

# Terms and Conditions

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

*Interest Rates and Annual Percentage Yields are current as of July 18, 2016. For current rate information call (800) 291-6597.*

## MYMONEY PERSONAL

No minimum balance, no monthly fees, no per check fees.

Fees may be assessed for any item which creates an overdraft on your account whether the item is a check, service charge, bank fee, in-person withdrawal, ATM withdrawal, or other electronic means (except for one-time POS and ATM transactions when the customer has not opted-in). We may assess an \$18.00 Overdraft Fee for each fee-eligible item presented against insufficient funds that we pay that creates or increases an overdraft on your account. Overdraft Fees for any one Business Day will not exceed \$90.00. We may also assess an \$18.00 Returned Item Fee for each item presented against insufficient funds that we return unpaid regardless of the type of item. Returned Item Fees for any one Business Day will not exceed \$90.00. Beginning on the third Business Day after your account was first overdrawn by fee-eligible items, we may also assess a \$5.00 Negative Balance Fee each Business Day your account remains overdrawn if there are no fee-eligible items presented for payment. The maximum length of time this fee will be charged is 30 Business Days.

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## MYMONEY + PERSONAL

Interest rate is tiered based on account balance. A monthly service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the cycle. Interest paid monthly on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$5,000.00, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%. If the daily balance is more than \$4,999.99 the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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

**Account Fees:** There is no minimum balance to open the account. A monthly service fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the cycle.

Fees may be assessed for any item which creates an overdraft on your account whether the item is a check, service charge, bank fee, in-person withdrawal, ATM withdrawal, or other electronic means (except for one-time POS and ATM transactions when the customer has not opted-in). We may assess an \$18.00 Overdraft Fee for each fee-eligible item presented against insufficient funds that we pay that creates or increases an overdraft on your account. Overdraft Fees for any one Business Day will not exceed \$90.00. We may also assess an \$18.00 Returned Item Fee for each item presented against insufficient funds that we return unpaid regardless of the type of item. Returned Item Fees for any one Business Day will not exceed \$90.00. Beginning on the third Business Day after your account was first overdrawn by fee-eligible items, we may also assess a \$5.00 Negative Balance Fee each Business Day your account remains overdrawn if there are no fee-eligible items presented for payment. The maximum length of time this fee will be charged is 30 Business Days.

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## YES CLUB CHECKING ACCOUNT

The Yes Club offers many special benefits. The main owner of the account must be at least 50 years of age or better. A monthly service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$1,500.00 any day of the cycle.

**Rate Information:** This Account is an interest bearing account. The interest rate on the account is 0.10% with an annual percentage yield of 0.10%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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

Fees may be assessed for any item which creates an overdraft on your account whether the item is a check, service charge, bank fee, in-person withdrawal, ATM withdrawal, or other electronic means (except for one-time POS and ATM transactions when the customer has not opted-in). We may assess an \$18.00 Overdraft Fee for each fee-eligible item presented against insufficient funds that we pay that creates or increases an overdraft on your account. Overdraft Fees for any one Business Day will not exceed \$90.00. We may also assess an \$18.00 Returned Item Fee for each item presented against insufficient funds that we return unpaid regardless of the type of item. Returned Item Fees for any one Business Day will not exceed \$90.00. Beginning on the third Business Day after your account was first overdrawn by fee-eligible items, we may also assess a \$5.00 Negative Balance Fee each Business Day your account remains overdrawn if there are no fee-eligible items presented for payment. The maximum length of time this fee will be charged is 30 Business Days.

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## MYSAVINGS PERSONAL

A monthly service charge of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$50.00 any day of the cycle. Interest paid quarterly on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$1,000.00, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%.

If the daily balance is more than \$999.99 the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%. The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time.

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly.

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

**Limitations:** You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** A monthly service fee of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$50.00 any day of the cycle.

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## MYSAVINGS + PERSONAL

If the daily balance of your account is \$20,000.00 or more, the interest rate paid on the balance will be based on current rates. If the daily balance of your account is less than \$20,000.00 on any day during the month, the interest rate paid for that day will be the rate paid on our My Savings account. A monthly service charge of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$20,000.00 any day of the cycle. Interest paid monthly based on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$20,000.00, the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%. If the daily balance is more than \$19,999.99 the interest rate paid on the entire balance in the account will be 0.15% with an annual percentage yield of 0.15%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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

**Limitations:** You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** A monthly service fee of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$20,000.00 any day of the cycle.

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## BUCKAROO ACCOUNT

\$10.00 minimum balance to avoid a service charge of \$2.00 per statement cycle. Account designed for ages 0-16. At age 17 account converts to the MySavings. Interest paid quarterly on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$1,000.00, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%. If the daily balance is more than \$999.99 the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly.

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

**Limitations:** You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** \$10.00 minimum balance to avoid service charge of \$2.00 per statement cycle. The account converts to MySavings at age 17.

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## HEALTH SAVINGS ACCOUNT

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$1,000.00, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%. If the daily balance is more than \$999.99, but less than \$2,500.00, the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%. If the daily balance is more than \$2,499.99, but less than \$5,000.00, the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%. If the daily balance is more than \$4,999.99, but less than \$10,000.00, the interest rate paid on the entire balance in the account will be 0.03% with an annual percentage yield of 0.03%. If the daily balance is more than \$9,999.99, but less than \$20,000.00, the interest rate paid on the entire balance in the account will be 0.04% with an annual percentage yield of 0.04%. If the daily balance is more than \$19,999.99, but less than \$1,000,000.00, the interest rate paid on the entire balance in the account will be 0.15% with an annual percentage yield of 0.15%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue on the business day you deposit noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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

**Limitations:** You may not deposit more than your annual contribution limit as defined by IRS rules. This amount is different depending on the type of coverage - a single person has one limit, a family has another. For information regarding contributions, distributions and additional disclosures refer to the Custodial Account Agreement.

Withdrawals must be for qualified covered medical expenses.

Any overdraft of your HSA for any reason shall be deemed an extension of credit and is prohibited by IRS rules. Should your account balance be negative as of the end of the Bank's business day, your HSA shall be converted to a standard checking account and all assets are deemed distributed.

**HSA ACCOUNT CLOSING FEE:** If the account is closed within 12 months of opening, the fee for closing is \$25.00.

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## BUSINESS SAVINGS

A monthly service charge of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$50.00 any day of the cycle. Interest paid quarterly on daily balance.

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The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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

**Limitations:** You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** A monthly service fee of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$50.00 any day of the cycle.

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## BUSINESS SAVINGS +

If the daily balance of your account is \$20,000.00 or more, the interest rate paid on the balance will be based on current money market rates. If the daily balance of your account is less than \$20,000.00 on any day during the month, the interest rate paid for that day will be the rate paid on our My Savings account. A monthly service charge of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$20,000.00 any day of the cycle. Interest paid monthly based on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$20,000.00, the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%. If the daily balance is more than \$19,999.99 the interest rate paid on the entire balance in the account will be 0.15% with an annual percentage yield of 0.15%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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**Limitations:** You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check,

draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** A monthly service fee of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$20,000.00 any day of the cycle.

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## BUSINESS CHECKING

**Limitations:** No minimum balance, no monthly fees, no per check fees.

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## BUSINESS CHECKING +

Interest rate is tiered based on account balance. A monthly service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the cycle. Interest paid monthly on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$5,000.00, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%. If the daily balance is more than \$4,999.99 the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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

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## PUBLIC FUNDS CHECKING

A monthly service charge of \$6.00 will be imposed every statement cycle if the balance in the account falls below \$200.00 any day of the cycle.

## PUBLIC FUNDS CHECKING +

Interest rate is tiered based on account balance. A monthly service charge of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the cycle. Interest paid monthly on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$5,000.00, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%. If the daily balance is more than \$4,999.99 the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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

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## PUBLIC FUNDS SAVINGS

A monthly service charge of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$50.00 any day of the cycle. Interest paid quarterly on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$1,000.00, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%. If the daily balance is more than \$999.99 the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded quarterly and will be credited to the account quarterly.

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

**Limitations:** You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

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## PUBLIC FUNDS SAVINGS +

If the daily balance of your account is \$20,000.00 or more, the interest rate paid on the balance will be based on current rates. If the daily balance of your account is less than \$20,000.00 on any day during the month, the interest rate paid for that day will be the rate paid on our MySavings account. A monthly service charge of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$20,000.00 any day of the cycle. Interest paid monthly based on daily balance.

**Rate Information:** This Account is an interest bearing account. If the daily balance is less than \$20,000.00, the interest rate paid on the entire balance in the account will be 0.02% with an annual percentage yield of 0.02%. If the daily balance is more than \$19,999.99 the interest rate paid on the entire balance in the account will be 0.15% with an annual percentage yield of 0.15%.

The interest rate and annual percentage yield may change. At our discretion, we may change the interest rate on the account at any time. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and will be credited to the account monthly.

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

**Limitations:** You may make six (6) transfers from your account each four (4) week or similar period, if by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check,

draft, debit card or similar order (including POS transactions) , made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

**Account Fees:** A monthly service fee of \$4.00 will be imposed every statement cycle if the balance in the account falls below \$20,000.00 any day of the cycle.

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## FUNDS AVAILABILITY POLICY DISCLOSURE *YOUR ABILITY TO WITHDRAW FUNDS AT DEERWOOD BANK.*

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from 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/or we will use them to pay checks that you have written. 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 6:00 p.m. 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 6:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply. 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 \$200 of your deposit, 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, 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 the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

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

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- 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.

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

***Special Rules For New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open:***

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 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. The excess over \$5,000 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 \$5,000 will not be available until the second business day after the day of your deposit.

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

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

General Statement. 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.

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## ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This form complies with federal and Minnesota law. It applies to our electronic fund transfer (EFT) services. Electronic funds transfers are electronic transfers of money to or from your deposit account with us. This form states your and our rights and responsibilities for electronic fund transfers. In this form, the words "you" and "your" mean each and all who sign as applicants and any users of the service. The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number. This disclosure applies only to consumer accounts established primarily for personal, family or household purposes.

### ***Online Banking***

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- Transfer funds between eligible accounts.
- Obtain balance information on eligible accounts.
- Review transactions on eligible accounts.
- Make loan payments.
- Online bill payment.
- Obtain copy of statement.
- Request to open a new account.
- Request a loan.
- Order checks.
- Allow export of transaction history to personal finance manager.
- Mobile Banking & Mobile Deposit.

***Fees and Charges for Online Service:***

There is no fee for Online Banking.

Bill Pay is an optional feature for which you may apply.

(There is no fee for this service.)

***ATM Only Card***

Types of Transfers: You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

Withdraw cash from your checking account.

Withdraw cash from your savings account.

Transfer funds between your checking and savings accounts.

Obtain balance information on your deposit accounts

***Limitations on Frequency and Amount:***

You may withdraw up to a maximum of \$500.00 (if there are sufficient funds in your account) per day.

For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

\$500.00 maximum cash withdrawal in 24 hour period.

***Fees and Charges for ATM Transactions:***

There is no charge for ATM withdrawals at machines owned by us.

There is a Replacement Card Fee of \$5.00 per card.

ATM 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).

## ATM

**Types of Transfers:** You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

Withdraw cash from your checking account.

Withdraw cash from your savings account.

Transfer funds between your checking and savings accounts.

### ***Fees and Charges for ATM Transactions :***

There is no charge for ATM withdrawals at machines owned by us.

There is a Replacement Card Fee of \$5.00 per card.

**ATM 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).

### ***Direct Deposit - Non-Governmental Services***

**Types of Preauthorized Transfers:** You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

Accept direct deposits from your employer or other financial institutions to your checking or savings account.

### ***Fees and Charges:***

We do not charge for any preauthorized EFTs.

We will charge \$25.00 per item for each stop-payment order for preauthorized transfers.

## ***Preauthorized Debit***

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

Pay certain recurring bills from your checking or savings account.

### ***Fees and Charges:***

We do not charge for any preauthorized EFTs.

We will charge \$25.00 per item for each stop-payment order for preauthorized transfers.

## ***Government Direct Deposit***

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

### ***Fees and Charges:***

We do not charge for any preauthorized EFTs.

We will charge \$25 .00 per item for each stop-payment order for preauthorized transfers.

**IF YOU'VE READ THROUGH THIS FAR...  
GIVE YOURSELF A GOLD STAR!**

## ***Shazam ATM & POS Card***

Types of Transactions/Transfers: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point

of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- Withdraw cash from your checking account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.

#### Limitations on Frequency and Amount:

Standard ATM/Debit card daily limit is \$1,000.00 for purchases, with \$500.00 of that available for ATM withdrawal. (Limits are subject to available account balances.)

For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

#### Fees and Charges:

- There is no charge for ATM withdrawals at machines owned by us.
- There is a Replacement Card Fee of \$5.00 per card.
- We do not charge for any POS transactions.

**ATM 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).

**Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below.

**Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a

merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees.** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

**Mobile Banking Types of Transactions:** You may access certain account(s) you maintain with us by computer or mobile device using your assigned user ID and password by accessing the online banking service. You may use mobile banking to access online banking services to perform the functions listed above under "Online Banking".

***Fees and Charges for Mobile Banking:***

There is no fee for Mobile Banking access to Online Banking. Bill Pay is an optional feature of Online Banking for which you may apply.

**Mobile Banking Devices.** You agree to take every precaution to ensure safety, security and integrity of your account and transactions when using mobile banking. Monitor your accounts regularly and report any suspicious activity to Deerwood Bank immediately, particularly if your mobile device is lost or stolen.

The following limitations may be applicable to your accounts, except as provided by law:

**Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses.** The zero liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card

is issued under a “small business” program described on MasterCard’s website at [www.mastercardbusiness.com](http://www.mastercardbusiness.com). The zero liability limit described below does not apply if you are a business or an entity of any sort (Corporation, Limited Liability Company, Partnership, etc.) unless the card issued to you is a “small business” card described above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under MasterCard’s zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us AT ONCE if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00) if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see Liability for Unauthorized Transfers paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the Liability for Unauthorized Transfers paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

### ***Currency Conversion and Cross-Border Transaction Fees.***

If you do a transaction with your SHAZAM Check Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment of 80 basis points (.8% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, Deerwood Bank reserves the right to charge you a Currency Conversion fee of .2% and a Cross-Border Transaction

fee of .8%. The Cross-Border Transaction fee may be charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the MasterCard Debit Switch in which the country of the merchant is different than the country of the cardholder.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

**Liability for Unauthorized Transfers.** Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or online banking PIN 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 sixty (60) days after you receive a statement that shows any transfers that you did not make, you can lose no more than \$50.00 if your card is lost or stolen and someone used your card without your permission. Also, if your statement shows transfers that you did not make, including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after you receive the statement, you may not get back any money lost after the sixty (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. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (800) 291-6597, or write us at Deerwood Bank, Baxter Office, PO Box 2905, Baxter, MN 56425-2905 . You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

**Illegal Transactions.** You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

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

## **Documentation.**

**Periodic Statement.** You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement at least quarterly. You will get a quarterly statement from us on your savings account if this is the only account you have and the only possible electronic transfer to or from the account is a preauthorized deposit.

**Terminal Receipt.** You can get a receipt at the time you make a transfer to or from your account using an ATM or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (800) 291-6597 to find out whether or not the deposit has been made.

**Our 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 the money in your account is subject to legal process or other claim restricting such transfer.

If the transfer would go over the credit limit on your overdraft line.

If the ATM where you are making the transfer does not have enough cash.

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 transaction, despite reasonable precautions that we have taken.

**In Case of Errors or Questions About Your Electronic Transfers.** Telephone us at (800) 291-6597, or write us at Deerwood Bank, Baxter Office, PO Box 2905, Baxter, MN 56425-2905 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 sixty (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 ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days 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 ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-begun transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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.

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

Where it is necessary for completing transfers; or

To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or

To comply with government agency or court orders; or

If you give us your written permission.

**Personal Identification Number (PIN).** The ATM PIN or POS PIN is for security reasons. The numbers are confidential and should not be given to anyone else or listed on the card. You must keep your numbers safe. You agree not to give your ATM PIN or POS PIN to anyone who cannot sign on your accounts.

**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 we receive the notice at our telephone number or address shown in this Agreement. We may change the terms and conditions for any EFT service. 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 EFT service is governed by regulations and any future changes to those regulations.

**Enforcement.** If you or we bring a legal action to enforce this Agreement or to collect amounts owing as a result of any Account transaction, the party who wins will receive reasonable attorneys' fees and costs, including fees on any appeal, to the extent allowed by law.

**Cancellation of ATM and POS Services.** You agree that we may cancel this Agreement and your use of the ATM Card or POS services, if:

You breach this or any other agreement with us;

We have reason to believe that there has been an unauthorized use of your ATM PIN or POS card or PIN;

We notify you or any other person on your account that we have cancelled or will cancel this Agreement. You or any other person on your account can cancel this Agreement by notifying us in writing.

Service is cancelled the first business day after we receive your written notice. Cancelling this Agreement will not affect your or our rights and responsibilities under this Agreement for transactions begun before the agreement is cancelled.

***Preauthorized Electronic Fund Transfers.***

**Stop Payment Rights.** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: You must call us at the telephone number listed in this form, or write us at the address listed in this form, in time for us to receive your request three (3) 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 fourteen (14) days after you call. If you don't, your stop payment will not bind us after fourteen (14) days. We will charge you \$25.00 for each stop payment order you give.

**Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, ten (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 Transfers.** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Delay.** There may be a delay between the time you make a deposit and when you can withdraw the money. You should review our Funds Availability Policy to find out when you can withdraw money that you deposit at ATMs.

**Completing Transactions.** We refuse to complete a transaction:

If you do not have enough money in your account; or

If you would go over your credit limit; or

If it would lower your balance to less than the required balance; or

If it would require us to change the money that we hold for the account.

Other Minnesota Disclosures. ATM transactions are completed immediately with us. You cannot reverse a transfer of money through an ATM. Payment for goods or services by transfer of money through an ATM does not affect any of your rights, protections or liabilities under existing law concerning a cash or credit sale made by means other than through use of an ATM . We are liable for all unauthorized withdrawals at an ATM or a POS unless the unauthorized withdrawal was due to the loss or theft of the card, in which case you are liable, up to a maximum liability of \$50, for those unauthorized withdrawals made before we are notified of the loss or theft. The limitation on liability is effective only if the card issuer is notified of unauthorized charges contained in a bill within sixty (60) days of receipt of the bill by the person in whose name the card is issued. An unauthorized withdrawal is a withdrawal by a person other than you who does not have actual, implied or apparent authority for such withdrawal, and from which withdrawal you receive no benefit.

You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota law. In addition to actual damages or \$500 (whichever is greater), you may recover punitive damages, plus court costs and reasonable attorneys' fees incurred.

To protect the privacy of customers using electronic financial terminals , including any supporting equipment, structures or systems, information received by or processed through such terminals , supporting equipment, structures or systems shall be treated and used only in accordance with applicable law relating to the dissemination and disclosure of such information. The person establishing and maintaining an electronic financial terminal, including any supporting equipment , structures or systems, shall take steps as are reasonably necessary to restrict disclosure of information to that necessary to complete the transaction and to safeguard any information received or obtained about a customer or his or her account from misuse by any person manning an electronic financial terminal, including any supporting equipment, structures , or systems.

## ATM SAFETY TIPS

As issuers of Automated Teller Machine (ATM) access devices, we have provided for your information a list of safety precautions regarding the use of automated teller machines. Please read the following safety tips:

Be aware of your surroundings, particularly at night.

Consider having someone accompany you when the automated teller machine is used after dark.

It is appropriate to politely ask someone who is uncomfortably close to you to step back before you complete your transaction.

Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.

Consider using another automated teller machine or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM access device and leave.

Go to the nearest public area where people are located if you are followed after making a transaction.

Report all crimes to law enforcement officials immediately.

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## SUBSTITUTE CHECK POLICY DISCLOSURE

### *Substitute Checks and Your Rights*

#### ***What is a substitute check?***

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

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

### ***What are my rights regarding substitute checks?***

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

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

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

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

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at DEERWOOD BANK PO BOX 2905, BAXTER, MN, 56425-2905, (800) 291-6597. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time

period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include --

A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

An estimate of the amount of your loss;

An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

A copy of the Substitute Check

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## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

**INTRODUCTION.** In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as “you” and “your.” The Financial Institution is referred to as “we,” “our,” and “us.” The term “Agreement” means this Deposit Account Agreement and Disclosure, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the “Schedule”), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if it applies. You agree that you received a copy of the Agreement. You agree to the terms of the Agreement. We may change the Agreement from time to time. If we choose, we don’t have to collect any fee or charge or enforce the Agreement.

**BUSINESS DAY.** Any weekday Deerwood Bank is open for business. This may include some Federal Holidays.

**DEPOSIT ACCOUNTS.** We may offer a variety of deposit accounts. Each of these accounts is covered by the general terms of the Agreement. Each type of account is also covered by specific terms in the Agreement for that type of account. If you open more than one account, you may receive a Schedule for each account. The Agreement covers all of your accounts with us. You will pay us all overdrafts, fees, charges, and our reasonable costs of collection and attorneys’ fees relating to your accounts.

**INTEREST.** If your Account earns interest, the following information applies:

(A) **Payment of Interest.** We will pay interest at the annual rate stated in the Schedule. The Schedule also states how often interest is paid, how often interest is compounded, the balance on which interest is paid, and any minimum balance for the account. (B) **Minimum Balance Requirements.** The Schedule may state a minimum balance that you must keep in your Account. If you don't keep the minimum balance during a certain period, we may choose not to pay interest on your Account and we may charge you a fee for that period. You should review any minimum balance in the Schedule. (C) **Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the 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.). (D) **Interest Compounding and Crediting.** Your Account has an interest compounding feature if a compounding frequency is stated in the Schedule. Interest compounding generally means that interest is being accrued on earned interest. We may compound interest more often than we pay interest on your Account. (E) **Interest Accrual.** We may accrue interest on your Account more often than we pay interest. For example, we may calculate interest daily and pay interest to your Account monthly or quarterly. The interest that has been calculated, but not paid to the account, is called accrued unpaid interest. (F) **Changes.** We may change the rates and fees according to the Schedule. We also may change any other term of this Agreement.

**FEES AND CHARGES.** You agree to pay us certain fees and charges for account and banking services, as allowed by law. We may take the fees and charges out of your Account. We also may charge you for other services such as wire transfers of funds and cashier's checks. Some of the fees and charges that we may require you to pay are stated in the Schedule. We may change the fees and charges at any time after notifying you of the changes, as allowed by law.

**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.** The following terms apply to deposits made to your Account: (A) **Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, even if these items are not endorsed by any of

you. We may add missing endorsements. When you deposit items to your Account, you certify that all endorsements are genuine. You should endorse all checks and other items deposited to your Account payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. We may accept items with endorsements that do not follow these rules. If any endorsement causes delay in processing or returning the item for payment, you will be responsible for our loss due to the delay. (B) Final Payment. If you deposit any item to your Account that is not cash, we post the deposit to your Account subject to final payment of the item. If we do not receive final payment, or if the amount of any item is charged back to us for any reason, we may charge you or any of your Accounts for the amount of the returned item plus any interest. We may also charge you or any of your Accounts a returned item fee and any other fee that we have to pay. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We may refuse to accept any item for deposit in your Account. (C) Notice of Stop Payment, Legal Process, or Setoff. We may refuse to pay any check that we receive on any banking day if we receive a stop payment order or legal process or we set off against your Account by 6:00 PM of the next banking day. We may pay the check if we receive any information, notice, stop payment order or legal process after that time. Other parts of this Agreement may affect stop payment orders, setoffs and legal process. (D) Direct Deposits. We may offer you direct deposit services. These services allow you to receive automatic preauthorized deposits to your Account, such as electronic transfers of Social Security payments or automatic transfers from your other accounts with us. You may cancel any direct deposit or transfer service by notifying us at least 3 days before the next scheduled direct deposit or preauthorized transfer. If any deposited amount is returned to the government for any reason, we may withdraw the amount from your Account. (E) Crediting of Deposits. The Funds Availability Policy Disclosure that we give you states our policies on when deposits may be withdrawn. (F) Substitute Checks and Electronic Files Pertaining to Original Checks. If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account

instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

**WITHDRAWAL RULES.** The following terms apply to withdrawals from your Account: (A) Manner of Withdrawal. You may make withdrawals from your Account in any manner that we allow for the type of account that you have opened. Withdrawals by mail are posted to your Account as of the day we process the transaction. We may refuse to pay any check, except for checks that we give you and checks that we approve. Other provisions of the Agreement or the Schedule or applicable law may restrict withdrawals and transfers from your Account. (B) Withdrawal Restrictions and Overdrafts. We do not have to allow you to withdraw money from your Account if you don't have enough money in the account to cover the full amount of the withdrawal. If there is enough money to cover some, but not all, of the withdrawals or other debits (such as charges) to your Account, we may post those withdrawals or other debits for which there is enough money in any order we may choose at our sole discretion. If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, this is called an "overdraft". We will handle each overdraft in accordance with our Standard Overdraft Policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. (C) Standard Overdraft Policy. Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. Subject to the special rules discussed below for transactions at an ATM and one-time debit card transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. We may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent

at any time. (D) Notice Requirements. Federal regulations allow us to require you to give us at least 7 days' notice, in writing, before you make a withdrawal from a savings, negotiable order of withdrawal ("NOW") or money market account. Although we usually pay withdrawals or checks without a 7 day notice on these accounts, doing so does not mean that we give up the right to the notice. (E) Postdated Items. If you write a check and date it in the future, it is a postdated check. You will not write a postdated check. If you write a postdated check and the check is presented for payment before the date of the check, we may choose to pay the check or return it unpaid. If we pay the check, we will post the check to your Account on the day we pay the check, even though that date is before the date of the check. We are not responsible for any loss to you by doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to give us reasonable opportunity to act. The notice must be in a record (in writing or electronically), and it must specify the date, amount, and number of the check, along with the name of the payee. The notice must be in a format acceptable to us. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. We may return a postdated check. (F) Power of Attorney. A person signing a power of attorney is called a principal. A person who acts for the principal is called the agent. We may refuse to comply with a power of attorney if we have a good reason. Also, we may require an affidavit by the agent stating that the power of attorney form is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the powers of the agent have not been changed or cancelled. (G) Signatures. We may use the signature on your signature card to verify the signatures on items drawn on your Account. We may store the signature card information and signature in any reasonable form, including any digitized signature capture process. If you use any facsimile signature device, you must give us a sample of the signature. You agree to be responsible for any liability we may have that results from the use of any facsimile signature device, including attorneys' fees and legal expenses. (H) Preauthorized Drafts. If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. (I) Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH

system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). (J) 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 with 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. (K) Check Legends. We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends.

**CHECKING ACCOUNTS.** If your account is a checking account, the following terms may apply. If we offer NOW accounts, the account 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.

**SAVINGS ACCOUNTS.** If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply.

(A) Transfers and Withdrawals. If your Account is a money market or savings account, federal law requires us to limit you to no more than 6 preauthorized transfers in any calendar month, statement cycle (the period from one statement to the next) or similar period. Preauthorized transfers are transfers or withdrawals which you have authorized in advance to transfer money from your Account to someone else or to another account that you have with us. Preauthorized transfers include: (1) Transfers by check, draft, debit card, or other instrument paid to someone else. (2) Transfers to someone else that you ask for over the telephone. (3) Withdrawals by preauthorized or automatic transfer to someone else. (B) Excess Transactions. If you have more than the maximum number of transfers or withdrawals from your money market or your savings account, we can close your Account after giving you any notice and place the funds in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account, as required by federal law. Except for preauthorized transfers or withdrawals, you can make unlimited withdrawals from your account. You can do this in person at our office, by mail, messenger, telephone (by check mailed to you), or use of an ATM card (if you have one). This includes payments to you and transfers from your Account to another deposit or loan account that you have with us.

**TIME DEPOSITS.** If your Account is a time deposit, you agree to keep the money on deposit until maturity of your Account. If you withdraw any of the money before maturity, you may have to pay an early withdrawal penalty. We will consider your request for withdrawal before maturity. If we let you withdraw funds before maturity, the penalty in the Schedule will apply. (A) Penalty. By paying an early withdrawal penalty, you forfeit part of the interest that has been earned or would be earned on your Account. If your Account has not earned enough interest, or if the interest has been paid, we take the difference from the principal amount of your Account. For fixed rate accounts, we use the rate on your deposit. (B) Exceptions. We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is ruled legally incompetent by a court or government body; (2) when the account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the funds are paid within 7 days after the account is opened; or (3) when the account is a Keogh Plan, if you forfeit at least the interest earned on the withdrawn funds; or (4) for a time deposit that is an IRA or Keogh Plan

established pursuant to 26 USC 408 or 26 USC 401 , when you reach age 59 1/2 or become disabled; or (5) within a certain grace period (if any).

**STOP PAYMENT ORDERS.** You may order us to stop payment of any check, automated clearing house/pre-authorized electronic funds transfer (“ACH/EFT”), or other item on your Account. Your right to stop payment may be limited. You may not stop payment of a certified check, a cashier’s check, or a teller’s check. Also, you may not stop payment of any item that is covered by a separate agreement, such as a check guarantee agreement. (A) When Stop Payment Order is Effective. You may not stop payment of an item after we have paid or accepted the item. Your order is effective only if we receive it soon enough to give us a reasonable time to act on it. If we receive a stop payment order, it does not mean that we have a reasonable time to act on it. (B) How Long Does a Stop Payment Last for a Check: Effective March 2, 2016 oral stop payment orders will be effective for 6 months. During the 6 month period, you may renew a stop payment order for another 6 months by notifying us in writing or electronically. Your order and any writing and electronic message must be in a format that is acceptable to us. (C) How Long Does a Stop Payment Last for an ACH/EFT. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization. (D) Content of a Stop Payment Order. Your stop payment order must contain the date, the amount, and the number of the item, and the name of the payee. If you give us incorrect or incomplete information, we are not responsible for failing to stop payment.

Based upon the type of account ownership that you have designated, the following terms and conditions apply.

**SINGLE-PARTY ACCOUNTS.** An account in the name of only one person as Account Holder is a Single-Party Account. Only that person may write checks on the Account or withdraw money. It does not matter who really owns the money in the Account. At the death of that person, ownership passes as part of the person’s estate.

**MULTIPLE-PARTY ACCOUNTS.** This section pertains to Multiple-Party Accounts.

An account with two or more Account Holders is a Multiple-Party Account. These accounts are also called joint Accounts and the Account Holders of these accounts are also called joint Account Holders.

(A) Multiple-Party Account With Right of Survivorship. If your Account is a Multiple-Party Account with right of survivorship, at the death of one of the joint Account Holders, the decedent's ownership interest in the Account will immediately pass to the other Account Holders unless there is a different disposition made by a valid will specifically referring to this Account. After the death of one of the joint Account Holders, the right of survivorship continues between the surviving Account Holders.

(B) Multiple-Party Account Without Right of Survivorship. If your Account is a Multiple-Party Account without right of survivorship, at the death of an Account Holder the deceased Account Holder's ownership interest passes as part of the deceased Account Holder's estate.

EACH JOINT ACCOUNT HOLDER INTENDS THAT EACH OF THEM BE FULL OWNERS OF ALL OF THE FUNDS IN THE ACCOUNT , IRRESPECTIVE OF WHO CONTRIBUTED THE FUNDS IN THE ACCOUNT. Each joint Account Holder, without the consent of any other Account Holder, may make any transaction allowed under the Agreement, including the following: (1) withdraw all or any part of the money in the Account ; (2) pledge the Account as collateral to us for any obligation; (3) endorse and deposit checks and other items payable to any joint Account Holder; (4) give stop payment orders on any item, even if the item was drawn by someone else; (5) to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Standard Overdraft Policy; and (6) close the account, and decide how to pay the money in the Account. Any joint Account Holder may act for the other Account Holder(s). We may accept orders and instructions regarding the Account from any joint Account Holder. If we believe that there may be a dispute between joint Account Holders or if we receive inconsistent instructions, we may suspend or close the Account (after giving any notice required by law), we may require a court order to act, and we may require that all joint Account Holders agree in writing to any transaction concerning the Account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the Agreement for all of your obligations. This includes liability to us for overdrafts and account charges. Each joint Account Holder is liable for all overdrafts and account charges, even if only one Account Holder caused this to happen, knew about it, or received a benefit from any overdraft or account charges. Also, we may use our right of setoff against the Account. The right of setoff is explained in the Agreement.

(C) Totten Trust Account. A Totten Trust Account is an information trust account, without a written trust agreement. The trustee is the owner of the Account. The beneficiaries have no right to any funds in the Account while the trustee is living. As the owner of the Account, the trustee may withdraw money from the Account. Also, the trustee may change the beneficiary by notifying us in writing. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees are covered by the above rules for Multiple-Party Accounts. If there is no surviving beneficiary when the last trustee dies, state law will determine who owns the money in the Account.

(D) P.O.D. Account. A Payable on Death (P.O.D.) Account is an account payable to the Account Holder during his or her lifetime. As the owner of the Account, the Account Holder may withdraw money from the Account. Also the Account Holder may change the P.O.D. payee on the Account. When the Account Holder dies, the Account is owned by the P.O.D. payees. If the P.O.D. Account is held by more than one person, each Account Holder is covered by the above rules for Multiple-Party Accounts. If there is no surviving P.O.D. Payee when the last Account Holder dies, state law will determine who owns the money in the Account.

**ADDITIONAL ACCOUNT TYPES.** This section applies to other deposit account types:

(A) Formal Trust Account. A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. The trustees must give us a copy of any trust agreement covering the Account if we ask for it. We act only as a custodian of the trust funds. We are not required to act as a trustee or to ask about the powers or duties of any trustee.

(B) Uniform Transfer to Minors. If you open the Account as a custodian for a minor beneficiary under the state's Uniform Transfers to Minors Act or Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You may not pledge the Account as collateral for any loan to you. We will hold all deposits in the Account only for the benefit of the minor.

(C) Agency Account. An Agency Account is an account with money deposited and withdrawn by an Agent. The owner of the funds chooses the Agent. The Agent has the right to deposit and withdraw money, but does not own the account. An Agency Account can be cancelled at any time by notifying us

in writing. An Agent may be used with one of the other types of accounts.

(D) Business Accounts. If the Account is not owned by a natural person, the Account Holder must give us a form that shows who can sign for the Account Holder. This applies to corporations, partnerships, sole proprietorships, associations, and similar organizations.

(E) Attorney Client Trust Subject to applicable law, an Attorney Client Trust 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 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 a 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 attorney's 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.

(F) Real Estate Broker Client Trust Accounts A real estate broker may open account(s) to hold client or third party funds in trust apart from the broker's other funds. We act only as a custodian of the trust funds. We are not required to act as a trustee or to ask about the powers or duties of any broker as trustee. Upon our request, the broker will give us any documents required by law and/or real estate professional rules.

(G) Health Savings Account. A Health Savings Account (HSA) is a tax preferred account that you agree: a) you are eligible to open and maintain, b) to notify us when you are no longer eligible to maintain, c) will be used for contributions, withdrawals, and earnings for qualified medical expenses or as allowed by law, and d) you will execute and comply with the terms and conditions in the Health Savings Account Trust or Custodial Agreement. Health Savings Accounts are not subject to the Excess Transactions rule found in section (B) of the Savings Accounts section on page 2 of this agreement. Consult your tax advisor about the tax treatment of contributions, withdrawals and earnings.

**FINANCIAL INSTITUTION LIABILITY.** If we do not properly complete a

transaction according to the Agreement, we are not liable for losses or damages greater than the amount of the transaction, or if money in your Account is affected by some legal process or other claim. We are not liable for consequential damages (indirect losses or injuries that result from an act). When we receive items from you for withdrawal or deposit, we are acting only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. If any deposited item is lost in the collection process, we may reverse credit for the deposited item or charge your Account for the item.

**RIGHT OF SETOFF.** We may use our right of setoff against any or all of your accounts (except IRA, HSA, Keogh plan) without notice, if allowed by law. This means that we may charge your deposit accounts for any of your liabilities or debts to us. If the Account is a joint account, we may set off against the entire balance of the Account, irrespective of who contributed the funds to the Account, as well as against any and all accounts of each Account Holder, even though only one joint Account Holder owes us money.

**DORMANT ACCOUNTS.** Your Account is dormant if you have not made a withdrawal from it or deposit to it for a long period of time and we have been unable to reach you. If your Account is dormant, we may, if allowed by law, charge a dormant account fee on your Account. Your Account is abandoned if you have not made a deposit or withdrawal and we have had no contact with you for a period of years set by the state law. Funds in abandoned accounts will be sent to a state agency, in accordance with state law. After the funds have been sent to the state, we are not responsible for them. If you choose to reclaim the funds, you may apply to the state agency. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

**ACCOUNT STATEMENTS.** You are responsible for promptly examining each account statement and reporting any problems to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any altered check or any check with a forged signature unless you notify us within 60 calendar days after the statement and the altered or forged item(s) are made available. We are also not liable for any later items paid in good faith

containing an unauthorized signature or alteration by the same person unless you notify us within 30 calendar days after the statement and the first altered or forged item were made available . You must report any other Account problem including errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within 60 calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have asked us to hold your Account statements, we may mail them to you if you have not claimed them within 14 calendar days. We might not return the original checks to you with your statement. If we keep the checks, it does not change or reduce your responsibility to examine your statements, or change the time limits for notifying us of any errors.

**WHOLESALE WIRE AND ACH TRANSACTIONS.** From time to time you may be a party to an Automated Clearing House (“ACH”) entry or a wholesale (wire) funds transfer which may be credited to your Account. The Uniform Commercial Code Article 4A governs wholesale wire transfers as well as any commercial ACH credit entry and any consumer ACH credit entry excluded from the Electronic Funds Transfer Act. The Electronic Funds Transfer Agreement and Disclosure provided to you (if applicable) reflects our policies relating to the electronic funds transfers governed by the Electronic Funds Transfer Act.

(A) Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(B) Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

**UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED.** If you are a commercial customer, you certify that you are not now engaged in, and

during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

**NOTICES.** The following terms apply to notices relating to your Account. (A) Notice of Amendments. We may change the terms and conditions of the Agreement from time to time. We will notify you of any changes to the Agreement, if required by law. By using the Account after we notify you, you agree to all changes. We will send notices to the most recent address shown on our records for your Account. Notice to only one of you is required for a joint account. (B) Account Changes. Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. You are responsible for notifying us of any change in your address or your name. We are required to pay items drawn only on the listed Account name. We are required to try to communicate with you only at the most recent address you have given to us.

**ACCOUNT TERMINATION.** We or you may close your Account at any time without reason. Before we close your Account, we will give you notice required by law. If we close your Account, we will send the balance on deposit to your most recent address shown on our records. We will consider your Account closed if the balance is \$0.00 for 30 consecutive calendar days. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. You may close your Account by notifying us in writing. We are not responsible for payment of any check, withdrawal, or other item once your Account is closed.

**GOVERNING LAW.** The Agreement is governed by all applicable federal laws and regulations and laws and regulations of the state of Minnesota in which we are located and any local clearinghouse rules. You understand that we have to comply with these laws, regulations and rules. If the Agreement is not consistent with any law, regulation or rule, then the law, regulation or rule will govern.

**FEES AND EXPENSES.** If there is a legal action, or if there is a dispute

involving your Account, you agree to pay us our reasonable attorneys' fees, legal expenses and costs, if allowed by law. This includes those fees, expenses and costs on any appeal. You also agree that we may deduct all of the fees, expenses and costs from your Account, or we may bill you. We do not have to notify you before we deduct those amounts from your Account.

**SYSTEMS AND SOFTWARE.** We shall not be responsible to you for any loss or damages suffered by you as a result of the 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 with our 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.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**CREDIT VERIFICATION.** We may request and obtain one or more credit reports and other information about you from one or more credit reporting agencies or financial institutions so we can consider your Account application, or review or collect your Account, or for any other legitimate business purpose.

**MISCELLANEOUS PROVISIONS.** If you or your Account are involved in any legal action, your use of the Account may be limited. You agree not to use the Account in any illegal activity. We may comply with any court order or other legal process that we receive. We will not be liable to you if we do so. Our managers may listen to your telephone conversations with us to make sure that you are treated accurately, courteously and fairly. If you ask us to follow instructions that we believe may expose us to claim, action, suit, expense, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection. An example of the kind of protection we may request would be your promise to defend us against such exposure and to pay all of our legal fees and costs for the defense. 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 that any provision

of the Agreement is invalid or cannot be enforced, the rest of the Agreement will not be affected. If allowed by law, the invalid or unenforceable provision will be automatically changed so that it is enforceable or valid. If it cannot be made valid and enforceable, it will be automatically deleted from the Agreement. All other provisions of the Agreement will remain valid and enforceable.

**ADDITIONAL OVERDRAFT PROVISIONS ON ALL ACCOUNTS.** We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we have previously paid overdrafts for you. Our overdraft service is discretionary and does not constitute an actual or implied agreement between you and us. This discretionary overdraft service represents a courtesy or privilege that we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause. The amount of available overdraft coverage, if any, may fluctuate from time to time based on the above criteria.

**ADDITIONAL OVERDRAFT PROVISIONS FOR PERSONAL ACCOUNTS.**

Fees may be assessed for any item which creates an overdraft on your account whether the item is a check, service charge, bank fee, in-person withdrawal, ATM withdrawal or other electronic means (except for one-time POS and ATM transactions when the customer has not opted-in). We may assess an \$18.00 Overdraft Fee for each fee-eligible item presented against insufficient funds that we pay that creates or increases an overdraft on your account. Overdraft Fees for any one Business Day will not exceed \$90.00. We may also assess an \$18.00 Returned Item Fee for each item presented against insufficient funds that we return unpaid regardless of the type of item. Returned Item Fees for any one Business Day will not exceed \$90.00. Beginning on the third Business Day after your account was first overdrawn by fee-eligible items, we may also assess a \$5.00 Negative Balance Fee each Business Day your account remains overdrawn if there are no fee-eligible items presented for payment. The maximum length of time this fee will be charged is 30 Business Days.

**ADDITIONAL OVERDRAFT PROVISIONS FOR NON-PERSONAL ACCOUNTS.**

Fees may be assessed for any item which creates an overdraft on your account whether the item is a check, service charge, bank fee, in-person withdrawal, ATM withdrawal or other electronic means. We may assess an \$18.00 Overdraft Fee for each item presented against insufficient funds that we pay that creates or increases an overdraft on your account. We may also assess an \$18.00 Returned Item Fee for each item presented against insufficient funds that we return unpaid regardless of the type of item. We may also assess a \$5.00 Negative Balance Fee each calendar day your account remains overdrawn if there are no items presented for payment.