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**TERMS AND CONDITIONS**

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# TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

The purpose of this document is to:

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

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

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

**Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another), to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance accrued. You will pay any additional reasonable charges for services you request that are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

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

**Deposits.** We will give only provisional credit until collection is final for any items, other than cash, that we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them.

We will treat and record all transactions received after our "daily cut-off time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements or endorse in our presence.

## WITHDRAWALS

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals, may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us. You understand and agree that we will not monitor for dual signature requirements for any account, even if we have previously agreed, either orally or in writing, to do so.

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

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request that you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request that is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion, we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

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

**Multiple Signatures, Electronic Check Conversion and Similar Transactions.**

An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures. Furthermore, you agree and understand we will no longer monitor any account for dual signature requirements, even if we have previously agreed to do so.

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

**Ownership of Account and Beneficiary Designation.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** This is an account in the name of one person.

**Joint Account.** You intend and agree that regardless of whose funds are deposited in the account that upon your death the balance in the account will belong to the survivor(s). If two or more of you survives, you will own the balance in the account as joint tenants with right of survivorship. This agreement is governed by North Carolina General Statutes § 54C-165.

**Personal Agency Accounts.** Such an account allows you to name an agent who will have the authority to make withdrawals from the account by check or otherwise and endorse checks payable to you for deposit only into the account and otherwise make deposits. In addition, you may elect to extend the authority of your agent so your agent may act notwithstanding your subsequent incapacity or mental incompetency. Your agent’s authority would then end at such time as the agent receives notification from a qualified guardian or duly appointed attorney-in-fact. If you do not elect to extend the authority of your agent, then your subsequent incapacity or mental incompetency will terminate the authority of your agent. This agreement is governed by North Carolina General Statutes § 54C-167.

**Joint Account - No Survivorship.** This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person.

**Payable on Death (POD) Account.** A beneficiary cannot withdraw unless: (1) the

person creating the account dies, and (2) the beneficiary is then living. The person creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time. This agreement is governed by North Carolina General Statutes § 54C-166.1.

**Business, Organization and Association Accounts.** Earnings in the form of interest, dividends or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items, such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cut-off time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, amount of the item and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

**Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions may be described elsewhere.

**Amendments and Termination.** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any terms of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including a precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## **STATEMENTS**

### **Your Duty to Report Unauthorized Signatures, Alterations, Forgeries and Other Errors.**

You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures, alterations, incorrect payment amounts, or missing or incorrectly credited deposits, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care, and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but also other items with unauthorized signatures or alterations by the same wrongdoer.

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

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, incorrect payment amounts, missing or incorrectly credited deposits, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

### **Errors Relating to Electronic Fund Transfers or Substitute Checks.**

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

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

**Direct Deposits.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from another account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

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

This right of set-off does not apply to this account if prohibited by law. For example, the right of set-off does not apply to this account if: (1) it is an Individual Retirement Account or similar tax-deferred account, or (2) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (3) the debtor's right of withdrawal only arises in a representative capacity, or (4) set-off is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set-off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

**Check Processing.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practices, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements.

We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**Check Cashing.** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**Truncation, Substitute Checks and Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create



conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

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

**Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**ACH and Wire Transfers.** This agreement is subject to Article 4A of the Uniform Commercial Code — Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by Automated Clearing House (ACH) association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**Facsimile Signatures.** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**Restrictive Legends or Endorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are “must be presented within 90 days” or “not valid for more than \$1,000.00.” The payee’s signature accompanied by the words “for deposit only” is an example of a restrictive endorsement.

**Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**Endorsements.** We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

**Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items and instructions until: (1) we know of your death or adjudication of incompetence, and (2) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**Account Security.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or encode your number on a false demand draft that looks like

and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or co-worker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive Pay and Other Fraud Prevention Services.** Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**Monitoring and Recording Telephone Calls and Consent to Receive Communications.** Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

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

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voicemail and

text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

**Claim of Loss.** The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**Early Withdrawal Penalties.** (And involuntary withdrawals) We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our set-off against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**Address or Name Changes.** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**Resolving Account Disputes.** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of a claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**Waiver of Notices.** To the extent permitted by law, you waive any notice of nonpayment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ITEM:** The term "item" includes all orders and instructions for the payment, transfer, or withdrawal of funds from an account. As examples, item includes: a check, substitute check, purported substituted check, electronic transaction (including an ACH transaction, ATM withdrawal or transfer, or point of sale transaction) draft, demand draft, everyday

non-recurring debit card transaction, recurring debit card transaction, remotely created check, remotely created consumer check, image replacement document, indemnified copy, preauthorized draft, preauthorized payment, automatic transfer, telephone initiated transfer, online banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, or other order of instruction for the payment, transfer, or withdrawal of funds, or an image, digital image or a photocopy of any of the foregoing. "Item" also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. "Item" may also include a check, draft, warrant, or other item deposited to your account, including a deposited item that was returned unpaid.

**DEBIT CARD TRANSACTION TERMS:** For purposes of this Agreement, "everyday non-recurring debit card transactions" are usually purchases made with your debit card or debit card number on a one-time or day-to-day basis. As examples, you use your debit card for purchases of food, groceries, and coffee. For purposes of this Agreement, "recurring debit card transactions" are usually transactions that you set up to occur automatically, such as automatic bill payments. As examples, you give merchants your debit card number to use for your rent, mortgage, utility, or car payments. We rely on the merchant that processes the transaction to determine if it is a recurring transaction or an everyday non-recurring transaction.

**Interest.** If your account earns interest, the following information applies: (1) The Truth in Savings Disclosures and Rate Tiers sections set forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid and any minimum balance requirements. (2) The sections may specify a minimum balance that you are required to maintain in your account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your account and/or may charge a fee for that period. You should review any minimum balance requirements included in the disclosures. (3) The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). (4) The disclosures will indicate the interest compounding and crediting frequency for your account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your account. (5) We may accrue interest on your account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the account, is called accrued unpaid interest. (6) We have the right to change the rates and fees in accordance with the terms of the disclosures. We also reserve the right to change any other term of this agreement at our sole discretion.

**Balance Methods.** As used in this agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

**Deposit Rules.** We reserve the right to refuse any item for deposit into your account. If we offer direct deposit services for automatic preauthorized deposits to your account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds.

**Use of Power of Attorney.** Except as required by law, we may reject, comply with, or require an indemnity, agent certification or legal opinion prior to accepting a power of attorney or responding to agent requests under a power of attorney for any reason at our sole discretion.

**Indemnification.** You agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability or exposure (including reasonable attorneys' fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed.

**Re-Presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included in your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement.

**Stale Checks.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

**Checking Accounts.** If your account is a checking account, the following terms may apply: the "Business Interest Checking" product is an interest bearing demand deposit checking account with no business ownership restrictions. All other consumer and business interest bearing checking accounts are classified as NOW accounts, which may include certain restrictions. No interest will be paid on any demand deposit checking account with us. Accounts classified as NOW accounts must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for-profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational or other similar purpose.

**Interest Checking (NOW) Sub-Accounts.** If you have an account classified as an interest bearing demand deposit checking account or a NOW account, your account represents a Master Account consisting of a transaction sub-account and a savings sub-account. We may periodically transfer funds in the Master Account between the two sub-accounts. This process will not affect your available balance, service charges, FDIC insurance, interest earnings, your statement, or any of the other features of your account.

**Time Deposits.** If your account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your account. We will consider requests for early withdrawal and, if granted, the penalty provided in the schedule will apply. (1) The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has, or would be earned on the account. If your account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your account. For fixed-rate accounts, we will use the rate in effect for your deposit. (2) We may let you withdraw money from your account before the maturity date without an early withdrawal penalty: (a) when one or more of you dies or is determined legally incompetent by a court or other

administrative body of competent jurisdiction; or (b) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven days after the account is opened; or (c) when the account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (d) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 401 OR 26 USC 408, when you reach age 59 ½ or become disabled; or (e) within an applicable grace period (if any).

**Uniform Transfers to Minors.** If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by such Act, and the account will be deemed to be your account as custodian for the named minor beneficiary under such Act. You agree to comply with all requirements of the applicable UTMA or UGMA law, including but not limited to your requirement to (a) expend the UTMA or UGMA assets only for the use and benefit of the minor named on the account and (b) upon the earlier of the minor reaching the applicable termination age or the minor's death, transfer the account assets to the minor or to the minor's estate as appropriate. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.

**Agency Accounts.** Notwithstanding anything contained in this Agreement to the contrary, an "Agency" designation may be combined with one of the other forms of account ownership; provided, however, that all owners of the account authorize the "Agency" designation. Notwithstanding the preceding sentence, we shall have no obligation to confirm that all owners of the account authorize the "Agency" designation.

**Fiduciary Accounts.** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, and conservatorship accounts, and any formal trust account, UTMA or UGMA account, or agency account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

**Attorney Client Trust Accounts.** Subject to applicable law, an Attorney Client Trust or IOLTA Trust Account is an account set up by an attorney or law firm to hold client or third-party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA Trust Account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA Trust Account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA Trust Account will be remitted to the appropriate entity, pursuant to your instructions and at your request. IOLTA Trust Accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

**Real Estate Broker Client Trust Accounts.** Subject to applicable law, a real estate broker may open account(s) to hold client or third-party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a

trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules.

**Government/Municipal/Public Funds Accounts.** This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

**Financial Institution Liability.** You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your account are or may be subject to legal process or other claim. In no event will we be liable for special, consequential, or punitive damages or losses of any kind, including, but not limited to, loss of profits and opportunity or for attorneys' fees incurred by you. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of the check or item when you issue it.

**Dormant Accounts.** If you have not made a withdrawal from, or a deposit to, your account for an extended period of time, your account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the account, and the account will be presumed to be abandoned if we have been unable to contact you. In accordance with state laws, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

**Nonsufficient Funds – Overdrafts and Declined or Returned Items.** When we determine that you do not have enough available funds in your account to cover a check or other item, then we consider the check or other item a non-sufficient funds (NSF) item. Without notice to you, we either authorize or pay the NSF item and overdraw your account (an overdraft item) or we decline or return the NSF item without payment (a returned item). We pay overdrafts at our discretion, which means that we do not guarantee that we will always, or ever, authorize and pay them. If we overdraw your account to pay items on one or more occasions, we are not obligated to continue paying future NSF items. We may pay all, some, or none of your NSF items, without notice to you. If we do not authorize and pay an overdraft, then we decline or return the transaction unpaid. An NSF fee may be assessed regardless of whether the item is paid (Overdraft Fee) or returned unpaid (Returned Item Fee). We may also treat as an NSF item each fee that creates an overdraft and each deposited item returned to us unpaid that creates an overdraft. Please also be aware that third parties may charge you fees if transactions are declined or returned. Additional information regarding NSF fees is included in the Miscellaneous Fees list that you received at account opening. Please review the Miscellaneous Fees list for your account carefully. The Miscellaneous Fees list may be updated by us from time to time. If we overdraw your



account or assess an Overdraft Fee, you agree to repay us immediately, without notice or demand from us. Similarly, if we decline or return the NSF item without payment and assess a Returned Item Fee, you agree to repay us immediately, without notice or demand from us. We may use deposits you or others make to your account to pay overdrafts, NSF fees (including Overdraft Fees and Returned Items Fees), and other amounts you owe us.

You can avoid fees for overdrafts and declined or returned items by making sure that your account always contains sufficient available funds to cover all of your transactions. We offer services that you can use to help you manage your account and help you avoid overdrafts, such as our Online and Mobile Banking services and Online Alerts and Notifications. Please visit our website at [ucbi.com](http://ucbi.com) or contact our support team for more information. Also, please review our Overdraft Practice Setting and the Overdraft Protection Services we offer which are described in more detail below.

**Holds.** Occasionally funds in your account are not available to cover your transactions. When we determine that funds in your account are subject to a hold, dispute, or legal process, then these funds are not available to cover your transactions. As examples of these types of holds, holds include deposit holds, holds related to cash withdrawals, and authorization holds we place on the account for debit card or other transactions that have been authorized but not yet posted. Further, see [Legal Actions Affecting Your Account and Resolving Account Disputes](#) in the Terms and Conditions for additional information on freezes and holds that may be placed on the account in connection with a legal action or dispute.

Authorizations and Holds for Debit Card Transactions: When you use your debit card, you authorize the merchant with whom you use your card or to whom you previously provided your information to ask us to approve the transaction you desire to make. At this time, in order for the transaction to go through, we must promise the merchant to pay for the purchase upon the merchant's request. When we give authorization to a merchant, we will reserve or place a hold on your balance, generally for three (3) business days, for the amount of the authorization. A hold generally reduces the amount of available funds in your account by the amount of the authorization request. Your debit card transaction is subsequently paid when the merchant presents it to us for payment – that is, when the merchant asks us to transfer the funds from your account to the merchant. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your account after the authorization hold has lifted. We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants request authorizations for an amount that is unrelated to the actual amount of the purchase (such as self-service fuel). For some types of purchases, we may place a hold for a longer period. There are times – for example, at restaurants, hotels, or car rental agencies – that merchants will not know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your balance. For debit card transactions that we have already authorized, we may pay the purchase amount from your account whenever the merchant sends it to us, even if the hold has expired.

Overdrafts with your Debit Card: Unless you have notified us that you DO want us to pay everyday non-recurring debit card overdrafts at our discretion, we generally will not authorize such a transaction if we determine at the time of the everyday non-recurring transaction that you may not have available funds in your account to pay that transaction, and we will not charge an NSF fee.

When we give authorization to a merchant for your purchase, your available balance will decrease. However, the authorization will not prevent certain items, such as ACH transactions and checks, from posting to your account, which can leave your account without enough funds. To avoid Overdraft Fees and Returned Item Fees, be sure to keep enough funds in your account to avoid overdrawing your account, including enough funds

for previously authorized debit card transactions not yet posted to your account. The amount being held is not applied to the debit card transaction or to any specific transaction. If the hold expires and the transaction has not been paid, the amount being held is returned to your available funds. After the merchant has presented the debit card transaction for payment, we determine whether you have sufficient funds available to pay the transaction. If other account activity has caused the funds available in your account to drop before the debit card transaction is paid, you may no longer have sufficient funds to pay the merchant. If you do not have sufficient funds, the debit card transaction will cause you to overdraw your account since we must honor our promise to pay the merchant. If your account had sufficient funds to cover the everyday non-recurring debit card transaction at the time it was authorized, no Overdraft Fee will be assessed on the everyday non-recurring debit card transaction. If it is a recurring transaction, you may incur an Overdraft Fee; this may occur even if your account did have sufficient available funds when the merchant requested the authorization. We rely on transaction coding sent to us by the merchant or other third party to determine whether the transaction is everyday or recurring. If any other transaction other than an everyday non-recurring debit card transaction overdraws your account, we may assess NSF fees.

Here is an example of how that may happen: On Wednesday, we authorize a debit card transaction because, at the time, you have available funds in your account in excess of the authorization request from the merchant. Then a hold is placed on your funds for the amount of the authorization request until the merchant presents the transaction for payment. On Thursday, we process and post another transaction (such as a check you wrote) that reduces your available funds below zero. If the merchant presents the original debit card transaction on Friday, and your available funds are now below the amount needed to pay the transaction, the debit card transaction will overdraw your account and you may incur an Overdraft Fee if it is a recurring debit card transaction. Please note that we do not show holds, or distinguish between available and unavailable funds in your account balance, on your statement so when you review your statement later, it might appear that you had enough funds in your account to cover a debit for which we charged you a fee.

**Overdraft Practice Setting.** We automatically apply our standard courtesy overdraft practices to all eligible accounts. This is referred to as the Courtesy Overdraft Coverage setting and is further detailed in the Courtesy Overdraft Coverage paragraph below. We also offer an optional courtesy overdraft practice setting for eligible accounts; this is referred to as the Courtesy Overdraft Coverage with ATM and Debit Card Coverage and is further detailed in the Courtesy Overdraft Coverage with ATM and Debit Card Coverage paragraph below.

With or without these overdraft practice settings, your account might still become overdrawn and you may still incur fees, overdrafts, or returned items. Additionally, please note: (i) we do not guarantee that we will pay any overdraft transaction; (ii) the amount available for the overdraft settings varies; (iii) you should not count on any of our overdraft settings or any of our Overdraft Protection Services being available; (iv) you should only make debit transactions when you have sufficient funds available in your account; (v) even though we may authorize and pay overdrafts, we have no obligation to approve overdrafts or to notify you when we approve overdrafts; (vi) if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice; and (vii) if we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount and fee. We reserve the right to terminate these settings at any time without notice to you.

Please note that there are some accounts that are not eligible for these two settings. Certain other restrictions apply.

Courtesy Overdraft Coverage: With this standard setting, we do not authorize overdrafts for everyday non-recurring debit card transactions and ATM transactions if, at the time of an everyday non-recurring debit card transaction or ATM transaction, we determine that you

may not have available funds in your account (or in any applicable Overdraft Protection Service) to cover the transaction, and in this case, we will generally decline the transaction. With this setting, we may authorize and pay overdrafts for other types of transactions when you do not have available funds in your account at the time of the transaction; these other types of transactions include: (1) checks and other transactions made using your checking account number; (2) recurring debit card transactions; (3) ACH transactions; (4) preauthorized payments; and (5) automatic and online bill payments.

**Courtesy Overdraft with ATM and Debit Card Coverage:** You must enroll (or opt-in) to authorize this setting. If you enroll (or opt-in) to this setting, you may choose to opt-out at a later time by contacting your local branch or by phone. With this optional setting, in addition to the types of transactions we may authorize under the Courtesy Overdraft Coverage setting described above, we may authorize and pay overdrafts for ATM transactions and everyday non-recurring debit card transactions when you do not have available funds in your account at the time of the transaction.

**Overdraft Protection Services:** You should always avoid transactions that will overdraw the available funds in your account. However, we offer certain optional Overdraft Protection Services which are described below which may help you avoid Overdraft Fees and Returned Item Fees. Most accounts can be enrolled into our Overdraft Protection Services, however, you should ask us whether your account is eligible. If you choose to enroll in one of these Overdraft Protection Services, please be advised there are fees associated with your use of Overdraft Protection Services.

The Miscellaneous Fees list for your account explains the fees and other charges that apply to the available Overdraft Protection Services. Please review the Miscellaneous Fees list carefully. While fees may apply when you use our Overdraft Protection Services, the fees under some of the services may be less expensive than the fees for Overdraft Fees and Returned Item Fees. If you wish to enroll in one of these Overdraft Protection Services, please call 1-800-822-2651 or visit your local branch. You will not be enrolled into an Overdraft Protection Service unless and until you contact us and receive a written confirmation or signed agreement.

Please note, for your reference, we are providing below a description of the optional Overdraft Protection Services that we offer. Some accounts may not be eligible for these services. Under some services, we make transfers in a minimum amount so we may not make a transfer if you do not have at least the minimum transfer amount available under the service. Overdraft Protection Services only apply when there are insufficient available funds in your account to cover a debit; however, please be reminded that we may pay NSF items, with no obligation to do so, and may terminate these services at any time. Rather than automatically returning unpaid all NSF items that you may have, we will consider, without obligation on our part, payment of your reasonable overdrafts.

You must enroll (or opt-in) to authorize these Overdraft Protection Services. If you enroll (or opt-in) to any of these services, you may choose to opt-out at a later time by visiting your local branch or calling 1-800-882-2651. Please note that these optional Overdraft Protection Services are services provided at our discretion. We may pay overdrafts at our discretion and reserve the right to terminate any of the Overdraft Protection Services at any time. All Overdraft Protection Services described herein are subject to other terms and conditions otherwise disclosed by us or provided to you in connection with the applicable service. Certain other restrictions apply.

**Overdraft Protection Transfer from Deposit Account:** This optional service allows you to link your account to another deposit account with our bank for overdraft protection. The other deposit account can be a second checking, money market, or a savings account.

If you enroll in this optional service, when you do not have enough available funds in your account to cover an item, we may automatically transfer funds from the available balance

in your other linked deposit account to your account. We generally charge an overdraft protection transfer fee for each transfer. Please keep in mind that the funds deposited in your other deposit account may not be available immediately for overdraft protection transfers. For example, your funds deposited in your other deposit account may be subject to a hold. Transaction restrictions may also apply with respect to your other deposit accounts. We have the discretion to cancel this Overdraft Protection Service. For example, if your account or other deposit account is closed for any reason, we may cancel this Overdraft Protection Service.

Please see the Miscellaneous Fees list for your account for more information about the charges associated with the Overdraft Protection Transfer from Deposit Account service.

**Overdraft Line of Credit Protection Transfer:** This optional service allows you to link your eligible line of credit with us to your account with us for overdraft protection.

If you enroll in this optional service, when you do not have enough available funds in your account to cover an item, we may automatically advance funds from your linked line of credit and transfer the funds to your account. Please keep in mind that the advance is made under, and is subject to, the terms and conditions described in the agreement governing the line of credit. We typically make the advance as long as you are not in default under the agreement governing the line of credit and as long as the advance does not cause you to exceed the amount of your available credit in your line of credit. Please be advised that the funds advanced are subject to the fees and finance charges under the agreement governing the line of credit. We may also charge an additional overdraft protection transfer fee to your account for each transfer.

Please see the Miscellaneous Fees list for your account for more information about the charges associated with the Overdraft Line of Credit Protection Transfer service and please review your line of credit agreement for more information about terms and conditions that apply to this service. We have the discretion to cancel this Overdraft Protection Service. For example, if your account or other line of credit is closed for any reason, we may cancel this Overdraft Protection Service.

**Understanding Your Account Balance.** Your account has two kinds of balances: the current balance and the available balance. Your current balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your current balance less: (i) holds placed on deposits; (ii) holds on debit card or other transactions that have been authorized but not yet posted; and (iii) any other holds such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders.

We use your available balance to determine whether there are sufficient funds in your account to pay items including checks and drafts as well as ACH, debit card, and other transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause you to overdraft your account regardless of your current balance. Although holds on debit card transactions that have been authorized and not yet posted reduce your available balance, those authorization holds will not prevent certain items, such as ACH transactions and checks, from posting to your account. In such cases, subsequent posting of the pending transactions may further overdraw your account and may be subject to additional fees.

You should assume that any item which would overdraft your account based on your available balance may create an NSF fee.

**How Transactions Are Posted to Your Account.** There are two main types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). Posting transactions to your account impacts the balance in your account. Posting a debit decreases your balance. Posting a credit increases your balance.

**Posting Orders.** You agree that we may in our discretion determine our posting orders for the transactions in your account and that we may debit, credit, authorize, accept, pay, decline, or return credits or debits, and determine holds in any order at our option. While we have the sole discretion to determine or change our posting order for the transactions in your account, this section is intended to summarize how we generally post some common transactions to your account.

Generally, we group different types of transactions into categories. We use several different categories for holds, credits, and debits. Most categories include more than one transaction type. After the business day ends, our system assigns each transaction received for that day to a category. We generally post all transactions within a category, using the posting order or orders that apply to that category, before we post any transactions assigned to the next category.

Generally, when posting your transactions, we start with the current balance in your account at the beginning of the business day. We then subtract holds from your balance and make any adjustments from the prior day (including adjustments for fees). We generally add credits to your balance and then subtract debits from your balance. A few, but not all, categories are shown below. For each debit and credit category shown below, we list some common types of debits and credits that we assign to the category.

- After we subtract from your balance holds and make any adjustments from the prior day, we add credits and deposits to your balance.
  - In some cases when you deposit an item, the full amount of the deposit may not be available to you at the time of deposit. Please refer to our current Funds Availability disclosure for details regarding the timing and availability of funds from deposits.
  - Common credits in this category include:
    - Direct deposits and ACH transactions – These transactions are posted according to the settlement date of the entry. These may be posted earlier than the settlement date at our discretion.
    - Cash and checks deposited in your account.
- Then, we subtract most types of debits from your balance.
  - Common debits in this category include:
    - Debits from checking accounts for the purpose of funding wire transfers or the purchase of negotiable instruments.
    - Debits for loan payments.
    - Withdrawals and transfers made at our ATMs or with our tellers.
    - Checks written by you that are cashed at our ATMs (if and where available) or with our tellers.
    - Debit card transactions.
- Then, we subtract from your balance many other types of electronic debits (that are not checks).
  - Common debits in this category include:

- Scheduled transfers.
- reauthorized or automatic payments that use your deposit account number (also known as ACH payments).
- After the above steps, for other checks your write, we subtract from your balance checks. Generally, when you write a check it is processed through a system. We receive data files of cashed checks from the system each day. The checks drawn on your account are compiled from these data files and paid each day. First, checks without a check number that we are able to read are subtracted in order from lowest to highest dollar amount. Next, for checks with a check number that we are able to read, checks are posted to your account in the order of the check number, from lowest check number to highest check number as we are able to process them.
  - For example, consider the event in which we receive six checks that are signed in your name and which are not cashed at our ATMs (if and where available) or with our tellers. Our systems are able to read only two of the check numbers: No. 800 and No. 802. The remaining four checks do not have check numbers which our system is able to identify and read. In this scenario, we subtract the four unnumbered checks in order from lowest to highest dollar amount. Next, we subtract check No. 800. Then, we subtract check No. 802.
- Finally, we subtract some remaining debits, including debits from telephone transfers.

Keep in mind that there are many ways transactions are presented for payment by merchants or other persons and we are not necessarily in control of when transactions are received. Be aware that an item may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee, including an Overdraft Fee or a Returned Item Fee, each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented. For example, merchants may request payment for one item multiple times. Each request to debit your account may result in an NSF fee.

This is a general description of certain types of transactions. These practices may change, and we reserve the right to pay or post items in any order we choose permitted by law.

**Changes to Posting Order.** As we noted above, you agree that we may determine in our sole discretion the orders in which we post transactions to your account.

You agree that we may determine in our sole discretion the categories, the transactions within each category, the order among and between categories, and the posting orders within each category. Generally, there are times where we revise, add, or delete categories; we may also change posting orders within categories and move transaction types among and between categories. Therefore, you agree that we may in our discretion make these changes at any time without notice to you.

If required by law to post transactions in a particular order, we may adjust the posting order to comply with such law without notice to you.

**Our Systems Determine Posting Orders at End of Business Day.** We receive holds, credits, and debits throughout the day. Regardless of when during the day we receive transactions for your account, you agree that we may treat them as if we received all transactions at the same time at the end of the business day.

During the day, we may show some transactions as processing or “pending”. However, you should be aware that the transactions shown as processing have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day.

You should be aware that we often do not receive debits on the same day that you conduct

them. As an example, when you use your debit card to pay for a purchase and sign for the transaction, we typically receive an authorization request from the merchant that same day; however, we might not receive the final debit card transaction for payment and posting until several days later.

We generally post credits and debits to your account, and report them on your statement, which may result in a different order than the order in which you conduct them or we receive them.

**Payment of NSF Fees.** We determine at the time we post a debit to your account whether it creates an overdraft and whether an Overdraft Fee or Returned Item Fee applies.

If, on any day, the available funds in your account are not sufficient to pay the full amount of a paper or electronic check, draft, ACH transaction, request for electronic payment, or any other transaction posted to your account plus any applicable fee, we may pay or return the overdraft. Overdraft transactions can be presented for payment multiple times by the merchant requesting payment, which may be beyond our control. Each presentment, including repeat presentments, may be charged a separate NSF fee if the available funds are not sufficient to pay at the time of presentment. When several debits arrive on the same business day for payment from your account and you do not have enough funds to cover all of the debits, you understand that some posting orders may result in more overdrafts, and more fees for overdraft items and returned items, than other posting orders. You understand and agree that we may choose the posting order in our sole discretion, and may also change them from time to time regardless of whether additional fees may occur. You also understand and agree that if an item is presented for payment more than one time, a new fee may apply each time the item is presented. Our determination that insufficient funds are available in your account balance may be made at any time between presentment and our deadline with only one review of the account required. You should note that sometimes we will authorize a transaction at a time when you have enough available funds to cover it, but because other transactions post before it and reduce your balance, the transaction creates an overdraft when we post it to your account. Your available balance can change several times each day and may change in a matter of minutes based on the transactions you make with others and how and when they are presented to us for payment. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft.

Both account owner and joint owner agree that they are jointly and separately liable for negative balances on accounts in which the account owner or joint owner have an ownership interest.

**Account Termination.** You and we agree that either of us may close your account and terminate this agreement at any time with or without cause, including, for example, if a zero balance is carried on the account for the lesser of 10 days or the date your account statement is produced reflecting a zero balance. If you receive a bank statement that reflects a zero balance and contains the words "FINAL STATEMENT," our processing system has automatically closed your account. Your account may be reactivated provided you notify us immediately and make a deposit into your account. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. Further, for security reasons, we may require you to close your account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your account; any account checks are lost or stolen; you have too many transfers from your account; or, any other provision of our agreement with you is violated. After the account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. The termination of this agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this agreement is terminated

and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

**Miscellaneous Provisions.** You agree not to use the account in any illegal activity. If you ask us to follow instructions that we believe might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs or expenses that we may incur as a result of any dispute or legal proceeding involving your account. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the agreement to be invalid or unenforceable, such finding shall not make the rest of the agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the agreement in all other respects shall remain valid and enforceable.

**Arbitration.** You and we agree that all disputes, claims and other controversies between us, arising from this account or otherwise, including without limitation contract and tort disputes ("Disputes"), shall be arbitrated in the county in which the account was opened pursuant to the applicable JAMS arbitration rules or its successor in effect at the time the claim is filed, upon request of either party. All of the expenses charged by the arbitrator, in excess of an amount that would be incurred in filing in the court of appropriate jurisdiction, shall be borne exclusively by us. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

**Systems and Software.** We shall not be responsible to you for any loss or damages suffered by you as a result of a failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly without systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

**Governing Law.** This agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state identified in the Terms and Conditions. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the agreement. You understand that we must comply with these laws, regulations and rules. You agree that if there is any inconsistency between the terms of the agreement and any applicable law, regulation or rule, the terms of the agreement will prevail to the extent any such law, regulation or rule may be modified by agreement.

**Limitation to right of set-off against Social Security Funds.** Anything to the contrary in this agreement notwithstanding, we will not exercise our right of set-off against Social Security funds in your account except for debts relating directly to the account (such as overdrafts, account maintenance charges or non-sufficient funds fees). You consent and agree that subsequent Social Security funds that are deposited into the account may, at our discretion, be used to cover overdraft fees, returned item fees or account maintenance or service charge fees.



# ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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## **THIS ELECTRONIC FUND TRANSFER DISCLOSURE APPLIES ONLY TO CONSUMER ACCOUNTS AS DEFINED BY REGULATION E.**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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

- **Preauthorized credits** – You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments** – You may make arrangements to pay certain recurring bills from your checking account(s).
- **Electronic check conversion** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge** – You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Telephone Banking – types of transfers** – You may access your account 24 hours a day by telephone at 1-800-822-2651 using your personal identification number and your account numbers to:

- Transfer funds between your checking and savings accounts
- Get information about your deposit and loan account balances
- Determine if a specific check has cleared
- Verify the date/amount of payroll deposits

**ATM Transfers – types of transfers, dollar limitations, and charges** – You may access your account(s) by ATM using your ATM card and personal identification number or debit card and personal identification number to:

- Get cash withdrawals from checking account(s) with an ATM or debit card
  - you may withdraw no more than \$500 in cash per day. Some accounts may have higher limits.
- Get cash withdrawals from savings account(s) with an ATM or debit card
  - you may withdraw no more than \$500 in cash per day
- Transfer funds between your checking and savings accounts
- Get information about your deposit account balances
- There is a charge of \$1.00 per withdrawal or balance inquiry at ATMs we do not own or operate
- Some services may not be available at all terminals

**Debit Card Transactions** – You may access your primary checking account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution. Using your debit card, you may not exceed \$3,000 in transactions per day from your primary checking account. Some accounts may have higher limits.

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

**Online Banking Available Services** – You may access your account(s) by computer using your username and password to:

- Transfer funds between your checking and savings accounts
- Make payments from checking or savings to loan accounts with us
- Obtain information regarding the account balance of checking, savings, loan and line of credit accounts
- Reorder checks
- Stop payments
- Pay bills online
- Retrieve statement copies

**Mobile Banking Available Services** – You may access your account via certain supported mobile devices using your Online Banking Access ID and password to:

- Transfer funds between your checking and savings accounts
- Deposit checks using Mobile Banking (limitations may apply)
- Make payments from checking or savings to loan accounts with us
- Obtain information regarding the account balance of checking, savings, loan and line of credit accounts
- Recorder checks

- Stop payments
- Open a new account
- Pay bills online
- Retrieve statement copies

Mobile Banking access may be activated and accessed after logging in to Online Banking, or by downloading the application through the applicable app store. Additional terms and conditions apply and will be presented online or on your mobile access device for acceptance prior to the service being activated. Message and data rates may apply. Please check with your mobile carrier for details

## FEES

Fees may apply to bill pay services and external transfers based on timing and dollar amount of the transaction. Please refer to fee payment schedules located within Online Banking for these services at the time the service is initiated. Refer to our Truth in Savings and Miscellaneous Fees sections for a list of other fees associated with your account.

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

## DOCUMENTATION

**Terminal Transfers** – You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

**Preauthorized Credits** – If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-822-2651 to find out whether or not the deposit has been made.

## Periodic Statements –

- You will get a monthly account statement from us for your checking accounts.
- You will get a monthly account statement from us for your savings accounts, unless there are no electronic transfers in a particular month. In any case, you will get a statement at least quarterly.

## PREAUTHORIZED PAYMENTS

**Right To Stop Payment And Procedure For Doing So** – If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you for each stop-payment order you give. Refer to Miscellaneous Fee Schedule for item charge.

**Notice Of Varying Amounts** – If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability For Failure To Stop Payment Of Preauthorized Transfer** – If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **FINANCIAL INSTITUTION'S LIABILITY**

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer,
- despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

## **CONFIDENTIALITY**

We will not disclose information to third parties about your account or the transfers you make unless:

- You request or authorize it;
- The information is provided to help complete a transaction initiated by you;
- The information is provided to a reputable credit bureau or reporting agency; or
- We are legally required or permitted to do so.

## **UNAUTHORIZED TRANSFERS**

### **Consumer Liability –**

- Generally, Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50.00 if someone used your card and/or code without your permission.
- If you do NOT tell us within two business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.00.
- If your statement shows transfers that you did not make, including those made by
- card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money

if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- Mastercard® Debit Card. Additional Limits on Liability for MasterMoney Card®. You will not be liable for any unauthorized transactions using your Mastercard debit card if: (1) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (2) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark of Mastercard International Incorporated.
- Personal Identification Number (PIN). The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.
- Termination of ATM, POS and Audio Response Services. You agree that we may terminate this agreement and your use of the ATM card, POS or Audio Response services, if:
  - You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
  - We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
  - We notify you or any party to your account that we have canceled or will cancel this agreement. You or any other party to your account can terminate this agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

#### **Contact in event of unauthorized transfer**

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

#### **ERROR RESOLUTION NOTICE**

**Notices** – All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

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

- Tell us your name and account number (if any).

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

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

**Business Days** – For purposes of these electronic funds’ disclosures, our business days are Monday through Friday. Holidays are not included.

United Community Bank  
19510 Jetton Road, Cornelius, NC 28031. Phone: 800-822-2651

### **AUTOMATED BILLING UPDATER (ABU)**

The Automated Billing Updater (ABU) service provides a way for debit card issuers to communicate the most recent cardholder account information to Mastercard. Mastercard will then make this information available to merchants who keep a customer’s card number on file for recurring billing payments. Examples of recurring billing types include subscription services and utility companies. ABU is a mandatory service that all issuers must participate in; merchants must request to participate in the service through Mastercard before they are given access to cardholder details. Cardholder may opt-out of participation in the service.

Cardholders will benefit from ABU by no longer having to provide updated card information to participating merchants when a card is reissued due to normal expiration or a lost/stolen card. Merchants who elect to use ABU will typically obtain updated cardholder information before processing their billing cycles, reducing the potential for denied transactions due to outdated card-on-file information.

If you would like to opt-out of this service and not have your account information automatically updated, call Customer Service at 1-800-822-2651 during normal business hours (Monday–Friday 8:00am–6:00pm EST and Saturday 9:00am– 12:00pm EST). Follow the prompts for debit cards, and be sure to have your card number and expiration date available when you call.

## **YOUR ABILITY TO WITHDRAW FUNDS AT UNITED COMMUNITY BANK**

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited

number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash or check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit before 5:00pm at our branch offices (cut-off times may be later at some locations) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

### **LONGER DELAYS MAY APPLY**

**Case-By-Case Delays** – In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225.00 of your deposits, however, may be available on the first business day after the day of your deposit.

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

**Safeguard Exception Delays** – In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

## **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit.

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

Funds from all other checks will be available no later than the ninth business day after the day of your deposit.

## **TRUTH-IN-SAVINGS DISCLOSURES**

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The following disclosures provide details of the minimum balance requirements, fee structures, interest calculation and payment methods, and other features associated with the personal and business checking and savings accounts that we offer. Additional fees are disclosed in the Miscellaneous Fees Schedule and the "What You Need to Know about Overdrafts and Overdraft Fees" section of this disclosure. All fees are subject to change at the option of United Community Bank. You will be notified in advance of changes. Please review this information carefully.

### **NOTICE TO INTEREST-BEARING ACCOUNT HOLDERS**

For information regarding the current interest rate and annual percentage yield, please call us at 1-800-882-2651 or visit [ucbi.com/rates](http://ucbi.com/rates).

## **PERSONAL DEPOSIT ACCOUNTS**

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### **UNITED CHECKING**

Minimum balance to open the account – You must deposit \$50.00 to open this account.

Minimum balance to avoid imposition of fees – The account has no minimum balance requirements. An \$8 service charge per monthly statement cycle will be imposed unless the account is enrolled in eStatements through online banking OR there is at least one qualifying direct deposit of \$200 or more into this account during the current statement cycle. Qualifying direct deposits are electronic deposits made by an employer, federal or state government, a corporation or organization and include income such as salary, Social Security, pension and retirement, VA Benefits, and annuity or dividend payments.



## **UNITED CHECKING FOR 55+**

Account is available to individuals age 55 and older. There are no minimum balance requirements or monthly service charges associated with this account.

Minimum balance to open the account – You must deposit \$25.00 to open this account.

## **UNITED CHECKING FOR STUDENTS**

Account is available to individuals age 22 and younger. There are no minimum balance requirements or monthly service charges associated with this account.

Minimum balance to open the account – You must deposit \$25.00 to open this account.

### Additional terms:

The account receives Free eStatements. Otherwise, a \$3.00 monthly fee for paper statements. This account will convert to our standard checking product (United Checking) when you reach age 23.

## **UNITED SIGNATURE CHECKING**

Minimum balance to open the account – You must deposit \$1,000.00 to open this account.

Minimum balance to avoid imposition of fees – Avoid monthly service charge on United Signature Checking account by maintaining \$15,000 minimum daily balance. You may also avoid the monthly service charge if you maintain \$25,000 in combined consumer deposit balance(s) or maintain \$50,000 in combined outstanding principal balances in consumer loan accounts owned and serviced by United Community Bank. Additionally, the monthly service charge may be avoided if the primary account holder for this account also maintains assets under management with United Community Advisory Services, or maintains a mortgage loan serviced by United Community Mortgage Services or our mortgage servicing provider on behalf of United. (Note: United Signature Checking, advisory services and third party serviced loans must all be reporting under the same tax identification number in order to qualify for service charge waiver.)

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend on the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded monthly and credited monthly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

#### Additional benefits and features:

- No fee for Overdraft Protection Transfers
- No fee for Official Checks
- \$30 discount for Stop Payment requests
- No fee for ATM/Debit Card Replacement
- No fee for exclusive Signature Banking checks (limited to two orders per year)
- No fee charged by United for using ATMs outside of the United and Publix Presto! network
- Up to \$5.00 refund per statement cycle on ATM fees charged by other institutions for accessing an ATM outside of the United and Publix Presto! ATM networks
- \$25 Reimbursement on annual Safe Deposit Box rental fee

#### **UNITED SAVINGS**

Minimum balance to open the account – You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees – A service charge of \$5.00 will be imposed every quarter if the balance in the account falls below \$100.00 any day of the quarter.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend on the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded quarterly and credited quarterly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

#### Additional terms:

There will be a \$2.00 service charge for each withdrawal/transfer in excess of six (6) per quarter.

#### **UNITED TREASURE CHEST YOUTH SAVINGS**

Account is available to individuals age 13 and younger.

Minimum balance to open the account – you must deposit \$5.00 to open this account.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend on the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded quarterly and credited quarterly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Additional terms:

There will be a \$2.00 service charge for each withdrawal/transfer in excess of six (6) per quarter.

This account will convert to a United Student Savings Account when you reach the age of 13.

## **UNITED STUDENT SAVINGS**

Account is available to individuals age 22 and younger.

Minimum balance to open the account – you must deposit \$5.00 to open this account.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend on the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded quarterly and credited quarterly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Additional terms:

There will be a \$2.00 service charge for each withdrawal/transfer in excess of six (6) per quarter.

This account will convert to a United Savings Account when you reach the age of 23.

**UNITED MONEY MARKET**

Minimum balance to open the account – You must deposit \$1,500.00 to open this account.

Minimum balance to avoid imposition of fees – A service charge of \$12.00 will be imposed every statement cycle if the balance in the account falls below \$1,500.00 any day of the statement cycle.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded monthly and credited monthly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Additional terms:

If you have more than six (6) withdrawals/transfers during the statement cycle, you will be charged \$10.00 for each item over six (6).

**HEALTH SAVINGS ACCOUNT**

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees – There are no minimum balance requirements for this account. A service charge of \$2.75 will be imposed every statement cycle.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded monthly and credited monthly to your account. We use the “daily balance method” to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Additional terms:

Participants may contribute up to the maximum allowed by law. Contribution amounts are based on IRS limits.

## **BUSINESS DEPOSIT ACCOUNTS**

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### **BUSINESS FREEDOM CHECKING**

Minimum balance to open the account – You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees – There are no minimum balance requirements or monthly service charges associated with this account.

Additional terms:

- No charge for the first 250 combined items and only \$0.40 per item over 250. Combined items represent checks paid, debit and credit memos, deposit tickets, checks deposited, online bill payments and electronic debits and credits (including debit card transactions). Excess Combined Item Fee will appear as “Activity Charge” on monthly statement. First \$10,000 per month of cash deposited is complimentary; \$0.15 per \$100 of cash deposited after that.
- eStatements are free. Otherwise, \$3.00 monthly fee for paper statements.

### **BUSINESS SELECT CHECKING**

Minimum balance to open the account – You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees – A service charge of \$12.50 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle. See Additional Terms for options to avoid this monthly service charge.

Additional terms:

- Avoid monthly service charge by maintaining \$2,500 minimum daily balance. You may also avoid the monthly service charge if you maintain \$10,000 in combined deposit balance(s) or maintain \$50,000 in combined outstanding principal balances in business loan accounts owned and serviced by us.
- Monthly allowance of 500 combined items. If you exceed this allowance, items will be processed at \$0.40 per item. Combined items represent checks paid, debit and credit memos, deposit tickets, checks deposited, online bill payments and electronic debits and credits (including debit card transactions). Excess Combined Item Fee will appear as “Activity Charge” on monthly statement.
- Cash deposited is complimentary

## **BUSINESS INTEREST CHECKING**

Minimum balance to open the account – You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees – A service charge of \$15.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend on the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded monthly and credited monthly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Additional terms:

- Avoid monthly service charge by maintaining \$2,500.00 minimum daily balance.
- Monthly allowance of 250 combined items. If you exceed this allowance, items will be processed at \$0.35 per item. Combined items represent checks paid, debit and credit memos, deposit tickets, checks deposited, online bill payments and electronic debits and credits (including debit card transactions). Excess Combined Item Fee will appear as “Activity Charge” on monthly statement.
- First \$10,000.00 per month of cash deposited is complimentary; \$0.15 per \$100.00 of cash deposited after that.

## **BUSINESS ANALYSIS CHECKING**

Minimum balance to open the account – You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees – There are no minimum balance requirements for this account. An analysis charge of \$25.00 will be imposed every statement cycle. Fees can be offset by compensating balance earnings credit based on current market rates.

Additional terms:

Per transaction and cash deposited fees apply, which can be offset by earnings credit. Transaction fees are as follows:

- Deposits: \$0.85

- Checks: \$0.20
- Deposited Items: \$0.12
- Returned Deposited Items Fee: \$10
- Return Item Redeposited: \$7
- Electronic Items: \$0.25
- Coin & Currency Deposited: \$0.15 per \$100 deposited

## **IOLTA CHECKING**

Minimum balance to open the account – You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees – A service charge of \$15.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend on the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded monthly and credited monthly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

### Additional terms:

This is an interest-earning account which is available to attorneys and law firms for their escrow accounts.

If your balance falls below \$2,500.00 at any time during the statement cycle, you will be charged a \$15.00 service charge. No charge for the first 250 combined items and only \$0.35 per item over 250.

## **UNITED BUSINESS SAVINGS**

Minimum balance to open the account – You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees – A service charge of \$5.00 will be imposed every quarter if the balance in the account falls below \$300.00 any day of the quarter.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend

upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – Your interest rate and annual percentage yield will depend on the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded quarterly and credited quarterly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Additional terms:

There will be a \$2.00 service charge for each withdrawal/transfer in excess of six (6) per quarter.

**BUSINESS MONEY MARKET**

Minimum balance to open the account – You must deposit \$1,000.00 to open this account.

Minimum balance to avoid imposition of fees – A service charge of \$12.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the statement cycle.

Variable rate – The interest rate and annual percentage yield (APY) for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

Determination of rate – The interest rate for your account and annual percentage yield will depend upon the daily balance in the account as shown on the Rate Tier Chart.

Frequency of rate changes – We may change the interest rate on your account daily at our discretion.

Compounding and crediting frequency – Interest will be compounded monthly and credited monthly to your account.

Effect of closing an account – If you close your account before interest is credited, you will not receive the accrued interest.

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

Accrual of interest on non-cash deposits – Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Additional terms:

If you have more than six (6) withdrawals/transfers during the statement cycle, you will be charged \$10.00 for each item over six (6).



## RATE TIERS FOR PERSONAL AND BUSINESS DEPOSIT ACCOUNTS

Account Name	Daily Balance Rate Tier Ranges
United Savings United Treasure Chest Savings United Student Savings Health Savings Account	\$0.00–\$2,499.99 > = \$2,500.00
United Signature Checking	\$0.00 - \$2,499.99 \$2,500.00 - \$9,999.99 \$10,000.00 - \$49,999.99 \$50,000.00 - \$99,999.99 \$100,000.00 - \$249,999.99 \$250,000.00 - \$999,999.99 >=\$1,000,000.00
IOLTA	\$0.00 - \$2,499.99 \$2,500.00 - \$9,999.99 \$10,000.00 - \$49,999.99 \$50,000.00 - \$99,999.99 \$100,000.00 - \$249,999.99 >=\$250,000.00
Business Interest Checking	\$0.00–\$9,999.99 \$10,000.00–\$49,999.99 \$50,000.00–\$99,999.99 > = \$100,000.00
United Money Market	\$0.00–\$9,999.99 \$10,000.00–\$49,999.99 \$50,000.00–\$99,999.99 \$100,000.00–\$249,999.99 \$250,000.00–\$499,999.99 \$500,000.00 - \$999,999.99 > = \$1,000,000.00
Business Money Market	\$0.00–\$9,999.99 \$10,000.00–\$49,999.99 \$50,000.00–\$99,999.99 \$100,000.00–\$249,999.99 \$250,000.00–\$499,999.99 > = \$500,000.00

## **WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES (consumer accounts only)**

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a checking account, savings account, or line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

### **WHAT ARE THE STANDARD OVERDRAFT PRACTICES THAT COME WITH MY ACCOUNT?**

We may authorize and pay overdrafts for the following types of transactions:

- Checks, ACH and other transactions made using your checking account number
- Automatic bill payments

However, we will not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

### **WHAT FEES WILL I BE CHARGED IF UNITED COMMUNITY BANK PAYS MY OVERDRAFT?**

Under our standard overdraft practices:

- We will charge you a fee of up to \$36.00 each time we pay an overdraft.
- The maximum charge per day for consumer accounts will be three fees (\$36.00 per fee).
- You will not be charged an NSF or Overdraft fee for items of \$1.00 or less.

### **WHAT IF I WANT UNITED COMMUNITY BANK TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?**

If you also want us to authorize and pay overdrafts on ATM and everyday debit card transactions, choose a convenient option below to let us know.

- Online at [ucbi.com/courtesy](http://ucbi.com/courtesy)
- Visit any United Community Bank office
- Call 800-822-2651

## MISCELLANEOUS FEES

ACCOUNT RESEARCH	
Research – Hourly Rate	\$25.00
Research Photocopies (Per Page)	\$1.00

AUTOMATED TELLER MACHINES	
Card Replacement (Per Card)	\$5.00
ATM Foreign Transaction/Balance Inquiry Outside of UCB or Publix® Presto! Networks	\$1.00

CHECKS	
Official Check	\$10.00
Check Copy (Per Check)	\$3.00
Check Orders	Varies by Style

COLLECTIONS	
Domestic	\$20.00
Foreign	\$25.00
Other Bank Pass-thru Fees	Actual

DORMANT ACCOUNT	
Dormant Account Fee (per month, maximum of \$75.00)	\$6.25

LEGAL ORDERS	
Levy or Garnishment	\$100.00
Subpoena Research (Hourly Rate)	\$25.00
Subpoena Photocopies (Per Page)	\$0.25

STATEMENT SERVICES	
eStatement	\$0.00
Paper Statement – No Check Images (Monthly)	\$0.00
Consumer Paper Statement – Front Check Images Included (Monthly)	\$2.00
Consumer Paper Statement – Front & Back Check Images Included (Monthly)	\$3.00
Statement Copy	\$5.00

**OVERDRAFT SERVICES**

Overdraft (Per Item) <sup>1</sup>	\$36.00
Returned Item NSF (Per Item) <sup>1</sup>	\$36.00
Overdraft Line of Credit Protection Transfer (Per Occurrence)	\$7.50
Overdraft Protection Transfer from Deposit Account (Per Occurrence)	\$7.50

**MISCELLANEOUS SERVICES**

Account Charge-Off	\$35.00
Account Closure Within 90 Days of Opening	\$20.00
Branch Photocopies (Per Page)	\$1.00
Coin Supplied (per roll)	\$0.10
Currency Supplied (per \$100)	\$0.15
Deposit Correction	\$7.00
Fax (Per Page)	\$2.00
MasterCard Payment Cancellation	\$15.00
Negative Available Balance Fee <sup>3</sup>	Prime + 3%
Night Depository Locked Bags	\$25.00
Night Depository Plastic Bags	Actual Price
Night Drop Deposits (Per Bag)	\$2.00
Replacement Loan Coupon Book	\$5.00
Returned Deposited Item	\$10.00
Returned Redeposited Item	\$7.00
Special Handling (Per Month)	\$25.00
Statement Copy	\$5.00
Stop Payment (Branch Initiated)	\$36.00
Stop Payment (Initiated Online)	\$30.00
Verification of Deposit	\$20.00
Zero Balance Accounting	\$20.00

**WIRE TRANSFER SERVICES**

Incoming (Domestic & International)	\$14.00
Outgoing Domestic (Branch Initiated)	\$30.00
Outgoing Domestic (Business Online Initiated)	\$12.00
Outgoing International (Branch or Business Online Initiated)	\$50.00
Reverse Wire Drawdown	\$15.00

BUSINESS ONLINE & MOBILE BANKING SERVICES		
Package Name	Basic	Plus
Monthly Access <sup>2</sup>	\$0.00	\$20.00
# of Users	Up to 2	Up to 5
Additional Users <sup>2</sup>	N/A	\$5.00
# of Accounts	Up to 5	Up to 10
Additional Accounts <sup>2</sup>	N/A	\$5.00

<sup>1</sup> The fee applies to transactions created by check, in-person withdrawal, ATM withdrawal, or other electronic means.

<sup>2</sup> Sum of Monthly Access, Additional User and Additional Account fees will not exceed \$60 per month.

<sup>3</sup> Fee will be charged on your negative available balance for the month. Fees can be offset by compensating analysis checking balance earnings credit based on current rates.

## CERTIFICATES OF DEPOSIT AND

## INDIVIDUAL RETIREMENT ACCOUNTS

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Except as described below, the terms of your existing Certificate of Deposit (CD) and Individual Retirement Accounts (IRA) will remain unchanged until maturity:

### Compounding and Crediting.

- Certificate of Deposit: Interest on your CD will now be compounded daily. There will be no change to the frequency or method interest is paid to you or credited to your account.
- IRA: Interest on your IRA will now be compounded daily. Additionally, your payment frequency may change. Interest will be credited to your account or paid to you on a quarterly basis on the last day of each quarter.

**Interest Calculation Method.** We use the “daily balance method” to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Early Withdrawal Penalty.** If your CD or IRA automatically renews for an additional term, upon renewal the Early Withdrawal Penalty will change and be calculated as follows:

- Term of 12 months or less – an amount equal to 91 days of interest earned or that could have been earned
- Terms over 12 months but less than 36 months – an amount equal to 182 days of interest earned or that could have been earned
- Terms of 36 months or greater – an amount equal to 365 days of interest earned or that could have been earned

# LOANS

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## NOTICE OF MORTGAGE TRANSFER

- Through legal merger on October 1, 2021, United Community Bank became the owner of your existing mortgage by acquiring legal title to all debt obligations of Aquesta Bank. The transfer of ownership will not be reflected in public records. There will be no changes to the terms of your loan as a result of the merger. Until Friday, November 12, 2021, please continue to make your payments at any Aquesta Bank branch or by mail to Aquesta Bank at PO Box 700, Cornelius, NC 28031.

Beginning Monday, November 15, 2021, you may make your payments at any United Community Bank branch or by mail to United Community Bank, P.O. Box 249, Blairsville, Georgia 30514. Please contact us at 1-800-822-2651 if you have questions or concerns about your loan payments.

## PARTIAL PAYMENTS

As your new lender, United Community Bank accepts payments that are less than the full amount due (partial payments) and we will apply the payment to your loan. The partial payment will be credited to your loan to reduce the interest, principal and escrow currently due, but will not advance the next payment due date until funds sufficient to satisfy the full payment amount due have been received. If your loan is sold in the future, the new lender may have a different policy.

## HELOCs

- 2021 HELOC Promo – The Credit Agreement and Disclosure you received at the time you originated your HELOC incorrectly references a 15-year repayment period following the initial 15-year Draw Period. As shown in the “2021 HELOC Promo” and “Term” sections of the Credit Agreement and Disclosure, this is a 15-year HELOC with interest due monthly and outstanding principal and interest due at maturity in a single payment. This loan does not have an additional 15-year repayment period.
- Stop Payments: We do not honor stop payment orders for checks drawn against your HELOC Account. You therefore should not use your HELOC Account if you anticipate the need to stop payment. You agree that we will have no liability to you or to any other party because we do not honor stop payment orders.
- Your first United billing statement may contain more than thirty days of interest.

## Consumer Lines of Credit

- Effective November 15, 2021 your Safety Line of Credit Account will convert to an Overdraft Line of Credit.
- Advances will be made in the exact amount needed to cover the check.
- Your checking account will be charged an Overdraft Line of Credit Protection Transfer Fee when funds are moved from the line of credit to cover an overdraft. There is no fee if you transfer the funds yourself through Online and Mobile Banking. Please refer to the Overdraft Services section of the Miscellaneous Fee Schedule in this document for more details. United Signature Checking account customers will not pay a fee for the overdraft protection transfer service.

## SAFE DEPOSIT BOX LEASE TERMS AND CONDITIONS

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**Fees.** The annual rental fee for your safe deposit box may change on the date of next renewal. All other fees are effective at the time of conversion. See the chart below for a complete listing of fees.

SAFE DEPOSIT BOX ANNUAL RENTAL	
2 x 5	\$40.00
3 x 5	\$40.00
4 x 5	\$40.00
5 x 5	\$50.00
3 x 10	\$65.00
4 x 10	\$80.00
5 x 10	\$80.00
7 x 10	\$100.00
10 x 10	\$135.00
Locker	\$150.00
Past Due After 30 Days	\$10.00
Drill Fee	Varies; Customer Pays All Third-Party Fees
Lost Key	\$25.00



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