proceeding involving the maker of the original Check;
- The image is not of any of the prohibited items listed in [Section 6.07\(f\)](#) of this Agreement;
- Each Check image meets our image quality standards, as we specify from time to time;
- The original Check used to create the image has not been previously deposited, cashed, duplicated, or used to create another image or Electronic Funds Transfer;
- You will not transfer or negotiate the Item or any Substitute Check or any other image of the Item, after you have scanned it for Remote Check Capture;
- The original Check or an image created from the original Check will not be deposited, cashed, duplicated, or otherwise used to create another image or Electronic Funds Transfer; and
- No subsequent transferees of your Check image, or any Substitute Check created from your Check image, including the Bank, a collecting or returning bank, drawer, drawee, payee, or endorser, will incur a loss because the Check image or Substitute Check was presented for payment or returned instead of the original paper Check.

(h) [Indemnification](#)

In addition to the other indemnification provisions in this Agreement, you agree to indemnify, defend, and hold Bank and HMBradley harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees), or other loss that arises from or relates to your use of Remote Check Capture or your breach of the representations, warranties, or covenants set forth in [Section 6.07\(g\)](#) of this Agreement.

(i) [Endorsement](#)

You must endorse all Checks deposited by Remote Check Capture with the restrictive Endorsement "for remote deposit only" and you and all payees of the Check must endorse the back of the original Check before it is imaged. If the Check image is not endorsed properly, we may decline to accept the Check for deposit.

(j) [Confirmation of Receipt of Check Image](#)

We will consider a Check image received when we provide you a confirmation receipt that we have received your Check image. Even though we confirm receipt of your Check image, we will review it before we present it for payment, and we may reject it for any reason. When we send you a confirmation receipt we are not representing or warranting that the Check image will be presented for payment or will be honored by any paying bank. If we reject the Check image, we will notify you.

(k) [Unauthorized Uses of Remote Check Capture](#)

You may not use Remote Check Capture to: (i) send emails, instant messages, text messages, or other communications in an illegal manner, including, but not limited to, creating or sending hoax e-mail or chain e-mail, sending unsolicited commercial e-mail or bulk e-mail (aka spam or spamming), harvesting e-mail addresses, using open proxies or relays to allow spamming, impersonating someone else (aka spoofing) or falsifying message header information; (ii) gain unauthorized access to computer systems or engage in security attacks of any kind, including but not limited to security attacks against trust (such as e-mail spoofing, password cracking, IP spoofing and DNS poisoning), against confidentiality and integrity (by using malware such as computer viruses, worms, Trojan horses, rootkits, keyloggers, spyware or other malicious programs and code), or against availability (such as denial of service and e-mail bombs); (iii) corrupt, modify or intercept electronic communications intended for any other person or entity; (iv) interfere with or disrupt the operation of the Remote Check Capture Services; or (v) conduct or engage in any illegal business or activity, infringe any third party intellectual property rights, collect, copy, or process information in a way that breaches data protection laws or leads to a wrongful breach of privacy, or create, distribute, process, or view any defamatory, obscene, indecent, pornographic, racist, sexist, or otherwise discriminatory, misleading, deceptive, fraudulent, or otherwise objectionable, offensive, or illegal material.

(l) [Retention of Original Check](#)

After the legal amount of the Check image is credited to your Account, you are responsible for storing the Check securely to prevent any further unauthorized negotiation. You may not present the original Check, or any image or Substitute Check created from the original Check, for payment at any other financial institution. You must make the original paper Check available to us for review, if requested by us, to facilitate the Check collection process, address third party claims, or for our own audit purposes. If you fail to produce the original paper Check to us if we request it within sixty (60) calendar days after the legal amount of the Check image is credited to your Account, you authorize us to deduct the amount of the Check in question from your Account and pay any associated fees.

(m) [Substitute Check, Images, or ACH Payments](#)

We may convert Checks that you deposit through Remote Check Capture into Substitute Checks, images, or ACH Payments or transfers. If your Item is returned unpaid, we only will provide you a copy of the Substitute Check or image, or in the case of ACH Payments or transfers, the ACH information.

(n) [License](#)

(i) [License Grant](#)

If we or our licensors make any software available to you for use with the [Remote Check Capture](#) service, we hereby grant you a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("**Remote Check Capture Services**") for use only directly in conjunction with its permitted use of the Remote Check Capture Services.

(ii) [Ownership](#)

All rights, interest, and title in and to the Remote Check Capture Services and associated content, technology, application, website(s), including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights except as granted in this [Section 6.07\(n\)](#). Your use of the [Remote Check Capture Services](#) using the licenses granted to you

is subject to and conditioned upon your adherence to this Agreement, and any breach of this Agreement immediately terminates your right to use the Remote Check Capture Services.

(iii) Installation and Maintenance

You are solely responsible for the installation and maintenance of the Remote Check Capture Services. It is your responsibility, not ours, to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.

(iv) Patent Infringement

If the Remote Check Capture Services are reasonably likely to become the subject of a claim of infringement, you will allow us, at our option and expense, to replace the Remote Check Capture Services with a non-infringing alternative, modify the Remote Check Capture Services so that they become non-infringing or terminate the license granted to you under this [Section 6.07\(n\)](#).

(o) Termination of Service

We may terminate the Remote Check Capture Services anytime without notice to you, but your obligations, representations, indemnities, and warranties to us under [Section 6.07\(n\)](#) will survive termination.

Section 6.08 Additional Provisions Concerning Hardware and Software for Mobile Banking Services

(a) Hardware

We do not represent or warrant the performance or operation of any mobile device. You select a mobile device and any issues relating to the operation, performance, and costs associated with the device are among you, your wireless telecommunications provider, and the person or entity who sold or provided you with the device.

(b) Software and Application Limitations

We may update the software and applications running Online Banking Services and Mobile Banking Services any time and your continued use of the Online Banking Services and Mobile Banking Services constitutes your acceptance of any upgrades to the software and applications. We will not be responsible for the loss of any personal settings, dropped connections, disabled features, disabled, or suspended alert messages, or service interruptions resulting from an upgrade, maintenance, or any reason. It is your responsibility to review your Account to confirm the balance and the status of all transactions.

(c) Fees

We currently do not charge fees for using Mobile Banking Services, but your wireless telecommunications provider for your mobile device and other third-party service providers that you use may charge fees, including fees for data storage, to transmit data between your mobile device and the Mobile Banking Services applications and browsers, and roaming.

(d) Software License

You agree to use software that we provide to you only to use the Mobile Banking Services and we hereby grant you a limited, personal, non-exclusive, non-transferable license to install the software on your mobile device. You have no ownership interest in the software and may not: (i) copy, decompile, reverse engineer, attempt to derive the source code of, modify, or create derivative works of the software, any updates, or any part thereof; (ii) rent, lease, lend, sell, redistribute, or sublicense the software; or (iii) otherwise exercise any other right to the software not expressly granted in this Agreement. We may use a third party to provide

software to support Mobile Banking Services. We may terminate the software license grant at any time by providing notice to you or disabling your use of the software used to operate Mobile Banking Services.

#### Section 6.09 Privacy When Using Mobile Banking Services

Mobile Banking Services necessarily involve electronically transmitting personal financial information across the networks of your wireless telecommunications provider. Because neither the Bank nor HMBradley operate or control the wireless networks used to access Mobile Services, neither of us guarantee the privacy or security of wireless data transmissions. For mobile devices, the browser generally is pre-configured by your wireless telecommunications provider, so you should understand their privacy and security practices. When the Bank or HMBradley receives your Account data or information, we will maintain it in accordance with our [Privacy Policy](#).

### ARTICLE VII. ELECTRONIC FUNDS TRANSFERS

#### Section 7.01 Types of Electronic Funds Transfer Services

##### (a) Debit Card Issuance

You may request a debit card to access your Account, but it is not necessary to activate the card to keep your Account open. The debit cards used to access the Account are issued by MRV Banks and are subject to the MRV Banks Debit Card Disclosures and Cardholder Agreement, which will be provided to you electronically when you request a debit card. You cannot use a debit card to transfer money into or out of your Account until we have validated it. If you do not want to use the debit card, please destroy it at once by cutting it in half. All Debit Card Transactions will post to your Primary Account.

##### (b) Electronic Transfers Using Account Number and Routing Number

You may authorize a third party to transfer funds to (e.g., Direct Deposit) or from (e.g., Preauthorized EFTs) your Account by providing the third party with your account number (the account number of your Primary Account or a Plan with an account number) and the Bank's routing number. These include transfers for: (i) employer payroll, government benefits, or other Direct Deposits; (ii) one-time or recurring charges to your Account; and (iii) "check conversion" transfers, where a merchant or other payee uses the information from your Check to create an Electronic Funds Transfer from your Account. If you instruct us to send a funds transfer, such as a wire or ACH Payment, we may rely on any bank number or account number you provide. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or accountholder identified by number, we may rely exclusively on the number to the extent permitted by applicable law or rule.

##### (c) Online Banking and Mobile Banking

You can use Online Banking Services or Mobile Banking Services to view your Account information, transfer funds between Accounts, or make payments from your Account to third parties. You can make deposits of Checks using Mobile Banking Services. You can enroll for these services online at [www.hmbradley.com](http://www.hmbradley.com) and on a mobile device by downloading the Mobile Banking Services applications or browsers. See [Online Banking Services and Mobile Banking Services](#) terms and conditions.

#### Section 7.02 No Overdraft Transactions

We will not pay any ACH Payment or one-time or recurring Debit Card Transactions (and notify the merchant or payee) or permit an ATM withdrawal if your Available Balance in your Primary Account (or Plan, if the transaction was initiated with an account number from a Plan) is less than the amount of that Item plus all other Items received but not yet paid in the Primary Account (or Plan, if the transaction was initiated with an account number from a Plan). When we give authorization to a merchant for your purchase, your Available Balance in your

Primary Account (or Plan, if the transaction was initiated with an account number from a Plan) will decrease, but the authorization will not prevent certain Items, such as ACH Payments and other Items, from posting to your Primary Account (or Plan, if the Item was initiated with an account number from a Plan), which will deduct those amounts from the Available Balance of your Primary Account (or Plan, if the transaction was initiated with an account number from a Plan). You must keep sufficient funds in your Primary Account (or Plan, if the transaction is initiated with an account number from a Plan) to pay for previously authorized Debit Card Transactions not yet posted to your Account, ATM withdrawals, other Preauthorized EFTs, and the amounts of outstanding merchant authorizations on your debit card. We will not charge you a fee for declining a one-time purchase with your debit card or an ATM withdrawal request, but we will charge you an “Overdraft” fee as set forth in the [FEE SCHEDULE](#) (only one (1) per day) if there are not sufficient funds to pay for recurring purchases with your debit card, an ACH Payment, or a wire transfer request. We may use the funds from any subsequent deposits to your Account (the Primary Account or any Plans) to pay any fees for declining to pay recurring purchases with your debit card, ACH Payments, and wire transfer requests. Subsequent deposits include any Federal or state benefit payments that you choose to deposit in any Account (including Direct Deposit of Social Security benefits). You agree to promptly make sufficient deposits to bring your Account balances positive and pay all costs and expenses we incur in collecting any Overdraft, including the “Overdraft” fee in the [FEE SCHEDULE](#).

### Section 7.03 [Preauthorized \(Recurring\) Electronic Funds Transfers and Stop Payments](#)

#### (a) [Preauthorized \(Recurring\) EFTs](#)

You may use your debit card (for the Primary Account only) or access your Account through the Online Banking Services or Mobile Banking Services to make Preauthorized EFT payments.

#### (b) [Notice of Preauthorized EFTs Varying in Amount](#)

If a Preauthorized EFT from your Account will vary in amount from the previous transfer under the same authorization or from the Preauthorized amount, the designated payee should send you a written notice of the amount and date of the transfer at least ten (10) calendar days before the scheduled date of transfer. You may get this notice from your payee only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

#### (c) [Notice of Recurring Preauthorized Transfers to Your Account by Another Financial Institution](#)

When a person, at least once every sixty (60) calendar days, initiates a Preauthorized EFT to your Account and the payor does not give you notice that the transfer has been initiated, you can check your Account balance (both your Primary Account and any Plans that you may have) through the Online Banking Services or Mobile Banking Services to see if the transfer occurred. We will credit your Account on the date that we receive the funds for the transfer.

#### (d) [Stopping EFT Payments](#)

##### (i) [Stopping Debit Card Payments](#)

You can stop debit card payments before the scheduled payment date if you give us three (3) Business Days’ notice before the scheduled payment date at <https://support.hmbradley.com/> and provide your debit card number for the recurring transfer. To stop the debit card recurring payment, we may cancel the debit card. You can request a new debit card to replace the cancelled debit card. After you have placed a stop payment order on a preauthorized transfer from a debit card, we will not make any more preauthorized transfers to the person whom you were going to pay until we receive a new written authorization from you.



## (ii) Stopping Preauthorized EFTs and ACH Payments

If you provided your account number and the Bank's routing number to a payee for ACH debits from your Primary Account or a Plan with an account number (a Preauthorized EFT for either recurring or one-time payments), to stop payment you must contact us at <https://support.hmbradley.com/> at least three (3) Business Days before the scheduled date of the Preauthorized EFT. You must provide the account number that you used for the Preauthorized EFT, whether it was the Primary Account or a Plan with an account number, the exact amount of the payment or the range of amounts, and the exact name of the payee. We may require you to send us written confirmation of the stop payment of a Preauthorized EFT within fourteen (14) calendar days of an oral notification to us. If you want to stop a named payee from making ACH debits from your Account, you may instruct us to do so.

## (iii) Using Website and Mobile Applications to Avoid Stop Payment Fees

You may use the Online Banking Services or Mobile Banking Services to cancel pending and future payments of your recurring or one-time bill payments or transfers. We do not charge any fees for cancelling pending or future payments using these services.

# Section 7.04 Notice of Suspected Errors or Questions about Your Electronic Funds Transfers

## (a) Your Responsibilities to Notify Us About EFT Errors

Contact us immediately at <https://support.hmbradley.com/> if you think there is an Error on your Account statement. The term “**Error**” means: (i) an unauthorized EFT; (ii) an incorrect EFT to or from your Account; (iii) the omission of an EFT from a periodic Account statement; (iv) our computational or bookkeeping error relating to an EFT; (v) your receipt of an incorrect amount of money from an ATM or electronic terminal; or (vi) an EFT not identified on your periodic Account statement or an EFT not identified as a Preauthorized EFT on your periodic Account statement. You may request from us receipts for transactions at electronic terminals, periodic statements, notices of Preauthorized EFTs, or additional information or clarification concerning an EFT to determine if an Error exists. To limit your liability for unauthorized EFTs, you must notify us within sixty (60) calendar days from the date we provided you the first statement on which the Error or unauthorized transaction first appeared.

## (b) Information You Must Provide Us Concerning the Error

You also must provide us with the following information so we may investigate the Error:

- Your name and the account number used for the transaction, whether it was the Primary Account or a Plan with an account number;
- A description of the Error or the transaction in the periodic Account statement about which you are concerned;
- Why you believe an Error exists, including the type, date, and amount of the Error.

## (c) Our Obligations to Investigate

### (i) Ten Business-Day Period to Complete Error Investigations

We will investigate to determine whether an Error or unauthorized transaction occurred within ten (10) Business Days after you notify us <https://support.hmbradley.com/> and will correct any Error or reverse an unauthorized transaction within one (1) Business Day of determining the Error occurred.



(ii) [Extending Time When Investigations Cannot Be Completed in Ten Business Days.](#)

If we cannot complete the investigation of a suspected Error within ten (10) Business Days, we may take up to forty-five (45) calendar days from the receipt of your Error notice to investigate the suspected Error and determine if an Error occurred. If we use the additional forty-five (45) calendar days to investigate, we will provisionally credit your Account (the Primary Account if the suspected Error occurred using that account number or a Plan if an account number for a Plan was used for the transaction) within ten (10) Business Days for the amount of the alleged Error (including interest if your Account is eligible to earn interest) and notify you of the provisional crediting within two (2) Business Days after so doing. We will correct any Error within one (1) Business Day after determining the Error occurred. We will notify you of our final decision within three (3) Business Days after completing our investigation. During our investigation, you will have full use of the funds alleged to be in Error.

(iii) [Special Rules for New Accounts](#)

If the notice of Error involves an EFT to or from your Account within thirty (30) calendar days after the first deposit to the Account was made, we have twenty (20) Business Days from the receipt of your Error notice to investigate the suspected Error and determine if an Error occurred. If we cannot complete the investigation within twenty (20) Business Days, we may take up to ninety (90) calendar days from receipt of a notice of Error to investigate the Error; provided we provisionally credit your Account (the Primary Account if the alleged Error occurred using that account number or a Plan if an account number for a Plan was used for the transaction), correct the Error if we determine that an Error occurred, and send the notices to you as required by [Section 7.04\(c\)\(ii\)](#) of this Agreement.

(iv) [POS Debit Card and Foreign Debit Card Transactions](#)

If the Error: (a) involves an EFT that: (i) arose from a point-of-sale Debit Card Transaction or (ii) was initiated by a Debit Card Transaction outside the U.S. and (b) we are unable to complete our investigation within ten (10) Business Days, we may take up to ninety (90) calendar days from receipt of a notice of Error to investigate and determine whether an Error occurred; provided we provisionally credit your Account (the Primary Account if the suspected Error occurred using that account number or a Plan if an account number for a Plan was used for the transaction), correct the error if we determine that an Error occurred, and send you the notices required by [Section 7.04\(c\)\(ii\)](#) of this Agreement.

(v) [Written Confirmation of Oral Notice of Error](#)

If you contact us to report a suspected Error, we may require you to send us your notice or question in writing at <https://support.hmbradley.com/> within ten (10) Business Days of your call. If we do not receive your written notice within ten (10) Business Days of your oral notice of the suspected Error, we may not provisionally credit your Account (the Primary Account if the suspected Error occurred using that account number or a Plan if an account number for a Plan was used for the transaction) for the amount of the suspected Error.

(vi) [If We Determine No Error or Different Error Occurred](#)

If we decide that there was no Error or the transaction was authorized, we will send you a written explanation and reverse the provisional credit, which will reduce the Available Balance in your Primary Account or in a Plan depending on where the provisional credit was given. You may ask for copies of the documents that we used to complete our investigation. If we reverse the provisional credit, we will notify you of the date, the amount of the debit and where it was debited (the Primary Account or

a Plan), and will honor all payments to third parties and Preauthorized EFTs from your Account for five (5) Business Days after the notification.

#### Section 7.05 [ACH Payments and NACHA Rules](#)

You acknowledge that we process all ACH Payments and transfers under the NACHA Rules, and we are bound by and comply with the NACHA Rules. You also agree to be bound by and follow the NACHA Rules, as applicable.

### ARTICLE VIII. [FUNDS AVAILABILITY POLICY AND DISCLOSURES](#)

#### Section 8.01 [Same Day Availability](#)

Funds from domestic wire transfers received by 7:00 p.m. ET, and funds from international wires received by 5:00 p.m. ET are available on the same Business Day Bank receives finally available collected funds and information on the Account and amount to be credited.

#### Section 8.02 [Availability of Check Deposits; Generally](#)

We will delay the availability of funds from your deposits in accordance with [Section 8.03](#) (Next-Day Availability), [Section 8.04](#) (Second-Day Availability), and [Section 8.05](#) (Longer Delays May Apply) of this Agreement and you will not be able to withdraw the funds and we will not use the funds to pay your Debit Card Transactions, wire transfers, ACH Payments, or other payment orders. The delay is counted in Business Days from the date of your deposit. We will not accept cash deposits. Check deposits can only be made using Mobile Banking Services. CHECK DEPOSITS MADE VIA MOBILE BANKING SERVICES ARE NOT SUBJECT TO THESE AVAILABILITY SCHEDULES.

#### Section 8.03 [Next-Day Availability](#)

Funds from Checks drawn on the Bank, U.S. Treasury Checks payable to you, ACH credits, international wire transfers received after 5:00 p.m. ET, and domestic wire transfers received after 7:00 p.m. ET are available on the first (1st) Business Day after the day of your deposit.

#### Section 8.04 [Second-Day Availability](#)

All proceeds of Check deposits from: (a) U.S. Postal money orders deposited, (b) state and unit of general local government Checks payable to you, (c) cashiers', certified, and teller's Checks payable to you, (d) Checks payable to you and drawn on financial institutions other than Bank, and (e) Checks drawn on a Federal Reserve Bank or Federal Home Loan Bank payable to you, in excess of the amount of two hundred twenty-five Dollars (\$225) will be made available for withdrawal by the second (2nd) Business Day following deposit. All proceeds from the deposit of these Checks in an amount up to two hundred twenty-five Dollars (\$225) will be available to you on the first (1st) Business Day following deposit.

#### Section 8.05 [Longer Delays May Apply](#)

If we invoke one of the following exceptions to extend the availability schedule, we typically will provide notice to you at the time of the deposit (if we know the reason) or as soon as practicable (if we do not know the reason at the time of deposit). The notice will include: (i) a number or code that identifies your Account, (ii) the date of deposit, (iii) the amount of the deposit that is being delayed, (iv) the reason the exceptions was invoked, and (v) the time within which the funds will be available for withdrawal. Longer delays for the availability of deposits may apply for the following reasons:

(a) [New Accounts](#)

During the first thirty (30) calendar days from the day you open an Account (an Account is considered opened on the date you first deposit funds into the Account), the provisions of this [Section 8.05\(a\)](#) shall apply. Funds from Direct Deposits settled on the same day as the day of deposit and funds from ACH credit transfers that you initiated from another financial institution and that are settled on the same day as the day of deposit are available that same day. Funds from U.S. Treasury Checks payable to you are available for withdrawal on the first Business Day after the date of deposit or receipt. Funds from certain Checks<sup>1</sup>, up to the amount of five thousand five hundred twenty-five Dollars (\$5,525) in the aggregate, are available for withdrawal on the second (2nd) Business Day after the date of deposit or receipt. Funds from these Checks more than five thousand five hundred twenty-five Dollars (\$5,525) are available for withdrawal not later than the ninth (9th) Business Day after the date of deposit or receipt. We are not required to make available for withdrawal any funds from Checks drawn “on us” (on the Bank). Other than for those Checks described in footnote 1 below, there is no prescribed time frame for funds availability from Checks deposited to new Accounts. Consequently, we will hold funds from these Items until we are confident of their collectability.

(b) [Large Deposits](#)

We may hold the amount more than five thousand five hundred twenty-five Dollars (\$5,525) of all Check deposits on a Business Day for a reasonable period of time. If you have multiple Accounts, we may apply this exception to the aggregate deposits to all Accounts held by you, even if you are not the sole accountholder of the Accounts and not all the accountholders of the Accounts are the same.

(c) [Redeposited Checks](#)

We may hold for a reasonable time the amount of Checks that have been returned unpaid and you or we redeposit. Redeposited Checks do not include: (i) Checks that have been returned because of missing Endorsements and redeposited after you or we provide the missing Endorsements (if the reason for return from the payor bank states that it was returned because of a missing Endorsement) and (ii) post-dated Checks, if the reason for the return from the payor bank states that it was returned because it was post-dated and the Check is no longer post-dated when it is redeposited.

(d) [Repeatedly Overdrawn Accounts](#)

We may hold for a reasonable amount of time the Checks you deposit into your Account or any combination of your Accounts at the Bank that you have repeatedly Overdrawn in the preceding six (6) months. We consider your Account to be repeatedly Overdrawn if: (i) on six (6) or more Business Days within the preceding six (6) months, your Available Balance is negative or the Available Balance would have become negative if Checks or other charges to the Account had been paid; or (ii) on two (2) or more Business Days within the preceding six (6) months, the Available Balance is negative or the Available Balance would have become negative, in the amount of five thousand five hundred twenty five Dollars (\$5,525) or more, if Checks or other charges to the Account had been paid.

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<sup>1</sup> (a) U.S. Postal money orders deposited in your account, (b) state and unit of general local government Checks payable to you and deposited with a special deposit slip into your account, (c) cashiers', certified, traveler's and teller's Checks payable to you and deposited into your Account, (d) Checks drawn on the Bank ("on us" Checks), and (e) Checks drawn on a Federal Reserve Bank or Federal Home Loan Bank payable to you and deposited into your account.

(e) [Reasonable Cause to Doubt Collectability](#)

We may hold for a reasonable amount of time the Checks deposited into your Account where we have reasonable cause to believe that the Check is uncollectible from the payor bank. If we extend the time when funds will be available for withdrawal for this reason, but do not provide you with written notice at the time of deposit, we will not assess any fees for subsequent Overdrafts or return of Checks or other debits to the Account if: (i) the Overdraft or return of the Check would not have occurred except for the fact that the deposited funds were delayed because we doubted the collectability of the Checks and (ii) the deposited Check or Checks were paid by the payor bank. We may assess an "Overdraft" fee or "Returned Deposit Item" fee, as set forth in the [FEE SCHEDULE](#), if it includes a notice concerning Overdraft and returned Check fees with the notice of exception required in 12 CFR § 229.13(g) and, when required, refund any such fees upon your request. The notice will state that you may be entitled to a refund of Overdraft or returned Check fees that are assessed if the Check subject to the exception is paid and how you can obtain a refund.

(f) [Emergency Conditions and Other Circumstances](#)

We may hold for a reasonable amount of time the Check(s) deposited into your Account if there is (i) interruption of communications or computer or other equipment facilities, (ii) a suspension of payments by another bank, (iii) a war, or (iv) an emergency condition beyond our control if we exercise such due diligence as the circumstances require.

Section 8.06 [Payment of Interest](#)

Interest will begin accruing on your Account if it earns interest no later than the day the Bank receives credit for the deposited funds. We will rely on the funds availability schedule of the Bank's correspondent bank to determine the time credit is actually received and accrue interest (if the Account earns interest) on funds deposited in the Account by Checks that we send to paying banks or subsequent collecting banks for payment or collection based on the availability of funds we receive from the paying or collecting banks. We will not pay interest on funds deposited by a Check that is returned unpaid.

Section 8.07 [Cash Withdrawal Limitation](#)

The Bank limits withdrawals of your Check deposits in cash at ATMs, electronic payment, or other irrevocable commitments to pay (such as authorization of on-line point-of-sale debit). In general, two hundred twenty-five Dollars (\$225) of a Check deposit is available for withdrawal in cash on the first (1st) Business Day after the day of deposit. Any remaining funds will be available for withdrawal in cash on the following Business Day, subject to a four-hundred-Dollar (\$400) per day limit on cash withdrawals from ATMs.

## ARTICLE IX. [SUBSTITUTE CHECKS AND YOUR RIGHTS](#)

Section 9.01 [What is a Substitute Check?](#)

To make Check processing faster, Federal law permits banks to replace original Checks with Substitute Checks. Substitute Checks are similar in size to original Checks with a slightly reduced image of the front and back of the original Check. The front of a Substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a Substitute Check as proof of payment just like the original Check. Some or all the Checks that you receive back from us may be Substitute Checks. This notice describes rights you have when you receive Substitute Checks from us. The rights in this notice do not apply to original Checks or to electronic debits to your Account (for both your Primary Account and any Plans that have an account number). You have rights, however, under other laws with respect to those transactions.

## Section 9.02 What are my rights regarding Substitute Checks?

In certain cases, Federal law provides a special procedure that allows you to request a refund for losses you suffer if a Substitute Check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same Check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged because of the withdrawal (for example, bounced Check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the Substitute Check, whichever is less. You also are entitled to interest on the amount of your refund if your Account earns interest. If your loss exceeds the amount of the Substitute Check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to two thousand five hundred Dollars (\$2,500) of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we received your claim. We may reverse the refund (including any interest paid on the refund) if we later are able to demonstrate that the Substitute Check was correctly posted to your Account.

## Section 9.03 How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a Substitute Check that you received and that was posted to your Account, please contact us at <https://support.hmbradley.com/>. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the Substitute Check in question or the Account statement showing that the Substitute Check was posted to your Account, whichever is later. We will extend this time if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the Substitute Check you received is insufficient to confirm that you suffered a loss; and
- A copy of the Substitute Check and the following information to help us identify the Substitute Check: identifying information, for example the Check number, the name of the person to whom you wrote the Check, and the amount of the Check.

## ARTICLE X. MANAGING YOUR ACCOUNT

### Section 10.01 Statements and Notices

We will make a statement available for your Account during each statement period. The specific dates covered by your Account statement will be on your statement. We will post your statements securely through the Online Banking Services (at [www.hmbradley.com](http://www.hmbradley.com)) or Mobile Banking Services and you will be able to view and print copies for your records. Notices only will be sent or available electronically but will be in a form you can download or print. For Joint Accounts, you agree that sending the statement or notice to one accountholder on your Account qualifies as sending it to the other accountholder.

### Section 10.02 Telephone and Electronic Communication

#### (a) Recording and Monitoring

You agree that we may record and monitor any of our telephone conversations with you. We may use your voice to verify your identity. When you give us your mobile number, we have your permission to contact you at that number about all your Accounts. Your consent allows us to use Text messaging, artificial or

prerecorded voice messages, and automatic dialing technology for informational and Account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Account. Message and data rates may apply. You may revoke your consent by contacting us at <https://support.hmbradley.com/>. If you give us your e-mail address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your Account to that address. We will send all communications electronically, such as by e-mail or Text message.

#### Section 10.03 Fees for Your Account; Setoff

(a) Fees

You agree to pay all fees applicable on your Account (see the [FEE SCHEDULE](#)). We will notify you if we make changes by posting a new Fee Schedule to this Agreement, which can be found at [www.hmbradley.com/NYCB-DAAD](http://www.hmbradley.com/NYCB-DAAD). We may deduct these fees from your Account balance, even if the fee makes your Account balance negative.

(b) Setoff

If you owe a debt to us (either now or in the future), you grant us a right of setoff against all of your Accounts, including, but not limited to Plans, to secure the debt. Debts include any Overdrafts or fees you owe, as well as amounts owed us by another person if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your Accounts to pay all or part of the debt. If your Account is a Joint Account, we may use the funds in the Joint Account to pay the debt of any accountholder. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited Federal or state benefit payments (including Social Security benefits). If you do not want your benefits applied in this way, you may change your Direct Deposit instructions at any time with the person or organization paying the benefits. The right of setoff does not apply if the debt is created under a personal credit card plan. If any Federal benefits or other payments are deposited to your Account after you become ineligible to receive them, we may setoff against any of your Accounts to recover the payments if we are obligated to return funds to the payor.

#### Section 10.04 Closing Your Account

Either you or we may close your Account at any time for any reason or no reason. We are not required to close your Account at your request if you have pending transactions, the Account is Overdrawn, or your Account is subject to legal process (such as a garnishment, attachment, execution, levy, or similar order). In those events, we will restrict your Account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your Account in preparation for closing, we will not pay any additional interest on the Account. We may automatically close your Account if the balance is zero Dollars (\$0) or negative. We may send you electronic notice that we have closed or will close your Account and return the balance less any fees, claims, setoffs, or other amounts if the balance is greater than one Dollar (\$1). After your Account is closed, we have no obligation to accept deposits or pay any outstanding Items. We will have no liability for refusing to honor any Item on a closed Account. We may advise consumer reporting agencies and other third-party reporting agencies of Accounts closed for misuse, such as Overdrafts.

## ARTICLE XI. WIRE TRANSFER ORDERS TERMS AND CONDITIONS

### Section 11.01 Incoming Wire Transfer Orders

We may receive instructions to pay funds to your Account. We will notify you when we received a wire transfer by listing them on your Account statement. We will not send a separate notice for each incoming wire transfer; however, we may do so when needed.

### Section 11.02 Outgoing Wire Transfer Orders

The following terms and conditions shall apply to each wire funds transfer order (“**Transfer Order**”) that you place with us, regardless of whether you initiate such Transfer Order through the Online Banking Services or any other form of request or instruction permitted by us. We only permit domestic outgoing wires.

### Section 11.03 Fees

You are responsible for payment of (i) the standard wire transfer service fees in effect from time to time, as set forth in the [FEE SCHEDULE](#), and (ii) any access or transmission charges, transfer commissions, currency conversion fees, cancellation or change fees, and all other charges incurred by the Bank in connection with a Transfer Order. We are authorized to debit any of your Accounts for the amount of the Transfer Order and all fees associated with Transfer Orders. Cancellation of a Transfer Order involving any currency other than U.S. dollars is subject to any rate exchange loss as determined by the Bank.

### Section 11.04 Currency of Transfer Funds

Transfers to beneficiaries within the U.S. may be made only in U.S. dollars, unless we permit otherwise.

### Section 11.05 Cut-Off Time for Acting on Your Transfer Order Request

If your Transfer Order is received after 4:00 pm Eastern time, it will be treated as though it was received on the next Business Day that funds transfers are processed. A Transfer Order is not accepted until the Bank executes it.

### Section 11.06 Cancelling or Changing a Transfer Order

You may cancel or change a Transfer Order only if we receive instructions before we have executed a funds transfer and only if we have a reasonable time to act on your instructions. All communications requesting cancellation or changes to a Transfer Order must be in writing and must be sent to us at <https://support.hmbradley.com/>. IF THE BANK ALREADY HAS EXECUTED A TRANSFER ORDER, THEN IT CAN BE CANCELLED OR CHANGED ONLY IF THE BENEFICIARY’S BANK CONSENTS TO SUCH REQUEST. WE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES RESULTING FROM THE FAILURE OF THE BENEFICIARY BANK TO CANCEL OR CHANGE YOUR TRANSFER ORDER. With respect to a cancellation request, we will check with the beneficiary’s bank to determine whether it will return transferred funds. If the funds are returned by the beneficiary’s bank, the funds will be returned to you. The amount returned may be less than the amount originally transferred because of service, currency conversion, and other charges of the Bank, any intermediary bank, or the beneficiary’s bank. Refunds will be in U.S. dollars. If funds returned are in a foreign currency, then the U.S. dollar refund will be computed at the Bank’s exchange rate on the date of the refund.

### Section 11.07 Rejecting a Funds Transfer Request

We reserve the right to reject a Transfer Order for any reason, including, without limitation, any (a) incorrect, incomplete, ambiguous, or missing information, (b) funds being subject to liens, security interests, holds, disputes, or to legal process prohibiting transfer or withdrawal, or (c) suspected fraud or possible violation of



applicable laws, rules, or government regulations. We will notify you of any rejection of a Transfer Order orally, electronically, or in writing, as we may decide in our sole discretion. We shall not be liable to you for any damages that may result from a rejection, nor shall we be obligated to pay interest for any period before you receive notice of the rejection.

#### Section 11.08 [Means of Funds Transfers](#)

The Bank generally uses electronic means to transfer funds. The Bank may, however, use any banking channel or other facility. The Bank may choose any conventional means that it deems suitable to transfer funds to a beneficiary and the Bank shall be entitled to select any intermediary bank, funds transfer system, or means of transmittal to send your Transfer Order, even if its selection differs from your instructions. Once the Bank transmits a Transfer Order to an intermediary bank, it is that intermediary bank's responsibility to ensure that the Transfer Order is completed.

#### Section 11.09 [Inconsistent Names and Account Numbers](#)

You may instruct a beneficiary's bank to credit an account or hold funds for a beneficiary. The beneficiary bank is responsible for following your instructions and letting the beneficiary know when the funds become available. The Bank and any other party executing or receiving the Transfer Order, including the beneficiary's bank, may rely on the number in the Transfer Order that identifies the beneficiary and on any numbers that identify the beneficiary's bank and intermediate financial institutions identified in the Transfer Order, even if such numbers do not correspond to the name of the beneficiary or the financial institution. The Bank and any other receiving financial institution have no obligation to determine whether a name and number identify the same person or institution. You acknowledge that payment of a Transfer Order you initiate may be made by the beneficiary's bank on the basis of an identifying or bank account number and that payment will be final even if it identifies a person different from the named beneficiary. You assume full responsibility for any inconsistency between the name and the identifying number of the beneficiary and any bank, and any losses resulting from an incorrect identifying number shall be your loss and not ours.

#### Section 11.10 [Delays, Non-Execution of Transfer Orders](#)

You agree that we will not be responsible for any delay, failure to execute, or mis-execution of a Transfer Order, or of any cancellation or amendment thereof, that results from: (i) circumstances beyond our reasonable control, including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission, whether caused by strikes, power failures, equipment malfunctions, war, civil unrest, act(s) of terrorism, Acts of God, or acts or omissions of any funds transfer system, any Federal Reserve Bank, any intermediary bank, or any beneficiary bank of any Transfer Order, and no such entity or person shall be deemed to be our agent; (ii) the circumstances described in [Section 11.07](#) (Rejecting a Funds Transfer Request), including subsections (a), (b), and (c); and (iii) investigating whether execution of a Transfer Order would be unlawful, illegal, or would contravene the requirements of any regulatory authority or third-party service provider or involve onerous costs or expenses. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT OF ANY TRANSFER ORDER.

#### Section 11.11 [Security Procedures](#)

In connection with Transfer Orders and communications requesting cancellation or amendment of Transfer Orders, we will follow a security procedure established for your and our protection to verify that a transfer has been properly authorized, which may include a customer support representative calling you on the phone number listed on your Account after you initiate the Transfer Order. You understand and acknowledge that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction. By placing a Transfer Order, you agree to our use of the selected security procedure, and you assume full responsibility for safeguarding information used in the verification procedures.



We shall be entitled to rely and act on instructions from any person who has been reasonably identified by us in accordance with our security procedures. You agree to be bound by the resulting transfer, whether or not authorized by you, provided the Bank has accepted the Transfer Order in accordance with our established security procedures.

#### Section 11.12 Notices of Your Order

We will ordinarily notify you about executed Transfer Orders by listing them on your Account statement or, at our option, a customer advice or e-mail notice.

#### Section 11.13 Claims

To be effective against us, any claim by you that a Transfer Order was delayed, executed without authorization, or in error for any reason must be in writing and must be received by us by contacting us at <https://support.hmbradley.com/> within thirty (30) calendar days for domestic wires and one hundred eighty (180) calendar days for foreign wires, from the date we provide you with any notice or statement that reflects execution of the Transfer Order. If you fail to notify us within the time periods specified above, we will not be liable for any claim regarding the Transfer Order, including but not limited to loss of interest due to an unauthorized or erroneous Transfer Order. In the event that it is determined your Transfer Order is delayed or erroneously executed as a result of our error, our sole obligation to you shall be to pay or refund such amounts as may be required under applicable law. Any claim for interest payable by us shall be at a rate equal to the average of the Federal Funds rates set by the Federal Reserve Bank of New York. In any event, you agree to notify us of any claim concerning a Transfer Order within one (1) year from the date we provide you with any notice or statement that a Transfer Order has been executed; if you fail to do so, your claim will be barred under applicable law. YOU AGREE THAT IN NO EVENT SHALL WE BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES IN CONNECTION WITH ANY TRANSFER ORDER REGARDLESS OF THE FORM OF THE ACTION, AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Section 11.14 Other Agreements

You agree to be bound by the rules of all funds transfer systems and communications systems in which the Bank participates, including but not limited to Fedwire, CHIPS and S.W.I.F.T., through which Transfer Orders may be effected.

### ARTICLE XII. OTHER LEGAL TERMS

#### Section 12.01 Laws and Rules Governing Your Account

##### (a) Governing Laws

This Agreement, all Accounts and services provided to you, and any dispute relating to those Accounts and services are governed by Federal law and, when not preempted by Federal law, the laws of the State of New York. If any part of this Agreement is invalid or unenforceable, such determination will not affect the remainder of this Agreement.

##### (b) Indemnification and Limitation of Liability

You agree to indemnify and hold us harmless from any losses, damages, suits, and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur as a result of relying upon instructions from you. You agree to comply with applicable law and to not use your Account for unlawful internet gambling transactions or other illegal transactions or activity. Your agreement to comply includes U.S. economic sanctions laws and regulations, including those issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States. You agree

to reimburse us for all claims, costs, losses, and damages (including collection fees) we may incur with respect to occasions when you do not have sufficient funds in your Account, or you have returned deposited Items to your Account. We are not liable to you for claims, costs, losses, or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment, or communications malfunction). We are not liable for special, incidental, exemplary, punitive, or consequential losses or damages of any kind. We reserve the right to limit access to your Accounts, which can include temporarily or permanently disabling your debit card, removing your online access, restricting your Account, dishonoring your Checks, and closing your Account without prior notice to you unless prior notice is required by law. Our liability to you for a claim is limited to the face value of the Item or transaction, or the actual value of any funds not properly credited or debited. In any lawsuit brought by you against us or by us against you, the prevailing party in the lawsuit is also entitled to recover reasonable attorney's fees and court costs from the non-prevailing party. This Indemnification and Limitation of Liability does not, in any case, reduce our liability to you as described in [ARTICLE VII](#) of this Agreement relating to Electronic Funds Transfers. Transactions in your Account are also subject to applicable NACHA Rules and Federal Reserve rules and regulations. You agree that you will not use your Account to send or receive a payment using The Clearing House Association's Real-Time Payment network on behalf of anyone who is not a U.S. citizen or resident alien.

(c) [Restricting Your Account; Blocking or Delaying Transactions](#)

We may decline or prevent any or all transactions to or from your Account to protect you or us, or to comply with legal requirements. We may refuse, freeze, reverse, or delay any specific withdrawal, payment, or transfer of funds to or from your Account, or we may remove funds from your Account to hold them pending investigation, including in one or more of the following circumstances:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions from accountholders;
- We suspect that you may be the victim of a fraud, scam, or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying with any Federal, state, or local law, rule, or regulation, including Federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules, or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We can assign and transfer your Account information and documentation to a replacement account number at our discretion. We may make this assignment when your Account is reported compromised by you or any accountholder. If we issue you a replacement Account number for your Primary Account or any Plan with an account number, this Agreement governing you and your Account will continue to apply, without interruption, as if you retained the discontinued account number. We will have no liability for any action we take under this [Section 12.01](#).

(d) [Changes to the Agreement](#)

We may change the terms of this Agreement, including fees and features of your Account, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

## Section 12.02 [Collecting Personal Information](#)

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. We require your name, residential address, date of birth, and Social Security number or

Taxpayer Identification Number and may require a driver's license or other Federal or state government-issued identifying documents as a condition to your opening an Account.

Our policies may require additional information about you, or any person associated with you or with the Account when or after you open the Account, to assure that we comply with our legal requirements. We may restrict or close your Account if we are unable to obtain information to satisfy our legal requirements. By opening an Account with us, you confirm that you are not covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control.

### Section 12.03 Illegal Activities

We strictly prohibit the use of any Account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an EFT, or by Check, draft, or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling", is defined in 12 CFR § 233.2(bb). You agree not to conduct any transactions through your Account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits relating to internet gambling. You also agree not to use your Account for any other illegal activity.

### Section 12.04 Death or Incompetence of Accountholder or Sole Signer

You agree to tell us immediately if an accountholder dies or is declared incompetent by a court. We may act as if both joint accountholders are alive and competent until we receive notice otherwise. After we receive notice of death or incompetence, we may freeze your Account balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive the documents that we request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the U.S., we may require a personal representative to be appointed by a court in a U.S. jurisdiction. If we have any tax liability because of paying your Account balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an accountholder authorizes any transaction, but it is not presented for payment until after that joint accountholder dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are permitted to exercise our right of setoff against the funds credited to the balance of your Account after your death. We have these rights even if a surviving joint accountholder has rights to the Account.

### Section 12.05 Competing Claims

If there are conflicting instructions or there is any dispute regarding your Account, we may interplead the funds in a court of competent jurisdiction for resolution.

### Section 12.06 Authorization to Share Information

You authorize Bank to share information about you and your Account with HMBradley, Inc., and third parties, unless the law or our Privacy Notice prohibits us from doing so. Please see our most current Privacy Notice at <https://hmb.to/privacy-notice> for your choices about information sharing.

### Section 12.07 Disputing Information Reported to a Consumer Reporting Agency

If you believe that we have reported inaccurate or incomplete information about your Account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by contacting us at <https://support.hmbradley.com/> and provide your name, address, phone number, account number, the specific information you are disputing, an explanation of why it is inaccurate or incomplete, and any supporting documentation.

#### Section 12.08 [Research, Legal Process and Requests for Information](#)

If we receive any Legal Process relating to you or your Account, you and any joint accountholder authorize us to comply with it. We do not have to determine whether the Legal Process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the Account cannot be closed. As permitted by law, we will deduct from your Account balance a “Legal Processing Fee” as set forth in the [FEE SCHEDULE](#) or costs and expenses we incur in complying with the order, or both. If any action, including administrative proceedings, garnishment, tax levies, restraining orders, or another action is brought against you or your Account, you will be liable to us for any loss, cost, or expense (including attorneys’ fees) resulting from our compliance with any Legal Process. If we receive any subpoena, court order, or request for information or documents from a government entity or arbitration panel relating to your Account, we are authorized to comply with it. If we are required to answer a subpoena or similar order requesting records of your Account, we may charge you a “Research Fee and Related Copying Fees” as set forth in the [FEE SCHEDULE](#), less any amount we are paid by the person issuing the subpoena before we deliver our response.

#### Section 12.09 [Abandoned Property](#)

We will comply with state laws that govern when Accounts are considered dormant and abandoned and send your funds to the state.

#### Section 12.10 [English Language](#)

The terms of this Agreement and the products and services we provide are governed by the English language.

#### Section 12.11 [Assignment of Agreement and Successors](#)

This Agreement will be binding on your personal representative, executors, administrators, and successors and on our successors and assigns. You may not assign, transfer, or grant a security interest in your Account to anyone other than us without our express written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and note the assignment in our records. By noting the assignment, however, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your Account is subject to our setoff rights.

#### Section 12.12 [No Waiver](#)

If we fail to exercise any right, we do not waive that right or any other right, and we may still enforce all of our rights in the future.

### ARTICLE XIII. FEE SCHEDULE

Fee	Dollar Amount
Monthly Maintenance	\$0
Standard or Expedited ACH Transfer	\$0
Incoming Wire Transfer	\$0
Outgoing Wire Transfer (only domestic wires are permitted)	\$15
Standard Bank Check	\$0
Cross-Border/Currency Conversion Transaction	\$0; Third party processors may include a fee in the currency conversion
Returned Deposit Item	\$0
Overdraft	\$35; maximum fee for all Items returned in a day
Stop Payment Order	\$10
Rush Delivery of Debit Card or Other Items	\$15
Legal Processing Fee	\$25
Research Fee and Related Copying Fees	\$75 per hour for research; \$0.50 per page for copies

## ARTICLE XIV. PRIVACY NOTICE

Rev. August 4, 2022

FACTS	WHAT DOES HM BRADLEY, INC. (HMB) AND NEW YORK COMMUNITY BANK, A DIVISION OF FLAGSTAR BANK, N.A. (NYCB), DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and income</li> <li>■ account balances and payment history</li> <li>■ credit history and credit scores</li> </ul> <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons HMB and NYCB choose to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Do HMB and NYCB share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Visit us at <a href="https://support.hmbradley.com">support.hmbradley.com</a>	

Who we are	
Who is providing this notice?	HM Bradley, Inc., and New York Community Bank, a division of Flagstar Bank, N.A.
What we do	
How do HMB and NYCB protect my personal information?	We use security measures to protect your personal information from unauthorized access and use. These measures include computer safeguards and secured files and buildings.
How do HMB and NYCB collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or apply for a loan</li> <li>■ show us your government-issued ID</li> <li>■ give us income information or wage statements</li> </ul> <p>We also collect your personal information from credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing with nonaffiliates who market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ HMB and NYCB do not share with their affiliates</li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ HMB and NYCB do not share with nonaffiliates so that they can market to you.</li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ Our joint marketing partners include companies like banks and financial service providers.</li> </ul>
Other Important Information	
<p><b>State Laws</b></p> <p>CA: Accounts with a California mailing address are automatically treated as if they have limited sharing with non-affiliates.</p> <p>NV: We are providing you this notice pursuant to Nevada law. You will not receive marketing calls from us. For more information, contact us at <a href="mailto:help.hmbradley.com">help.hmbradley.com</a> with "Nevada Annual Notice" in the subject line or visit us at <a href="http://www.hmbradley.com/privacy">www.hmbradley.com/privacy</a>. You may also contact the Nevada Attorney General's office: Bureau of Consumer</p>	

Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

VT: If your account has a Vermont mailing address, your account is automatically treated as if it has limited the sharing. For joint marketing, we will only disclose your name, contact information and information about your transactions.