



# TRUTH IN SAVINGS DISCLOSURE

## FOR TIERED PERSONAL SAVINGS ACCOUNTS

**This schedule sets forth certain conditions, rates, fees, and charges that are specific to your Smarter Savings Account.** This is a schedule to the Deposit Account Agreement and Disclosure (the "Agreement"). Capitalized terms used in this schedule but not defined have the meanings given to them in the Agreement. Account holder ("you" or "your") agree to the terms set forth on both the Truth in Savings Disclosure and Personal Service Fee Schedules and acknowledge that they are part of the Agreement. Subject to applicable law and terms of the Agreement, NBH Bank, including its Bank Midwest, Community Banks of Colorado, Hillcrest Bank and Bank of Jackson Hole Divisions ("we", "us" or "our") may amend the rates, fees and charges contained in the schedule from time to time.

**This is a tiered interest bearing account.** Annual Percentage Yields and tiers are as follows:

Tier	Rate	APY
\$0 - \$999.99	0.05%	0.05%
\$1,000 - 4,999.99	0.05%	0.05%
\$5,000 and above	0.05%	0.05%

**The interest rate and annual percentage yield may change.** The interest rate and annual percentage yield are variable and may change daily at our discretion. Interest will begin to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

**Interest is compounded monthly and credited to your account monthly.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in your account each day. We use an interest accrual basis of 365 for each day in the year.

**You must deposit** \$25 to open this account. A monthly service charge of \$3 will be imposed every calendar month. Monthly service charge is waived for the first month after opening the new account. The grace period does not apply to existing or converted accounts.

**Avoid or reduce your monthly service charge by electing to establish the following described below:**

Avoid the \$3 monthly service charge with one of the following each calendar month: 1) Maintain a minimum daily balance of \$300, OR 2) Maintain an average daily balance of \$600, OR 3) Make deposits and transfers totaling \$25. Monthly service charge is also waived automatically for those under 25 years of age. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Savings Transfers and Withdrawals:** This account has no transaction limitations and will not be charged transaction fees for any number of withdrawals completed.

**Additional Services :** ATM card, Telebank 24 access, Online Banking, Online Statements, and Mobile Banking

**General Information Regarding Fees.** In addition to the fees set forth on the Personal Service Fee Schedule, the following fees may apply:

**Paper Statement fee:** This account may be subject to a Paper Statement fee of \$3 per statement cycle if you do not enroll in Online Banking, AND Online Statements before the end of the first statement cycle after account opening.

**Inactive fee:** This account may be subject to an Inactive fee of \$5 per statement cycle if there is no deposit or withdrawal activity in a six (6) month period and this is the only relationship with the Bank. After five (5) years of no activity, this fee increases to \$25 per statement cycle.

**New Mexico:** All fees are subject to Gross Receipt Tax in New Mexico; these taxes will be added to the stated fees.

### **ATM/Debit Card Disclosure**

I/We Hereby certify that the information provided herein has been supplied truthfully, accurately, and voluntarily and I authorize the Bank to make whatever inquiries credit or otherwise; the Bank feels necessary to evaluate my application. I agree that use of my card constitutes consent to all then applicable state, federal and Bank agreements, rules statutes and regulations, including without limitation applicable agreements, rules, statutes and regulations that make me liable for any transactions of any kind performed by myself or anyone to whom I entrust my card.

**FDIC NOTICE:** Bank Midwest, Community Banks of Colorado, Hillcrest Bank and Bank of Jackson Hole are all divisions of NBH Bank. Divisions of NBH Bank are not separately FDIC- insured banks. The FDIC coverage extended to deposit customers of the various divisions of NBH Bank is that of one insured bank.

## **DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE**

Effective: December 05, 2022

**1. INTRODUCTION.** In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "you" and "your" and the Financial Institution at which you maintain one or more deposit accounts (each, an "Account") is referred to as "we," "our" and "us." This Deposit Account Agreement and Disclosure contains the terms and conditions governing your Accounts. As used in this document, the term "Agreement" means this document, the signature card, a Service Fee Schedule (the "Schedule"), a Truth in Savings Disclosure ("TISA"), a Funds Availability Policy and Substitute Check Policy Disclosure, an Electronic Fund Transfer Agreement and Disclosure, a Privacy Notice and any other disclosures or notices we provide you, as applicable (all such disclosures and notices, the "Disclosures"). In that regard, certain laws and regulations require us to give specific Disclosures to certain types of clients. If we ever give you a Disclosure when we were not required to do so by the law and regulation that is the subject of such Disclosure, you understand and agree that you will not be able to take advantage of the rights or protections granted by such law and regulation or described in such Disclosure. You will, of course, receive the rights and protections to which you are entitled under laws and regulations that apply to you or your Account.

Each of you signing the Signature Card for a deposit account acknowledges receipt of this document, the Schedule and all Disclosures that apply to your Account, and agrees to the terms set forth in this document, the Schedule and all such Disclosures, as each is amended from time to time. You should READ and RETAIN this document, the Schedule and all such Disclosures so that you can refer to them whenever you have a question about your Account.

In establishing or maintaining an Account with us, you acknowledge and agree that our relationship with you is solely that of debtor and creditor and that we are in no way acting as a fiduciary for you or for your benefit, even if your Account is titled as a "trust account" or similar designation.

**2. CERTAIN DEFINED TERMS.** As used in this document, the following terms have the meanings set forth below:

"Available balance" means the ledger balance in your account less holds for certain deposits pursuant to the Funds Availability Policy and Substitute Check Policy Disclosure and less holds for debit card transactions that have been authorized but have not posted to or been paid from your account.

"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 available balance in the Account for each day of the period and dividing that figure by the number of days in the period.

"Business Day" means any day other than a Saturday, Sunday or other legal bank holiday.

"Claims" means, except for purposes of the Arbitration provision of this document, all claims, actions, suits and other proceedings (in each case, whether groundless or otherwise, whether initiated by you, by us or by a third party, and whether initiated before or after your Account is closed and/or the Agreement is terminated) and any resulting judgments, awards, orders, fines and penalties.

"Costs" means all losses, costs, damages, fees, fines, expenses and other liabilities we incur (including, without limitation, attorneys' fees and the costs and expenses of collection, litigation, arbitration or other dispute resolution (whether at trial, arbitration or on appeal) to the extent permitted by law and regardless of whether initiated by you, by us, or by a third party).

"Daily balance method" means the application of a daily periodic rate to the available balance in the Account each day.

"Financial Institution" means NBH Bank, including its Bank Midwest, Community Banks of Colorado, Hillcrest Bank and Bank of Jackson Hole divisions.

"Item" includes all orders and instructions for the payment, transfer or withdrawal of funds from an Account. Unless the context otherwise requires, the Item includes, without limitation, checks, substitute checks, purported substitute checks, drafts, warrants demand drafts, remotely created checks, remotely created consumer checks, image replacement documents, indemnified copies, preauthorized drafts, preauthorized payments, electronic transactions (including ACH, ATM and POS transactions), automatic transfers, telephone-initiated transfers, online banking transfers or bill payment instructions, withdrawal slips, in-person transfers or withdrawals, cash tickets, deposit adjustments, and other orders or instructions for the payment, transfer, or withdrawal of funds and images, digital images or photocopies of any of the foregoing. Item also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. Item also includes anytime a merchant submits an ACH as a "Retry" after a previous attempt at payment was returned for insufficient funds or resubmits a check for payment that had been previously returned for insufficient funds.

"Ledger balance" means the total of all of your deposits less withdrawals and payments actually made.

**3. DATE AN ACCOUNT IS OPENED.** If you open an Account with us after the close of one of our Business Days or open an Account with us on a day that is not a Business Day, we will consider that the transaction was made at the opening of our next Business Day for account opening, effective date and issue date purposes.

**4. DEPOSIT ACCOUNTS.** From time to time, we may offer or you may open a variety of Accounts. Each such Account is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in the Agreement. If you open multiple Accounts you may receive a Schedule and one or more Disclosures for each Account, but this document will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts (regardless of which of you created or benefitted from the overdraft) and Account charges, and jointly and severally promises to pay, upon demand, any and all debit balances, all fees, and charges and all Costs.

**5. COMPLIANCE.** In using your Account or any of our services, you agree to comply with all applicable laws and regulations (including, without limitation, economic and other sanction regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States). You also agree that you will not use your Account or any of our services for any illegal transactions or activity. In that regard, the Unlawful Internet Gambling Enforcement Act of 2006 prohibits us from processing transactions identified as being restricted due to the provisions of that Act through any commercial Account or banking relationship. We will not open any commercial Account intended for such purpose and we will close any commercial Account if we obtain actual knowledge that a client is participating in such restricted transactions through that Account.

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

(a) Payment of Interest. We will pay interest at the annual rate specified on the applicable TISA, which does not reflect compounding ("Interest Rate"). The applicable TISA also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the ledger balance on which interest will be paid, and any minimum balance requirements. Unless otherwise set forth in the applicable TISA, interest begins to accrue on the Business Day on which we receive credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank or correspondent bank, as applicable).

(b) Minimum Ledger Balance Requirements. The applicable TISA may specify a minimum ledger balance that you are required to maintain in your Account. If you do not maintain the minimum ledger balance during a specified period, we may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum ledger balance requirements on the applicable TISA.

(c) Initial Interest Rate. The initial interest rate is the current annual rate of interest that we will pay on the specified ledger balance in your Account. We may pay interest at different rates, depending on the amount deposited and/or the type of depositor (individual, business, non-profit organization, etc.).

(d) Interest Compounding and Crediting. The applicable TISA will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account.

(e) Interest Accrual. We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest.

(f) Changes. We have the right to change the rates and fees in accordance with the terms of the Schedule and the applicable TISA. We also reserve the right to change any other term of the Agreement at our sole discretion.

**7. FEES AND CHARGES.** Subject to applicable law, you agree to pay us the fees and charges for your Account and for any other services we provide you, whether or not related to your Account (such as wire transfers of funds or issuing a cashier's check) shown on the Schedule or otherwise disclosed to you from time to time. You agree that we may change the fees and charges from time to time. We will notify you of the changes, to the extent required by applicable law. You authorize us to debit your Account for their payment whether or not any such debit results in an overdraft of your Account. Existing and future fees and charges may be based upon the overall costs of providing account services and may be based upon the direct cost or expense associated with providing the particular service involved. The fees and charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by clients, and the safety and soundness of the financial institution. Your fees and charges may differ from those of other clients with the same type of account, based on our assessment of your overall relationship with us.

**8. DEPOSIT RULES.** The following terms apply to deposits made to your Account.

(a) Deposits and Deposit Slips. You may make deposits in person, by mail or by any other method we make available, such as our automated teller machines. You are encouraged to use your personalized deposit slips in order to help us credit deposits to your Account as soon as possible and to minimize errors. You agree that we will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or by one of our associates.

(b) Risk of Loss and Reconstruction. We are not responsible for deposits made by mail, night depository or other outside depository until we actually record the receipt of those deposits in our books and records. You are responsible for reconstruction and proof of loss of any items included in deposits that are lost or stolen in transit before we have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction of any items included in the deposits that are lost or stolen after we have received and accepted the deposit.

(c) Limits on Deposits and Correction of Errors. We reserve the right to limit, refuse or return any deposit. If we discover an error in any deposit or in our processing of it, we may make correcting entries to your Account and notify you of the correction. There is no time limit within which we may make such a correction.

(d) Foreign Items. As a result of time zones and other circumstances, international transactions may take place over the course of several Business Days. In certain circumstances, such as return items, an international transaction may take place on multiple Business Days over the course of a lengthy period of time (in some cases, more than 30 days). International transactions are always subject to changes in the currency exchange rate, which fluctuate on a daily basis. Changes in the currency exchange rate are likely to create a difference between what we give you as a provisional credit at the time of the transaction and what we receive from the other institution upon presentment of the item. We reserve the right to adjust your provisional credit to take account of these fluctuations in the currency exchange rate. Among other things, this means that you may owe us more if an international transaction results in a return item because of the fluctuation in the exchange rate between the time of the provisional credit to your Account and the return.

(e) Substitute Checks and Image Replacement Documents. You agree that you will not deposit, without our prior written consent, "substitute checks", as defined by federal law, or image replacement documents that purport to be substitute checks and that have not been previously endorsed by a bank. If you deposit such an item to your Account, you give us the same warranties and indemnities that we, as a reconvert bank, would give under applicable laws or regulations and you agree to reimburse us for all Costs we incur with respect to warranty or indemnity claims. If you provide us with an electronic representation of an item or a substitute check for deposit into your Account instead of the original item or a substitute check, you give us the same warranties and indemnities that you would have given you if you had deposited the original item or substitute check and you agree to reimburse us for all Costs we incur because any substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or the electronic representation otherwise causes duplicate payments.

(f) Remotely Created Checks. If you deposit a remotely created check to your Account, you represent, warrant and agree to the following: (1) the person on whose account the remotely created check is drawn authorized its issuance in the amount and to the payee stated on it; (2) if you created the remotely created check (A) you have express, verifiable proof of that authorization, (B) you will maintain that proof for at least 2 years from the date of the authorization, and (C) you will give us that proof upon our request for it; and (3) if the remotely created check is returned, you owe us the amount of the remotely created check, regardless of when it is returned and you agree to reimburse us for all Costs we incur as a result of any breach of these representations, warranties and agreements.

(g) Cutoff Hour. If we receive an item on a day that is not a Business Day or after the close of one of our Business Days (or if we receive an item deposited at one of our ATM terminals after 6:00 pm Central Time on a Business Day), the item is deemed to have been received at the beginning of the next Business Day. Our Business Days and cutoff hour are subject to change from time to time at our discretion. Except to the extent additional notice is required by law, any change in our Business Days or cutoff hour becomes effective on the day the new Business Days or cutoff hour are posted at our offices.

(h) Notice of Stop Payment, Legal Process, or Setoff. An item we receive before the close of one of our Business Days may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to 2:00 pm (Central time) of the next Business Day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay an item if it is received after that time. Additional limitations regarding stop payment orders, our right of setoff, or other legal process may be found elsewhere in this document.

(i) Endorsements. You authorize us to accept transfers 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, whether or not they are endorsed by any or all of you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All items deposited to your Account should be endorsed payable to our order and for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the item within the first 1-1/2 inches from the left side of the item when looking at it from the front. While we may accept nonconforming endorsements, you will be responsible for any loss we incur due to the delay in processing or returning the item for payment.

(j) Direct Deposits. If we offer direct deposit services for automatic pre-authorized deposits to your Account or automatic transfers from your other accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or pre-authorized transfer if you wish to cancel the direct deposit or transfer service. If any amount so deposited (including, without limitation any Social Security payments) must be returned to the government for any reason, you authorize us to deduct the amount from your Account.

(k) Crediting of Deposits. The Funds Availability Policy and Substitute Check Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds.

**9. COLLECTION RULES.** The following terms apply to our collection of items that you deposit to your account:

(a) Agency Status. Even though we may credit your Account immediately when you make a deposit, we receive any item (other than United States currency) for deposit or collection as your collection agent, we assume no responsibility beyond the exercise of due care and we may handle the collection of any such item in accordance with our usual practices. Special instructions for handling an item are effective only if made in a signed writing and given to us along with the item in question. We will not be liable for default or negligence of our correspondents or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve Bank regulations, Clearing House Association or Funds Transfer System rules and contractual arrangements we have with other financial institutions.

(b) Truncation of Items. As your agent for collecting items you deposit with us, we may "truncate" paper items (i.e. convert them into electronic information or images) and present and return them electronically. We may also truncate paper items that are dishonored by the drawer's financial institution when we re-present them. We may reconvert a truncated item into a paper "substitute check" which is the legal equivalent of the original.

(c) Provisional Credit, Final Payment and Charge Back. All non-cash items (for example, checks) deposited to your Account (including items drawn on another account with us) are provisionally credited to your Account, subject to our receipt of final payment from the bank on which such item was drawn. Upon our receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any Costs. This authorization applies without regard to whether or not the item is returned to us, whether or not the item was deposited or returned by electronic or other means, whether or not the bank on which the item was drawn returned the item before its midnight deadline and whether or not doing so results in an overdraft in your Accounts. Furthermore, if an item you deposit or cash is finally paid by the bank on which it was drawn and that bank later returns the item to us claiming that it was altered, forged, unauthorized, or should not have been paid for some other reason, you authorize us to debit any of your Accounts for the amount of the item (along with our returned item fee, any interest paid on that item, and all Costs), even if doing so results in an overdraft in your Accounts. We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. Unless we receive written instructions from you to the contrary, we will automatically redeposit any item upon its first unpaid return to us where the reason for that return is insufficient funds or uncollected funds. We are authorized to pursue collection of a previously dishonored item and, in so doing, may permit the bank on which that item is drawn to hold it beyond any applicable deadline.

**10. 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 we permit for that type of Account. Withdrawals by mail will be posted to your Account as of the day we process them. We may limit the amount of funds that may be withdrawn from your Account in cash for various reasons (including, without limitation, the amount of currency that is available at a particular banking center or ATM terminal). We may refuse to accept and/or impose a fee for processing (i) any item other than standard checks we provided or approved in advance or (ii) a withdrawal or transfer

request that is attempted by any manner not specifically authorized for your Account, that is greater in frequency or number than that specifically permitted for your Account or which is for an amount less than any minimum withdrawal or transfer denomination required for your Account. We also may refuse to allow and/or impose a fee for processing a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented or you fail to repay an obligation to us on time. Withdrawals and transfers from your Account may be restricted as provided in the Agreement or by applicable law.

(b) Check Stock Requirements and Responsibilities. You are responsible for the condition of an item when you issue it. If any 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 item, you will be responsible for any cost and liabilities associated with such return or delay. Checks purchased or printed from sources other than through us must contain security features that will prevent the check from being counterfeited. The minimum features acceptable are an artificial watermark, "VOID" pantograph, microprint lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer. In addition, if you elect to have your checks printed by a vendor that we have not approved, or you use check stock or security features that cause critical data to disappear or be obscured upon truncation, or you make your check out in such a way (such as by using lightly colored ink) that causes critical data to disappear or be obscured upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding or duplicate serial numbers. You must notify us promptly after you discover that any of your checks were lost or stolen.

(c) Electronic Check Conversion. You authorize us to honor electronic debits against your Account resulting from an electronic check conversion. An electronic check conversion occurs when you give a paper check to a merchant or other payee and authorize that person to capture the routing, account, and serial numbers from that paper check to initiate an electronic debit to your Account. If one of your paper checks is converted it will be collected electronically and charged against your Account much more quickly than a paper check. This means that (i) you will have a reduced right to stop payment, (ii) you need to make sure that your Account has sufficient collected funds to cover the debit and (iii) you will not receive a copy of that cancelled check with your monthly statement. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your Account.

(d) Electronic Presentment and Posting. You authorize us to charge your Account on the day an item is presented (or returned) to us directly or electronically for payment. You also authorize us to charge your Account or place a hold on funds at an earlier time if we receive notice that an item or transaction has been deposited for collection at another institution or is being processed against your Account by a merchant (for example, at a point-of-sale terminal). In that regard, you should understand that some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. This could affect the balance available in your Account to cover other transactions. We are not responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from these procedures. We may charge your Account for truncated or substitute items, other electronic information or image replacement documents that are replacements for otherwise properly payable items.

(e) Your Checking Account Balances: Your checking account has two balances: the "ledger" balance and the "available" balance. Both can be checked when you review your account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains ledger and available balances and how they work.

Your ledger balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you (See Funds Availability Policy and Substitute Check Policy Disclosure for more information), less payment transactions that have "posted" to your account, but not payment transactions that have been authorized and are pending. Your ledger balance is what is in your account, but it is not necessarily the amount you may spend. Any holds for purchase transactions, holds on deposits, or other checks, payments and fees that have not yet posted will not appear in your ledger balance. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, then your ledger balance is \$50 but it does not reflect the pending check transaction. So at that point, you actually have \$50, but you have already spent \$40.

Your available balance is the amount of money in your account that is available to you to use. The available balance is the ledger balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Financial Institution has authorized but that have not yet posted to your account. For example, assume you have a ledger balance of \$50 and an available balance of \$50. If you were to swipe your debit card at a restaurant to buy lunch for \$20, then that merchant would ask us to pre-authorize the payment. If we authorize the payment, we will reduce your available balance by \$20 because once we authorize the payment, we are obligated to pay. Your ledger balance would still be \$50 because this transaction has not yet posted and we have not actually paid it, but your available balance would be \$30 because you and we have committed to pay the restaurant \$20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your account and your ledger balance will be reduced by \$20 and your available balance will remain the same. It is very important to understand that you may still overdraw your account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and ACH transactions that you have authorized, or other outstanding transactions that have not been paid from your account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your account. In addition, your available balance may not reflect all of your debit-card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your account.

(f) How Items Are Posted and Paid. Each item presented against an insufficient available balance in your Account (and that is not covered by a separate overdraft protection or overdraft privilege agreement with us) is subject to the service fee set forth in the Schedule. For certain types of transactions, you will be charged a fee whether we pay the item or not. Please note that merchants/payees may present more than one ACH in an attempt to get paid or present a paper check multiple times if its first attempt is returned. We will assess a returned item fee each time we are presented with a transaction that overdrafts your account regardless of how many attempts the merchant/payee has made to collect the payment. Please refer to the Schedule. We may determine whether or not your Account contains a sufficient available balance to pay an item at any time between the time we receive the item and our return deadline, and only one determination of the available balance in your Account is required. We may process, post and pay items (including those payable to us or on which we may be liable) in any order we determine, even if paying a particular item results in an insufficient available balance in your Account to pay one or more other items that otherwise could have been paid out of your Account. We may also establish categories for processing, posting and paying different types of items and determine the posting order within and among those categories. If we temporarily post an item to your Account during the day, we may change its final posting order at the end of the day. Without limiting the generality of the foregoing and with certain exceptions (for instance online account activity is posted in real time), our current practice is to (i) process and post deposits and credits to your Account before we process, post and pay items and (ii) unless noted otherwise below, we process, post and pay items in smallest dollar value to largest dollar value within the following categories:

#### CREDITS

- (1) Deposits, including client initiated transfers
- (2) Incoming Wires
- (3) Deposit correction credits
- (4) Lockbox Deposits

#### DEBITS

- (5) Outgoing Wire transfers
- (6) Stop Payment Fees
- (7) Deposit correction debits
- (8) Safe Deposit Box Rent
- (9) ACH Debit including Bill Pay ACH items and electronically converted checks\*
- (10) Client initiated transfers between accounts
- (11) Debit Card purchases and ATM withdrawals
- (12) Checks cashed by our tellers or presented in other client's deposits\*
- (13) Checks including Bill Pay Checks, not included in #12\*
- (14) Checks with no check number
- (15) Other service charges including NSF fees, maintenance fees, etc.

\* Items post in check or serial number sequence (then low to high within each serial number)

When you do not have a sufficient ledger or available balance in your Account to cover all of the items we receive on that day, this posting order may result in more overdrafts, returned items and fees than may have resulted if we had used another posting order. Your Account statement(s) will not necessarily report items in the order that we posted them to your account. We may change categories and the posting order within and among categories at any time without notice.

**(g) Insufficient Funds and Overdrafts.**

**(i) Overdrafts and Declined or Returned Items.** We do not have to pay an item if there is not a sufficient available balance in your Account to cover the full amount of that item. If there is a sufficient available balance in your Account to cover some, but not all, of the items presented against your Account on any day, (a) we will process, post and pay those items for which there is a sufficient available balance in your Account according to our standard posting order described above and (b) we handle all other items in accordance with our overdraft procedures described below or in accordance with any other agreement you may have with us. Please note that merchants/payees may present more than one ACH in an attempt to get paid or present a paper check multiple times if its first attempt is returned. We will assess a returned item fee each time we are presented with a transaction that overdraws your account regardless of how many attempts the merchant/payee has made to collect the payment. Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We are not required to send you prior notice on items returned for a non-sufficient available balance or items we pay into overdraft. You agree to deposit sufficient funds to cover any overdraft and any service fees upon notice of the overdraft, and to reimburse us for any costs we incur in collecting the overdraft from you. If you do not bring your ledger balance positive within five (5) days, you will be assessed a continuing negative balance per day as disclosed in the Schedule. If you do not bring your ledger balance positive within 60 days, your Account will be closed.

**(ii) Standard Overdraft Practices.** An overdraft occurs when you do not have a sufficient available balance in your Account to pay an item but, as a convenience to you, we pay it anyway. We will charge you an overdraft fee if we pay a transaction that is greater than one dollar (\$1.00) and it results in a ledger balance that is overdrawn by more than five dollars (\$5.00). We may cover your overdraft by using standard overdraft practices that apply to your Account. Our overdraft practices are not a guarantee of payment.

**(A) Overdraft Privilege Program.** If your Account meets our eligibility standards (based on the length of time your Account has been opened, the type of activity, the type of account and your usage of the Account), under Standard Overdraft Privilege we will consider authorizing and paying overdrafts for the following types of transactions: checks and other transactions made using your checking account number, online bill payments, ACH transactions or automatic/pre-authorized debits (i.e. recurring debit card transactions). For consumer accounts, unless you have affirmatively consented to Extended Overdraft Privilege (see below), we generally do not authorize and pay (i.e. we decline) ATM and everyday debit card transactions that exceed your available balance at the time of the authorization request at the point of sale or at the ATM. Under the Overdraft Privilege Program, we pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. For additional information regarding the Overdraft Privilege Program, please refer to our separate disclosure entitled Overdraft Coverage Options.

**(B) Recurring Debit-Card Transactions.** A recurring debit-card transaction occurs when you provide a merchant your debit-card information and it sets up a regularly or semi-regularly scheduled payment. We are entitled to and will rely on how the merchant codes the particular debit-card transaction as "recurring" or "non-recurring." If a recurring debit-card transaction is submitted to us and would be drawn against an insufficient available balance, we may decline it with no fee assessed or pay it. If we pay the transaction and it is greater than one dollar (\$1) and it results in a ledger balance overdrawn by more than five dollars (\$5), we will assess you an overdraft fee.

**(C) Non-Overdraft Privilege Accounts.** If your account is not eligible for or you choose not to participate in the Overdraft Privilege Program, we may still pay items in our discretion if there is not a sufficient available balance in your Account to cover the full amount of that item. If we return an item, we will assess a fee. If we decline a debit card transaction, no fee will be assessed. If we pay transactions other than debit card or ATM transactions, we will charge you an overdraft fee if the transaction is greater than one dollar (\$1.00) and it results in a ledger balance that is overdrawn more than five dollars (\$5). If you attempt to enroll in Overdraft Privilege Program and your Account is not eligible to participate in Overdraft Privilege Program, the Overdraft Privilege Program will be removed from your Account without further notice to you.

**(D) Extended Overdraft Privilege.** If your account is eligible and you affirmatively opt-in, we may authorize and pay everyday (i.e., non-recurring) debit card and ATM transactions that would exceed your available balance at the time of authorization. We will charge you an overdraft fee if, when the transaction posts to your account (which could be up to three days later), the transaction is greater than one dollar (\$1), and it results in a ledger balance that is overdrawn more than five dollars (\$5). If you do not opt in and your transaction exceeds your available balance, we will decline the transaction at the point of sale or at the ATM and no fee will be assessed.

**(iii) Overdraft Protection Plans.** In addition to our standard overdraft practices applying to your account, we also offer two additional overdraft protection plans that may cover an overdraft, such as a link to a checking, savings or money market account, or a line of credit which may be less expensive than our standard overdraft practices. Each plan provides a different level of protection when your available balance will not cover a transaction presented to us for payment or authorization. To learn more, please ask us about these plans.

**(A) Overdraft Protection Transfer Services (Deficit Transfer).** Optional "Overdraft Protection" is available to link a second account such as a checking, savings or money market account to your Account to cover an overdraft in (and the transfer fee) in \$100 increments (or such other increment as we may agree). If the second account does not have a sufficient available balance to cover the overdraft (and the transfer fee) in a \$100 increment (or such other increment as we may agree), the total available balance in the second account will transfer. If the remaining funds in the second account are not sufficient to cover the overdraft in your Account, you may still incur an overdraft fee, but you will not incur a transfer fee. *(Please consult the Schedule for additional details on fees.)*

**(B) Ready Cash Reserve.** You may also choose to apply for "Ready Cash Reserve" a line of credit we offer to qualified depositors to cover overdrafts. A fee will apply for each transfer *(Please consult the Schedule for additional details on fees)*. Interest charges may also apply. Please ask about additional details or for additional materials regarding Ready Cash Reserve. Subject to credit approval. *(Provides peace of mind and may provide a safety net, especially in an emergency)*. Please note that a transfer fee may still be assessed even if the transfer from the Ready Reserve does not cover the transaction and the transaction results in an overdraft or returned item fee.

**(iv) Frequently Asked Questions Regarding Our Standard Overdraft Practices.**

***What fees will I be charged if you pay my overdraft?*** We will charge you our standard overdraft fee as disclosed in the Schedule for each item paid that overdraws your Account. For consumer accounts, unless you have provided your consent, we will not charge an overdraft fee for ATM withdrawals and every day debit card transactions that overdraw your Account. For consumer accounts, we will not charge an overdraft fee if your ledger balance is overdrawn by less than five dollars (\$5). In addition, we will not charge consumer accounts more than five (5) per item fees each business day. Please note: On all accounts, if your Account remains overdrawn 5 consecutive business days, beginning on the 5th business day we will charge you a continuous overdraft fee each business day until your ledger balance is brought to a positive balance. Please consult the Schedule for additional details on overdraft fees.

***What if I want you to authorize and pay ATM transactions and everyday debit card transactions with my consent?*** For consumer accounts, if you want us to authorize and pay ATM and every day debit card transactions that exceed the available balance in your account, your consent is needed for this service. You can visit one of our banking centers, call Telebank 24 and press zero to speak to an operator; or log into online banking to sign up for this service under the "Customer Service" tab. You can discontinue this service at any time by using any of the above methods.

**(v) Discretionary Nature of Our Standard Overdraft Practices.** We may pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any item. We may authorize and pay items based on a variety of factors, such as your Account's tenure, overdraft behavior or balance information. Our standard overdraft practices described above are discretionary overdraft services; if factors warrant, we may not pay overdrafts and will return or decline to authorize overdraft items. For consumer accounts, if you do not give us consent to authorize and pay ATM withdrawals and every day debit card transactions that exceed the available balance in your Account, those transactions will generally be declined at the ATM or merchant location.

**(vi) Helpful Tips for Avoiding Overdrafts.** Excessive overdrafts are discouraged. They are expensive and may damage your credit. Here are some suggestions on how to avoid overdrawing your Account:

**(A)** Know your Account balances and keep a check register that is up to date. You may check your Account balances anytime with these free services: online banking, mobile banking or Telebank 24 automated line. However, please remember that your Account balances reported through these free services will not reflect outstanding items, such as ACHs and checks not yet posted to your Account.

**(B)** Sign up for eAlerts to receive an email or text message when your Account balances are running low. Additional data and message fees may apply.

**(C)** Utilize our Overdraft Protection Transfer Services by setting up an automatic transfer from another account or apply for "Ready Cash Reserve", a line of credit that would automatically cover an overdraft.

**(D)** Contact us if you need assistance.

(h) Administrative Suspension of Certain Account Privileges. If you maintain a persistent negative balance in your Account, we reserve the right to administratively suspend your use of the Account until that persistent negative balance has been repaid in full. We will accept all deposits (including, without limitation, deposits by electronic means from any governmental or other source) made to an Account while it is administratively suspended. We will deem any such deposit as your good faith effort to retire the persistent negative balance and will apply each such deposit against the persistent negative balance until it has been paid in full. Any deposit in excess of the amount necessary to repay the persistent negative balance in full will remain on deposit in your Account and will be available on the terms and conditions then applicable to such Account. If any deposit is made to an Account while it is administratively suspended, we will provide a statement for the period in which the deposit is made to the most recent address associated with the Account and will continue to provide such statements until you close the Account or it is again administratively suspended. As used in this section a persistent negative balance means a negative ledger balance of any amount which has existed for at least 29 consecutive days.

(i) Notice Requirements. Federal regulations require us to retain the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a savings, NOW, or money market account. Although we usually pay items without requiring prior notice on these accounts, doing so does not mean that we give up this right.

(j) Postdated Items. You agree that when you write an item, you will not date it in the future. If you do and the item is presented for payment before the date on the item, we may pay it or return it unpaid. You agree that if we pay the item, the item will be posted to your Account on the date we pay the item, even though the posting date is prior to the date of the item. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated item if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the item, along with the name of the payee. Notices are effective for the time periods stated under Stop Payment Requests. You agree that we may return a postdated item to the presenter.

(k) Power of Attorney. The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We will only accept a Durable Power of Attorney. We may refuse to comply with a power of attorney for reasonable cause and until we receive an affidavit from the agent stating that the power of attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated.

(l) Signatures.

(i) Specimen Signatures. We may use the signature on your signature card, a resolution or any separate written authorization that you give us when necessary to verify the signatures on items drawn on your Account. When an Account is held in the name of two or more persons as officers, agents, trustees, personal representatives or in some other fiduciary capacity, each authorizes the other to draw items and otherwise act on the Account.

(ii) Facsimile Signatures. If you use any form of facsimile signature device, you agree (A) to deliver a sample to us, (B) that you are solely responsible for maintaining security of the facsimile signature device and (C) you bear the entire risk for unauthorized use of the facsimile signature device, whether or not you are negligent. You are responsible for any item presented against your Account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. You agree that neither any facsimile signature we have been authorized to honor, nor any facsimile signature which reasonably resembles the specimen you are required to provide to us may be considered a forgery or an unauthorized signature, but that such facsimile signature shall be effective as your signature or endorsement, whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all Claims and Costs you or we may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed.

(iii) Multiple Signatures. When your Account was established, you may have indicated a desire for more than one authorized signature on certain items by designating a specific number of desired signatures on the signature card, a resolution or in a separate written authorization that you gave us. However, because our automated processing procedures preclude us from identifying items that require multiple signatures, you recognize that such a requirement is for your internal purposes only, and you agree that we are not required to determine if any item contains the number of signatures indicated by any such designation.

(m) Automated Processing and Legends. We have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to all clients. These automated procedures are based on the use of high-speed automated processing equipment that relies primarily on information encoded onto each item in magnetic ink. As a result, you agree that in paying or taking an item for collection, we may disregard all information on the item other than information that is encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. By way of example, you agree that we may rely on the amount of an item as encoded in magnetic ink, even if the magnetically encoded amount differs from the face amount of the item. Similarly, you agree that we may disregard restrictive language (such as "Void after 90 Days," "Paid In Full," "Two Signatures Required," "Void Over \$100" or similar statements) in paying or taking an item for collection. You agree to reimburse us for all Costs we incur because you issue or deposit an item containing such language. You also agree that we do not fail to exercise ordinary care in paying items solely because our procedures do not provide for the sight examination of any items, or only items below a threshold amount we determine from time to time. Even though the risk of loss is somewhat higher than it would be if we did not use these automated collection and payment procedures, you understand and agree that your risk of suffering a loss is low compared to the fees you would have to pay if we examined each item manually. Accordingly, you agree that we will not be liable to you for losses you may suffer because we honor items: (1) bearing facsimile signatures, (2) bearing manual signatures, which are so cleverly forged that a reasonable bank associate could not detect the forgery, (3) that we never have a chance to view because of truncation, (4) which are processed mechanically in a manner which is consistent with industry standard practice, and (5) containing restrictive legends.

(n) Prauthorized Drafts. 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 an item to the party, any item presented against your Account by the party to whom you gave the information is deemed authorized by you. You understand and agree that, after any such item is charged to your Account, we will not reverse the transaction by re-crediting the amount of such item to your Account.

(o) Imaging. You authorize us to store and use your signature card and other Account related documents and information in any reasonable form we deem appropriate, including through the use of any digitized signature capture or electronic document imaging or conversion process, and to destroy the originals after doing so. Your paid items will not be returned to you, but will be imaged and the physical items will be destroyed shortly after we process them. If you use our online banking service, you may access electronic images of paid items through that service for the period of time specified in the terms and conditions for that service. You can obtain copies of the image of your paid items in person at one of our banking centers, or by calling us and providing us with Account number, item number, the amount of the item, and (if known) the date the item was paid. We may charge you a fee for each copy (including the front and back of each paid item). We are not responsible for any special or consequential damages under any circumstances for our inability to provide copies of paid items. Our liability, if any, will not exceed the face amount of the paid item in question. You agree to provide us with reasonable proof of any loss.

(p) Cashing Items for Non-Clients. We reserve the right to require reasonable identification from any person presenting an item drawn on us. Reasonable identification includes a thumbprint. We also reserve the right to refuse to cash any items presented by non-clients. Because cashing an item for a non-client exposes us to additional fraud risks, you agree that we may (1) charge a fee for cashing an item for a non-client when the item is drawn on your Account, and (2) deduct the fee from the cash remitted to the non-client. You agree that we will not be liable for wrongful dishonor for refusing to cash an item if the payee refuses or fails to pay a fee or comply with our identification procedures.

(q) Stale Items. We reserve the right to pay or dishonor any item more than six months old without prior notice to you.

(r) Stop Payment Requests. Subject to the limitations stated in the last paragraph of this section, you may request us to stop payment on any item payable against your Account, whether issued or authorized by you or any other account holder or authorized signer. However, only the person who requested a stop payment may release or cancel it. You may be charged a fee for any stop payment request. Please refer to the Schedule.

A stop payment request is effective only if we receive it at such time and in such manner as to afford us a reasonable opportunity to act upon it before our cut-off time as described above. Our acceptance of a stop payment request does not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the request.

We will confirm in writing to you our receipt of your stop payment request. The written confirmation will specify the length of time for which the stop payment is effective. We will not give you notice that a stop payment request has expired. A stop payment request may be renewed for additional periods at any time prior to its expiration.

In order to request us to stop payment on an item, you must give us your Account number, the date, amount and number of the item and the name of the payee on the item. You must be precise in the information you give us and you agree that we will not be liable for failing to stop payment on an item if the information you give us is incorrect or incomplete. Moreover, we are not obligated to re-credit your Account if we pay an item over a valid and timely stop payment request unless you are able to demonstrate the fact and amount of your loss. If we do re-credit your Account after paying an item over a valid and timely stop payment request, you agree to transfer to us all of your rights against the payee or other holder of the item and to assist us in any legal action we may later take against that person. If we comply with any stop payment request you give us, you agree to defend, indemnify and hold us harmless from and against any Claims or Costs resulting from or relating in any way to that stop payment request.

You may not request us to stop payment on any item we have accepted, which we are obligated to pay (such as a money order or an official, certified, cashier's or teller's check) or for which we have otherwise become accountable. In addition, you may not request us to stop payment on items governed by any separate agreement we have with you, such as a check guaranty agreement.

**11. CHECKING ACCOUNTS.** If your Account is a checking Account, the following terms may apply:

(a) Interest Bearing and NOW Accounts. If we offer "NOW" (interest bearing checking) 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.

(b) Internal Account Restructuring. Your Account may consist of a checking sub-account and a savings sub-account. We may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your Account earns interest, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing other savings accounts. This process will not affect your available balance, the interest you may earn, or FDIC insurance protection or your monthly statement. This is simply an internal accounting treatment of deposits by us and has no effect on your Account.

**12. TIME DEPOSITS.** If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the TISA will apply.

(a) Penalty. The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit.

(b) Exceptions. We may allow the withdrawal of all or part of your Account before the maturity date without imposing an early withdrawal penalty in the following circumstances: (1) one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; (2) where the Account is an Individual Retirement Account (IRA) and the IRA holder revokes the IRA within 7 days of the establishment of the plan document (Simplifier); (3) Disability of the IRA holder under the requirements of IRC Sec 72(t); 4) Withdrawals paid directly to the beneficiary of a deceased IRA holder.

**13. FRAUD DETECTION AND DETERRENCE; IDENTITY THEFT.**

(a) Background and General Precautions. Check and other fraud has increased dramatically in recent years due to a number of factors, including increased access by criminal elements to high quality computer scanning and printing equipment and expedited funds availability mandated by Congress and the Board of Governors of the Federal Reserve System. There are several precautions you can and should take to decrease the risk of unauthorized debits to your Account. Such precautions include, but are not limited to:

(i) Safeguard critical identity information such as your Account number. Your Account number can be used by thieves to encode your number on a false demand draft that looks like and functions like an authorized item. Your Account number can also be used to electronically remove money from your Account. If you provide your Account number in response to a telephone solicitation for the purpose of making a transfer (for example, to purchase a service or merchandise), payment can be made from your Account even though you did not contact us directly and order the payment.

(ii) Safeguard checkbooks, unused checks, electronic access devices, ATM and debit card PIN numbers, and facsimile signature machines. If you furnish your access device and grant actual authority to make transfers to another person (for example, a family member, friend or coworker) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

(iii) Avoid writing checks in a way that encourages alteration, such as using pencil or leaving large spaces.

(iv) Promptly and carefully, review each statement we send or make available to you for unauthorized debits, and promptly report any to us.

(v) Review your checkbooks, unused checks and on-line statements for unauthorized activity upon any suspicion that checks may have been stolen.

(vi) Close your Account immediately upon discovery of any known or suspected unauthorized debits.

(b) Failure to Implement Available Products and Services. In addition, we may from time to time make certain products and services that are designed to detect and/or deter fraud available to you. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood that certain types of fraudulent items will be paid against your Account. As a result, you agree that if you fail to implement any of these products or services, you will be precluded from asserting any Claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product or service was designed to detect or deter, that we will not be required to re-credit your Account or otherwise have any liability for paying such items, and that you will indemnify us for Claims and Costs relating in any way to such items as long as we have dealt with such items in good faith and in accordance with prevailing commercial banking standards (other than any such standards relating to the use of the products or services in question).

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

**15. FORMS OF ACCOUNT OWNERSHIP.** The way in which your Account is owned is designated on the signature card. We may rely on the form of ownership of your Account, as designated on the signature card, for all purposes relating to your Account. By signing the signature card you are approving the form of ownership and titling of your Account designated on the signature card. We have no responsibility to inform you as to how the designated form of ownership or titling affects your legal interests. If you have any questions regarding those matters, you should consult your own attorney, as you bear the sole responsibility for them. Based upon the type of account ownership that you have designated, the following terms and conditions apply. When we accept a deposit to an account or permit a withdrawal or payment from an account, we may rely upon the form of the account and the terms of the Agreement at the time we process the transaction. We do not have to inquire about the source or ownership of any funds we receive for deposit or about the application of any withdrawal or payment from an account. When we permit a withdrawal or payment from an account at the request of any signer, or the agent of any signer, in accordance with the terms of the Agreement, the withdrawal or payment completely releases and discharges us from all claims regarding the withdrawal or payment.

(a) Individual Accounts. An individual Account is an account in the name of one depositor only. Only that person, or another person authorized by that person, may write or authorize items against the Account, regardless of who actually owns the funds.

(b) Multiple Party Accounts. This section pertains to multiple party accounts:

(i) Joint Account Ownership. An account with two or more Account Holders is a joint account. By policy, we do not offer joint ownership as tenants in common. Therefore, all joint Account Holders will be considered joint tenants with right of survivorship. This means that upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Account Holder(s). Similarly, by policy we do not permit joint ownership as tenants by the entireties, even if the joint Account Holders are a husband and wife who are residents of a state that recognizes that form of ownership.

(A) Each joint Account Holder, without the consent of any other joint Account Holder, may, and hereby is authorized by every other joint Account Holder, to make any transaction permitted under the Agreement, including without limitation, (1) to withdraw all or any part of the Account funds, (2) to pledge the Account funds as collateral to us for any obligation, whether that of one or more joint Account Holders or of a third party, (3) to endorse and deposit items payable to any joint Account Holder, (4) to give stop payment orders on any item, whether drawn by that joint Account Holder or not, and (5) to close the Account, with the disbursement of Account proceeds as instructed by such joint Account Holder.

(B) Each joint Account Holder is authorized to act for the other joint Account Holder(s) and we may accept orders and instructions regarding the Account from any joint Account Holder.

(C) Each joint Account Holder guarantees the signatures of the other Account Holder(s) and authorizes each other joint Account Holder to endorse items for deposit if they are payable to any joint Account Holder.

(D) If we believe there is a dispute between joint Account Holders or we receive inconsistent instructions from the joint Account Holders, we may suspend or close the Account, require

a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the Account.

(E) Each joint Account Holder's obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts (regardless of which of joint Account Holder created or benefitted from the overdraft) and debit balances as set forth above.

(F) The joint Account is subject to garnishment orders and our right of setoff as set forth below.

(G) If you establish a joint Account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents.

All of these rights exist irrespective of who contributed the funds to the joint Account.

(ii) Totten Trust Account. A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiaries under the Account. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. When the last trustee dies, the Account is owned by the named beneficiary or beneficiaries. If there is more than one surviving beneficiary, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in our Account records and as allowed by applicable state law. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

(iii) 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, you may withdraw money from the account and may, by written direction to us, change the P.O.D. payees under the account. When the Account Holder dies, the account is owned by the surviving P.O.D. payee(s). If the P.O.D. Account is held by more than one person, it will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the account shall be paid in equal shares to the surviving P.O.D. payee(s), unless otherwise stated in our Account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the Account.

(C) Additional Account Types. This section applies to other deposit account types:

(i) 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. Upon our request, the trustee(s) will give us a copy of any trust agreement covering the Account and, if requested, the trustee(s) will give us an affidavit of the trustee(s) certifying certain aspects of the trust agreement upon which we may rely. 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 trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all Costs may suffer or incur arising out of any Claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

(ii) Uniform Transfer to Minors. If you have established the account as a custodian for a minor beneficiary under the Uniform Transfers to Minor Act or the Uniform Gifts to Minors Act of the state specified under the Governing Law section, your rights and duties are governed by such Act. You will not be allowed to pledge the Account as collateral for any loan to you. Deposits in the Account will be held by us for the exclusive right and benefit of the minor beneficiary. The custodian and/or any person opening the Account, in their individual capacity, agree to defend, indemnify and hold us harmless from and against any and all Claims and Costs we may suffer or incur arising out of any Claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

(iii) Agency Accounts. An Agency Account is an Account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the Account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

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

(v) Business Accounts. If the Account is not owned by a natural person (a corporation, partnership, sole proprietorship, unincorporated association, etc.) then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

**16. ASSIGNABILITY.** The Account is not assignable or transferable except with our prior written consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

**17. YOUR INDEMNIFICATION OBLIGATIONS AND LIMITS ON OUR LIABILITY.** Unless finally determined by a court or arbitrator of proper jurisdiction to have been caused exclusively by our gross negligence or intentional misconduct, you agree to defend, indemnify and hold us, our officers, associates and agents harmless from any and all Claims and Costs arising in connection with your Account or the services provided under this Agreement, and you further agree to defend, indemnify and hold us, our officers, associates and agents harmless from any and all Claims and Costs arising out of actions we take or omit in good faith in reliance upon instructions from you. You also agree to defend, indemnify and hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability. You agree that if we fail to properly complete a transaction according to the Agreement, we will only be liable for your actual damages resulting from that failure (but in no event for more than the amount of the transaction), and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claims. In that regard, our internal policies and procedures are solely for our own purposes and do not impose a higher standard of care on us than would otherwise be applicable in the absence of such policies or procedures. Even if our liability is established for your actual damages, in no event will we be liable to you for special, consequential or punitive damages arising out of or in connection with the transaction or the furnishing, performance or use of any services contemplated by the Agreement, regardless of whether we may have been advised of the possibility of such damages unless required by applicable law. The limitations and exclusions in this paragraph apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of the Agreement and all of your business with us. Any action or proceeding by you to enforce an obligation, duty, or right arising under the Agreement or by law with respect to your Account or any service contemplated by the Agreement must be commenced against us within one year after the cause of action accrues. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the transactions in question to us and to assist us in any efforts or legal action that we may take to recover those amounts from any third party.

**18. RIGHT OF SETOFF AND SECURITY INTEREST.** Subject to applicable law, we may exercise our right of setoff against any and all of your Accounts without notice, for any liability or debt of any of you, then due and owing to us, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, account service charges, overdraft charges, attachments, garnishments, levies, attorneys' fees or other obligations. Each joint account holder authorizes us to exercise our right of setoff against any and all Accounts of each account holder. Some government payments (such as Social Security, Supplemental Security Income, Veterans and other federal or state benefits) may be protected from attachment, levy or other legal process under federal or state law. If such protections would otherwise apply to our right of setoff or any other deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may setoff against and otherwise use these funds to pay amounts you owe us. In addition, you grant us a security interest in your Account so that the balance in the Account is collateral for any current or future obligation you owe us (whether as a borrower, a guarantor or otherwise). If we incur any Costs in responding to any attachment, garnishment, or other levy that is not otherwise reimbursed, we may charge such Costs to you or your Account without prior notice to you. However, our right of setoff and security interest may not apply to your Account if: (a) it is an IRA or a tax-deferred Keogh Retirement Account (but this does not affect our rights under any consensual security interest); (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) our records demonstrate to our satisfaction that your right of withdrawal arises only in a representative capacity (for example, as an authorized signer, attorney-in-fact, or a fiduciary). Any garnishment or other levy against your Account is subject to our right of setoff and security interest.

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



## 20. ACCOUNT STATEMENTS.

(a) Duty to Promptly Examine Statements. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. If your Account is a business account, you agree to have at least two individuals inspect your Account statements on a regular basis to look for improper or unauthorized transactions and to ensure that the Account is handled in a proper manner.

(b) Duty to Promptly Report Problems. Each periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing the time limits set forth in this paragraph after the statement describing or including paid items (or images thereof) are made available to you. Except as provided in our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy and Substitute Check Policy Disclosure as they relate to consumer accounts, we will not be liable for any item that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the date of the statement describing or including the altered or forged item(s) (or images thereof). Also, except as provided in our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy and Substitute Check Policy Disclosure as they relate to consumer accounts, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the date of the first statement describing or including the altered or forged items (or images thereof). Finally, except as provided in our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy and Substitute Check Policy Disclosure as they relate to consumer accounts, you must report any other Account problem within sixty (60) calendar days after the date of the statement describing or including the relevant items (or images thereof) or lose your right to assert the problem against us. For purposes of this limitation, an Account problem is intended to have its broadest possible meaning and includes, without limitation, suspected fraud, missing deposits, unauthorized electronic transfers, missing, stolen, or unauthorized items, items bearing an unauthorized signature, endorsement or alteration, illegible images, encoding errors made by you or us, counterfeit items and any other kind of error or discrepancy.

(c) Duty to Document and Cooperate. If you report an alteration, forgery or other Account problem to us, we may require you to confirm your report in writing. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and to provide any other information and proof as we may reasonably request. You must cooperate with us in the investigation and prosecution of your report and any attempt to recover funds, including filing reports and complaints with appropriate law enforcement authorities. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person(s) responsible and, if we re-credit your Account with respect to your report, to transfer your rights against such person(s) to us. If you fail or refuse to do these things, we will consider your failure or refusal to be your ratification of the alteration, forgery or other Account problem and your agreement that we can charge the full amount to your Account. The provisions of this paragraph will not apply to the extent they are inconsistent with our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy and Substitute Check Policy Disclosure as they relate to consumer accounts.

(d) Investigation and Provisional Credit. We may take a reasonable period of time to investigate the facts and circumstances surrounding any report. Except as provided in our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy and Substitute Check Policy Disclosure as they relate to consumer accounts, we do not have to provisionally credit your Account while we conduct that investigation.

(e) Statement Holds and Truncations. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within 30 calendar days. If we truncate your items, you understand that your original items will not be returned to you with your statement. You agree that our holding of your Account statements and/or truncation of items does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any Account problems. If you elect to receive your Account statements online, all disclosures in our online account statement agreement also apply to the Account.

**21. WHOLESALE WIRE AND ACH TRANSACTIONS.** With respect to wire transfers or other transfers of funds not governed by the Electronic Fund Transfer Act, you agree to enter into and comply with our wire transfer agreement (if applicable) and to comply with our security procedures and this section. 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. Article 4A of the Uniform Commercial Code governs wholesale wire transfers as well as any commercial ACH credit entry and any consumer ACH credit entry excluded from the Electronic Fund Transfer Act. The Electronic Fund Transfer Agreement and Disclosure provided to you (if applicable) reflects our policies relating to the electronic funds transfers governed by the Electronic Fund Transfer Act. We advise you that any receiving bank (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

(a) Provisional Payment. Credit given by us to you with respect to an ACH credit entry wholesale (wire) funds transfer 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, but we are not required to give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item, and we will not do so.

**22. NOTICES.** The following terms apply to notices relating to your Account.

(a) Notice of Amendments. You agree that we may amend the terms and conditions of the Agreement (including, without limitation, all rates, fees, and charges) from time to time. We ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but are not required to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your Account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your Account as provided in the Agreement. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders.

(b) Name and Address 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. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

**23. ACCOUNT CLOSURE.** We may close your Account at any time without notice to you. Further, for security reasons, we may require you to close your Account and to open a new account if (a) there is a change in authorized signers or a dispute among the Account Holders or authorized signers, (b) there has been a forgery or fraud reported or committed involving your Account, (c) any items or unused check stock relating to the Account are lost or stolen, (d) you have too many transfers from your Account, or (e) you violate any provision of the Agreement. In addition, we may consider your Account closed if it has a zero balance for ten (10) or more calendar days (thirty-three (33) or more calendar days if it is a savings account). If we close your Account, we may send you written notice that the Account is closed on the date we close the Account. You agree to notify us of your intention to close your Account, and we have the right to require you to give that notice in writing. After your Account is closed, we have no obligation to accept deposits or pay any outstanding items. You agree to hold us harmless for refusing to honor any item drawn on a closed Account. The closure of your Account (whether by you or by us) does not release you from any obligations you incurred before that closure, those you incur in the process of closing your Account or for your liability on outstanding items or other debit authorizations.

**24. GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with all applicable federal laws (including the Federal Arbitration Act) and all applicable substantive laws of the state in which we are located and you opened your Account (which may not be your state of residence). Accounts opened online shall be deemed to be opened in Colorado. In addition, we are subject to certain federal and state regulations and local clearinghouse rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

**25. IDENTIFICATION NOTICE (USA PATRIOT ACT).** 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. When you open an account, we will ask for your name, address, date of birth, social security/tax identification number and other information that will allow us to identify you. We may also ask you to see other identifying documents like a driver's license or documents to show your existence as a legal entity.

**26. YOUR WAIVER OF CERTAIN NOTICES.** You waive notice of non-payment, dishonor, or protest regarding any items credited to or charged against your Account. For example, if an item you deposit is dishonored and returned to us, we are not required to notify you of that dishonor.

**27. SHARING INFORMATION.** In addition to situations described elsewhere in the Agreement, we will disclose information about your Account and transfers and deposits you make when we are required to do so by statute or by court or governmental agency order, or when you give us your written direction to do so. Unless specifically prohibited by applicable law, we may, in our discretion, disclose information about your Account and transfers and deposits you make for the purpose of verifying or completing a transaction or to verify the existence and condition of your Account. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. Unless otherwise instructed by you, we may also provide certain other information about you or your Account to our subsidiaries or affiliates (persons related by common ownership or affiliated by corporate control) in relation to products or services they may offer.

**28. RESOLUTION OF DISPUTES.** As used in this Section, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to your Account or these Account Terms and Conditions, including the validity, enforceability or scope of this Section or the Account Terms and Conditions. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced. Solely for purposes of this Section, the terms "we," "us" and "our," in addition to the meaning set forth in this Agreement, also refer to the Financial Institution's associates, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. "We," "us" and "our" also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us. If you or we request, any Claim will be determined by arbitration. We agree not to request arbitration for any Claim you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in such a court.

(a) Arbitration. Since the Agreement touches and concerns interstate commerce, an arbitration under the Agreement will be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in the Agreement. The arbitration, including selection of an arbitrator and the scope of discovery, will be conducted in accordance with the then-current rules for arbitration of financial services disputes of the American Arbitration Association ("AAA"). You may write to AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org) to obtain rules and forms to initiate arbitration. The arbitrator(s) will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator(s) will follow the applicable substantive law, consistent with the United States Arbitration Act that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies permitted by applicable law.

Any controversy concerning whether an issue is arbitral will be determined by the arbitrator(s). The award of the arbitrator(s) will be in writing and include a statement of reasons for the award. The award will be final. Judgment upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgment upon the award will be entertained except as provided by Section 10 of the United States Arbitration Act or upon a finding of manifest injustice. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator(s), appeal the award to a three-arbitrator panel administered by the AAA. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. Any final decision of the appeal panel is subject to judicial review only as provided under the United States Arbitration Act.

(b) Individual Basis. If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated only on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on a basis involving Claims brought in a purported representative capacity on behalf of the general public, other account holders or other persons covered by the Agreement or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(c) **IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF AAA, AS APPLICABLE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING.**

(d) Our Payment of Certain Filing Fees. At your written request, we will pay all fees up to \$500 charged by the arbitration administrator for any Claim(s) you assert in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again.) If you are required to pay any fees in excess of \$500 to the arbitration administrator ("additional fees"), we will consider a request by you to pay all or part of the additional fees. To the extent that we do not approve your request, the arbitrator will decide whether you or we will be responsible for paying any such additional fees.

(e) Notice and Cure; Special Payment. Prior to initiating a Claim, you must give us a written notice describing the basis of your Claim and the amount you would accept in resolution of such Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Such a notice must be sent to us by certified mail, return receipt requested, at NBH Bank, Attention: General Counsel, 7800 E. Orchard Road, Suite 300, Greenwood Village, CO 80111. This is the sole and only method by which you can submit a notice. If (i) you submit a notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the matter then proceeds to arbitration and the arbitrator(s) subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$1,000 (not including any arbitration fees and attorneys' fees and costs to which you may also be entitled). We encourage you to address all Claims you have in a single notice and/or a single arbitration. Accordingly, this \$1,000 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$1,000 are not contemplated.

(f) Self-Help and Provisional Remedies. Our maintenance of an action for judicial relief or pursuit of a provisional and ancillary remedy shall not constitute a waiver of the right of any party, including us, to submit the Controversy to arbitration if any other party contests such action for judicial relief. No provision of this section shall limit the right of any party the Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtaining provisional or ancillary remedies from a court of competent jurisdiction before, after, or during dependency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of either party to resort to arbitration.

(g) Jurisdiction and Venue. Any arbitration regarding the Agreement or your Account must be brought in the state in which you opened your Account and we are located, and you submit to the personal jurisdiction of that state.

(h) Right to Reject Arbitration Provision. You may reject this arbitration provision and therefore not be subject to being required to resolve any claim, dispute or controversy by arbitration. To reject this arbitration provision, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of the effective date of this Agreement or the opening of your Account, whichever is later. Such notice must include a statement that you wish to reject the arbitration provision section of this Agreement along with your name, address, Account name, Account number and your signature and must be mailed to NBH Bank, Attention: General Counsel, 7800 E. Orchard Road, Suite 300, Greenwood Village, CO 80111. This is the sole and only method by which you can reject this arbitration provision. Rejection of this arbitration provision will not affect any other terms of this Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive with respect to whether you rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to you and us and to your Account unless you reject it by providing proper and timely notice as stated herein.

(i) Survival of Provision; Severability. These arbitration provisions shall survive closing of your Account by you or by us. If any portion of these provisions is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the AAA, it shall not invalidate the remaining portions of the arbitration provision or the Agreement. However, if the Individual Basis provisions are invalidated, then all arbitration provisions are deemed invalidated.

**29. LIMITATION ON TIME TO SUE.** Unless another time is provided in another provision of this Agreement, or required by applicable law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Agreement or under applicable law with respect to your account must be commenced within one year after the cause of action accrues.

### 30. COMMUNICATIONS ABOUT YOUR ACCOUNT

(a) Contacting you for Servicing and Collection. We may contact you by phone, text, email or mail to service your account or collect amounts you owe us. You will provide us accurate and current information. We can contact you at any address, phone number, or email address you provide.

When you give us a phone number, you expressly consent that we (and any party acting on our behalf) may contact you by phone call or text message at that number for informational purposes. This is true even if you gave the phone number for one type of an account (for instance, a mortgage) but we call you on that number for a different account (for instance, a deposit account). When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any phone number you give us, even if the receiving number is a mobile phone or other service for which the party called may be charged.

(b) Monitoring Communication. We can monitor, record, and retain your communication with us at any time without further notice to anyone, unless the laws governing your Account require further notice. Monitored and recorded communications include phone conversations, electronic messages and records, and other data transmissions.

(c) Communicating with Authorized Signers. We may provide you or an authorized signer with information about your Account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.

### 31. MISCELLANEOUS PROVISIONS.

(a) Right to Restrict or Freeze Your Account. If you or your Account becomes involved in any legal proceedings or dispute, your use of the Account may be restricted. If we do this, we may in our discretion either accept or return items and deposits we receive after we restrict your Account and may refuse to pay out any money from your Account until the proceeding or dispute is resolved, without being liable to you. We may also, without liability to you, close the Account and issue a check made payable to you and each joint owner or you and each claimant, as we deem necessary, or we may interplead the funds into court. In addition, if at any time we believe that your Account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the Account and in other accounts you maintain with us until such time as we are able to complete our investigation of the Account and transactions. If we do freeze your Account funds, we will provide notice to you as soon as reasonably possible. We may not provide this notice to you prior to freezing the Account if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account.

(b) Acceptance of Legal Process. You authorize us to accept and comply with (and not to challenge) any document we receive that purports to be legal process (such as a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order) regarding your Account, in each case without regard to the identity, location or jurisdiction of the court, agency or other person or entity issuing such document or the location at which, or manner in which, we received it. We will not be liable to you for any sums we may be required to pay because of such legal process, even if paying those sums from your Account leaves insufficient funds to pay an item you have written or authorized. If we incur any Costs in responding to legal process regarding your Account that is not otherwise reimbursed, we may charge such expenses to your Account without prior notice to you. Any garnishment or other levy against your Account is subject to our right of setoff and security interest.

(c) Monitoring of Telephone Calls. You understand that supervisory personnel may randomly monitor client service telephone conversations to ensure that you receive accurate, courteous, and fair treatment.

(d) Right to Require Bonds and other Protection. If you ask us to follow instruction that we believe might expose us to any Claims and/or Costs, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

(e) Disputes Involving Your Account. You agree to be liable to us, to the extent permitted by law, for any Costs that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such Costs from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any Costs may also be made against your estate, heirs and legal representatives, who shall be liable for any Claims made against and Costs incurred by us.

(f) Our Right to Waive Provisions of the Agreement. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or at any time thereafter, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of the Agreement.

(g) Severability. Except as provided in the arbitration provision with respect to the individual basis provision, if a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provisions cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

(h) Change of Law by Agreement. If any part of the Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that the Agreement governs and that the law is amended or waived by the Agreement.

(i) Waiver of Jury Trial. You, and we, hereby irrevocably and severally: (a) waive the right to a trial by jury in any action or proceeding brought by any person in connection with the Agreement; (b) have made this waiver knowingly, intentionally, and voluntarily; (c) acknowledge no reliance upon any oral or written statements made by any other person or by any person purporting to act on such person's behalf, either to induce this waiver of trial by jury or to modify or nullify its effect, other than those contained herein; (d) acknowledge reading and understanding the meaning and ramifications of this waiver provision; and (e) agree to take all such actions as may be required by applicable law to allow this waiver to be enforceable.

(j) Resolution of Differences in Disclosures. The terms of this document shall govern if there are differences between it and the document you originally received when you set up your Account. If there are differences between the other disclosures contained in the Agreement and the disclosures you received when you set up an Account, the disclosures in the Agreement shall govern.

## PERSONAL SERVICE FEE SCHEDULE

Effective: December 05, 2022

Activity Printout	\$3.00	Per request
Amortization Schedule	\$10.00	Per schedule
ATM Foreign Withdrawal Fee	\$2.50	Per withdrawal at any ATM that is not Bank owned
Check Images	\$5.00	Front and back per statement
	\$10.00	Images on CD ROM per statement
Collections	\$30.00	Outgoing - Per Item
	\$20.00	Incoming - Per item
Copies	\$0.25	Per page
Counter Checks	\$1.00	Per check
Early Closure Fee	\$25.00	If closed within first 90 days - Applies to Checking, Savings, and Money Market
Excessive Reject Fee	\$1.00	Per item
Expedited Debit Card Delivery Fee	\$45.00	Per occurrence
Special Handling Debit Card Fee	\$10.00	Per occurrence
Foreign Currency Draft	\$50.00	Each
Foreign Currency Exchange	\$12.00	Each
Garnishment/Levies	\$125.00	Each
Inactivity Fee	\$5.00	Per month after 6 months of no activity if client has no other account relationship
	\$25.00	Per month when no activity for 5 years
Night Drop Lock Bags	\$45.00	Per bag
Non-Client Check Cashing Fee	\$5.00	Per item
Non-US Dollar Checks	\$20.00	Plus exchange
Overdraft- Paid*	\$35.00	Per item paid
Returned Check Fee (NSF)*	\$35.00	Per returned item
Continuous Overdraft Fee	\$5.00	Per day beginning on the 5th business day of overdraft
Cashiers' Check	\$9.00	Per check
Paper Statement	\$3.00	Per Statement
People Pay (Common Sense Pay)	\$0.50	Up to \$0.50 per payment initiated through this service
Replacement ATM/Visa Debit Card	\$5.00	Each
Research	\$30.00	Per hour, one-hour minimum and \$2.00 per copy
Returned Deposited Item	\$9.00	Each
Re-Clear Returned Deposited Item	\$9.00	Per item
Safe Box Drilling	Actual cost	Per occurrence
Safe Box Key Replacement	\$30.00	Per key
Special Statement Cutoff	\$5.00	Per statement
Statement Reprinting Fee	\$3.00	Per statement - applies to reprint requests made via phone or banking center
Statement Reconciliation	\$30.00	Per hour, one-hour minimum
Stop Payment	\$40.00	Per item
Telephone Transfer	\$2.00	Per transfer
Transfers	\$10.00	Deficit Transfer (Overdraft Protection and Balance Maintenance Transfer)
	\$10.00	Ready Cash Reserve Transfer
Verification of Deposit	\$15.00	Each
Wire Transfers	\$35.00	Domestic - Outgoing per wire
	\$50.00	International - Outgoing per wire
	\$15.00	Incoming per wire

\*Fees imposed for overdrafts created by checks, in -person withdrawals, ATM withdrawals or electronic means, as applicable.

*All fees are subject to Gross Receipts Tax in New Mexico. These taxes will be added to the stated fee.*

## SAFE BOX RENTAL FEE SCHEDULE

Effective: December 05, 2022

Small	1.5 x 5 - 5 x 5	\$30.00
Medium	2.5 x 10 - 8 x 10	\$45.00
Large	9 x 10 - 10 x 16, 4 x 5, 6 x 16	\$85.00
X-Large	12 x 16 & Up	\$100.00

*All fees are subject to Gross Receipts Tax in New Mexico. These taxes will be added to the stated fee.*

# ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURES

Effective: December 05, 2022

This Electronic Fund Transfer Agreement and Disclosure (the "Agreement and Disclosure") is made in compliance with Federal and State laws regulating electronic fund transfer ("EFT") services. Electronic fund transfers are electronically initiated transfers of money involving a deposit account at NBH Bank, including its Bank Midwest, Community Banks of Colorado, Hillcrest Bank and Bank of Jackson Hole divisions (the "Financial Institution"). In this Agreement and Disclosure, the words "you" and "your" mean you, our consumer client, or anyone acting on your behalf using a service covered in this Agreement and Disclosure. The words "we," "us" and "our" means the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers.

## ELECTRONIC FUND TRANSFERS INITIATED BY THIRD PARTIES

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

### Types of Transfers

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

## ATM CARD

You may use the automated teller machine ("ATM") card we issue to you and the personal identification number ("PIN") we provide you to initiate transactions at our ATMs, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. At present, you may use your ATM card to (some of these services may not be available at all ATMs):

### Types of Transfers

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Withdraw funds from a money market deposit account.

### Limitations on Frequency and Amount

- You may withdraw up to a maximum of \$500.00 per day.

### Fees and Charges for ATM Transactions

- There is no charge for ATM withdrawals at machines owned by us.
- There is a \$2.50 charge for each ATM withdrawal at machines we do not own.

## VISA® DEBIT CARD

You may use the VISA® Debit Card we issue to you and the PIN we provide you to initiate transactions at our ATMs, ATMs within the networks identified on your VISA® Debit Card and such other facilities as we may designate from time to time. At present, you may use your VISA® Debit Card to:

### Types of Transfers

- Deposit funds to your checking account.
- Withdraw cash from your checking or savings account.
- Deposit funds to your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Make loan payments from your deposit accounts.
- Withdraw funds from your money market deposit account.
- Make third party transfers from your checking account through POS (point-of-sale) terminals.
- Make purchases from your checking or Money Market account at merchants who accept VISA® cards.

### Limitations on Frequency and Amount

- You may withdraw up to \$500 from an ATM and make purchases up to \$3,000 in goods and services each day with your VISA® Debit Card.

### Fees and Charges for VISA® Debit Card transactions

- There is no charge for ATM withdrawals at ATMs owned by us.
- There is no charge for VISA® Debit Card purchases.
- There is a \$2.50 charge for each ATM withdrawal at machines we do not own.

## VISA International Service Assessment

VISA® charges a fee for any international transaction completed with the use of a VISA® branded card. These fees are passed directly to you by their inclusion in the transaction amount deducted from your account. The amount of the fee is determined by whether or not there is a currency conversion. The fee is .8% for transactions involving only a single currency or 1% for transactions involving multiple currencies. For example: for a transaction conducted in Mexico, the fee would be .8% of the transaction amount if the entire transaction was conducted in U.S. dollars, but the fee would be 1% of the transaction amount if the transaction was converted into Pesos. VISA® defines an international transaction as a transaction where the financial institution that issued the card is in a different country from the merchant that is accepting the card. This means that an Internet transaction could qualify as an international transaction.

#### FOREIGN AUTOMATED TELLER USAGE SURCHARGE FEE DISCLOSURE

If you use your VISA® Debit Card or other Bank-issued access device at an ATM not owned by us ("foreign ATM"), the operator of the foreign ATM and any national, regional, or local network utilized to effect the transaction may charge you a fee (and you may be charged a surcharge fee for a balance inquiry even if you do not complete a fund transfer).

#### COMPUTER ONLINE BANKING TRANSFERS / MOBILE BANKING TRANSFERS

You may access your account(s) by logging onto our website or through the browser on your mobile phone to:

##### Types of Transfers

- Transfer funds from checking to checking, savings, or loan account(s)
- Transfer funds from savings to checking, savings, or loan account(s)
- Transfer funds from line of credit to checking, savings, or loan account(s)
- Transfer funds externally to a person using either their mobile phone number or email address through our peer-to-peer payment partner Zelle (limits start at \$500.00 per day and can vary depending on your relationship with us.)
- Transfer funds externally to an account you have at other financial institution using the account and routing number (limits start at \$5,000 per day and can vary depending on your individual relationship with us).

#### LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us, AT ONCE, if you believe your ATM, VISA® Debit Card or PIN has been lost or stolen, or if you believe an EFT has been made without your permission using information from your check. Notifying us by telephone is the best way of keeping your possible losses down. You could lose all of the money in your account (plus any funds available through overdraft protection). If you tell us within two (2) business days (four (4) business days if your account was opened in Kansas) after you learn of the loss or theft of your card or PIN, you can lose a maximum of \$50.00 if someone uses your card and/or code without your permission.

If you do NOT tell us within two (2) business days (four (4) business days if your account was opened in Kansas) after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00 (\$300.00 if your account was opened in Kansas). VISA® rules limit your liability if you report a lost or stolen VISA® Debit Card.

For our Colorado clients, if your VISA® Debit Card, ATM Card, or PIN is lost or stolen, you shall have no liability if the unauthorized use of your VISA® Debit Card, ATM Card, or PIN occurs at a communications facility through no fault of yours. If we can establish the unauthorized transfer occurred as a result of your fault, you can lose the lesser of \$50 or the amount of money, goods or services obtained by the authorized use of your VISA® Debit Card, ATM Card, or PIN at a communications facility.

Also, if your statement shows any transfer you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove we could have stopped someone from making the unauthorized transfers if you had told us in time. If you believe, 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 or write to us at the telephone number or address set forth below in the Agreement and Disclosure. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**VISA® Zero Liability Policy.** Notwithstanding the forgoing, pursuant to the VISA® Zero Liability Policy, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. In addition, your VISA® Debit Card also allows you to conduct transactions on the PLUS debit network, which generally requires you to enter your PIN. This additional limit on liability also applies to ATM transactions and transactions using your PIN processed through the PLUS network. Limit on liability does not apply to commercial cards. Some merchants are authorized to accept non-VISA® debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a VISA® transaction. Provisions of your cardholder agreement specifically relating to VISA® transactions are inapplicable to non-VISA® debit transactions. VISA® is a registered trademark of VISA® International Service Association.

**Contact in the Event of an Unauthorized Transfer.** If you believe your card has been lost or stolen, call us at the Telebank 24 number listed in this Agreement and Disclosure or write us at 1111 Main, Kansas City, MO 64105. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**Business Days.** For purposes of this Agreement and Disclosure, our business days are Monday through Friday excluding Federal Holidays.

**Stop Payment Rights.** If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of pre-authorized transfer from your account. You must notify us by calling the Telebank 24 number listed in this Agreement and Disclosure or write us at 1111 Main, Kansas City, MO 64105 in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. If you call, we may also require you to put your request in writing and provide it to us within fourteen (14) days after you call. We will charge \$40.00 for each stop-payment order.

**Notice of Varying Amounts.** If these regular payments vary in amount, the person you are going to pay is required to 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 you set.

**Liability for Failure to Stop Payment of Pre-Authorized 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 that are proximately caused by our failure to do so. In order to request us to stop payment on a transfer, you must give us your account number, the date, the amount of the transfer and the name of the payee. You must be precise in the information you give us and you agree that we will not be liable for failing to stop payment on an item if the information you give us is incorrect or incomplete.

**Other Provisions.** There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy and Substitute Check Policy Disclosure to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

#### 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 transfer would go over the credit limit on your overdraftline.
- 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 problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions we have taken.
- If the money in your account is subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If there are other exceptions and limitations on liability stated elsewhere in our agreements with you.

## RIGHT TO DOCUMENTATION

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or a point-of-sale terminal. You should retain the receipt for your account reconciliation. Under Federal law, you may not always get a receipt for transfers for \$15 or less.

**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 quarterly.

**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 the Telebank 24 number listed in this Agreement and Disclosure to find out whether or not the deposit has been made.

## IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, telephone us at the Telebank 24 number listed in this Agreement and Disclosure and press 0 to speak to Client Services. Monday through Friday, 8:00 AM to 7:00 PM Central Time and Saturday, 9:00 AM to 2:00 PM Central Time, or write us at 1111 Main, Kansas City, MO 64105 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 you 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 you to send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within the first 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 may 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.

For errors involving new accounts, point-of-sale, or foreign-initiated 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. For point-of-sale transactions using your VISA® Debit Card, VISA® Operating Rules require us to re-credit your account within five (5) business days if we have not been able to complete our investigation.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

If we credit your account for the amount in question, we reserve the right to reverse the credit should we determine, after completion of our investigation, no error occurred. Furthermore, should we determine no error has occurred, you will be notified of the date and the amount of any debit we make to reverse the provisional credit. We will honor checks, drafts or similar paper instruments payable to third parties and preauthorized transfers from your account for five (5) business days after transmittal of such reversal notice. If we determine an error did occur, you will be notified the provisional credit has been made final.

**Account Information Disclosure.** We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission; or
- As required by law.

**Personal Identification Number (PIN).** The ATM PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN available to anyone not authorized to 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 received by us at the address specified in this Agreement and Disclosure. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Termination of ATM or VISA® Debit Card Services.** You agree that we may terminate this Agreement and Disclosure and your use of the ATM Card or VISA® Debit Card services, if:

- You or any authorized user of your ATM PIN breach this or any other agreement with us;
- We have reason to believe there has been an unauthorized use of your ATM PIN; or
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement and Disclosure.

You or any other party to your account can terminate this Agreement and Disclosure by notifying us in writing, in which case the termination of service will be effective the first business day following receipt of your written notice.

Termination of this Agreement and Disclosure will not affect the rights and responsibilities of the parties under this Agreement and Disclosure for transactions initiated before termination.

## TELEBANK 24

You may use Telebank 24, a 24-hour automated account information service, to:

- Obtain current account balances.
- Verify last deposit(s).
- Determine what checks have cleared your account.
- See what interest has been paid to your account.
- Transfer funds between accounts (cut-off time for same business day transfer is 9:00 p.m. MT/10:00 p.m. CT).
- Make loan payments from checking or savings.
- Leave a message for the bank.
- Apply for a loan.

To speak to a client services associate, call Telebank 24, then press 0, Monday through Friday, 7:00 AM to 8:00 PM Central Time and Saturday, 8:00 AM to 4 PM Central Time.

Telebank 24 phone numbers are listed below for the NBH Bank divisions. Each division's web address is also listed which can be utilized to gain information about banking products, services, and banking center locations.

Bank Midwest  
800.867.2265  
www.bankmw.com

Community Banks of Colorado  
877.877.0395  
www.cobnks.com

Hillcrest Bank  
855.629.7618  
www.hillcrestbank.com

Bank of Jackson Hole  
877.877.0397  
www.bojh.com

Bank Midwest, Community Banks of Colorado, Hillcrest Bank and Bank of Jackson Hole are divisions of NBH Bank. Divisions of NBH Bank are not separately FDIC-insured banks. The FDIC coverage extended to deposit customers of the various divisions of NBH Bank is that of one insured bank.

# FUNDS AVAILABILITY POLICY AND SUBSTITUTE CHECK POLICY DISCLOSURE

Effective: December 05, 2022

This disclosure outlines NBH Bank's Funds Availability Policy with regard to items deposited to transactional accounts (i.e. checking accounts). "You" and "your" refers to the depositor, and "we" and "our" refers to NBH Bank and its Bank Midwest, Community Banks of Colorado, Hillcrest Bank and Bank of Jackson Hole divisions.

**Your Ability to Withdraw Funds at the Bank.** Our general policy is to make funds from your cash and check deposits available to you on the first business day after the date of your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. Once funds are available, you may withdraw the funds in cash, and we will use the funds to pay checks you have written. Please remember, even after funds from your deposit have been made available to you and you have withdrawn them, you are responsible for problems with the deposit, such as checks deposited being returned unpaid. In determining the availability of your deposits, every day is a business day, except Saturday, Sunday and Federal holidays. We have different deposit cut-off hours for different locations. Generally, our cut-off hour is 6:00 PM Central Time. If you make a deposit before our cut-off hour on a business day we are open, we will consider that day to be the date of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider the deposit was made on the next business day we are open.

**Reservation of Right to Hold.** In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the date of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the date of your deposit. However, the first \$225 of your deposits will be available on the first business day after the date 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. In addition, we will tell you when the funds will be available. If your deposit is not made directly to one of our associates, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the business day after the date of your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,525 on any one business day;
- You redeposit a check which has previously been returned unpaid;
- You have overdrawn your account repeatedly in the last six months;
- We believe a check you deposit will not be paid; or
- There is an emergency condition, such as failure of communications or computer equipment.

If the Bank chooses to delay the availability of your deposit based on any of the above, you will be notified of the reason. In addition, we will disclose the number of days the funds will be held, which is generally no later than the seventh business day after the date of your deposit.

**Holds On Other Funds.** If we cash a check for you drawn on another financial institution, we may withhold the availability of a corresponding amount of funds 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 a check for deposit drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but may delay your availability to withdraw a corresponding amount of funds 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 described elsewhere in this disclosure for the type of check you deposited.

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and Federal, State and local government checks will be available on the first business day after the date of your deposit provided certain conditions are met. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the fifth business day after the date 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 associates, the first \$5,525 will not be available until the second business day after the date of your deposit. Funds from all other check deposits will be available on the fifth business day after the date of your deposit.

This Funds Availability Policy only applies to transaction accounts. Deposits made to non-transaction accounts are subject to holds at our discretion.

## SUBSTITUTE CHECK POLICY DISCLOSURE - Substitute Checks and Your Rights

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

Some or all of the checks 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 allowing you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or 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 withdrawn from your account and fees 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 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 the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe you have suffered a loss relating to a substitute check you received and was posted to your account, please contact us by writing us at 1111 Main, Kansas City, MO 64105, or dialing our Telebank 24 number listed below. You must contact us within 40 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing 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 or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

Telebank 24 phone numbers are listed below for the NBH Bank divisions. Each division's web address is also listed which can be utilized to gain information about banking products, services, and banking center locations.

Bank Midwest  
800.867.2265  
www.bankmw.com

Community Banks of Colorado  
877.877.0395  
www.cobnks.com

Hillcrest Bank  
855.629.7618  
www.hillcrestbank.com

Bank of Jackson Hole  
877.877.0397  
www.bojh.com



# PRIVACY NOTICE.

Effective December 1, 2022

Please refer to the bottom of this form to opt-out

## FACTS

### WHAT DOES NATIONAL BANK HOLDINGS CORPORATION ("NBH") DO WITH YOUR PERSONAL INFORMATION?

#### WHY?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### WHAT?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Payment history
- Income
- Credit history
- Account balances
- Credit scores

#### HOW?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons NBH chooses to share; and whether you can limit this sharing.

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

## TO LIMIT OUR SHARING

- Mail in the form below

**Please note:** If you are a new customer, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

## QUESTIONS?

• Contact **866.217.6361**, email **privacy@nbhbank.com**, or visit **www.nbhbank.com**

### Who We Are

#### Who is providing this notice?

• The financial companies within the National Bank Holdings Corporation (NBH) family of banks, including Bank of Jackson Hole Trust and NBH Bank, which operates under the following division names: Bank Midwest, Community Banks of Colorado, Hillcrest Bank, Bank of Jackson Hole, NBH Capital Finance, Bank Midwest Mortgage, Community Banks Mortgage, Hillcrest Bank Mortgage and Bank of Jackson Hole Mortgage.

### What We Do

#### How does NBH protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

#### How does NBH collect my personal information?

We collect your personal information, for example, when you

- Open an account
- Deposit money
- Pay your bills
- Apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

#### Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

### What We Do

#### What happens when I limit sharing for an account I hold jointly with someone else?

Your choices apply to everyone on your account.

### Definitions

#### Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates currently include NBH Bank and Bank of Jackson Hole Trust.

#### Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *NBH does not share with nonaffiliates so they can market to you.*

#### Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include financial service companies.*

## Other Important Information

**Special Notice For State Residents:** You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

**California Residents:** In accordance with California law, we will not share information we collect about California residents with nonaffiliates except as permitted by law, such as with the consent of the customer or to service the customer's accounts. We will also limit the sharing of information about you with our affiliates to the extent required by applicable California law.

**Vermont Residents:** In accordance with Vermont law, we will not share information we collect about Vermont residents with nonaffiliates except as permitted by law, such as with the consent of the customer or to service the customer's accounts. We will not share creditworthiness information about Vermont residents among NBH affiliates except with the authorization or consent of the Vermont resident.



## Mail-in Form

### Mail to:

NBH Privacy  
P.O. Box 26396  
Kansas City, MO 64196

### Mark any/all you want to limit:

- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ☐ Do not allow your affiliates to use my personal information to market to me.

Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, \_\_\_\_\_

ZIP \_\_\_\_\_

Account # \_\_\_\_\_



Member FDIC

NBH-DISC-PRIVACY-GENERAL