

# UNDERSTANDING YOUR DEPOSIT ACCOUNT

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

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

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

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

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

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

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

any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorser to verify or guarantee their endorsements, or endorse in our presence.

#### **REAL TIME PAYMENTS -**

**RTP Rules and Definitions** - Real-Time Payment ("RTP") transactions are governed by the RTP System Operating Rules ("RTP Rules"). The terms "RTP Payment," "RTP System," "sender," "receiver," "sending participant," and "receiving participant" are used in this Agreement as defined in the RTP Rules. A "participant" is the sender or receiver's depository institution that sends or receives the RTP Payment on behalf of its depository customer.

**Definition of "Item"** - The definition of "Item" in the Agreement is amended to add an RTP Payment to the list of types of Items provided under that definition.

**Governing Laws and Rules** - If you are a natural person and your account was established primarily for personal, family or household purposes, your RTP Payment transactions are "electronic fund transfers" subject to the federal Electronic Fund Transfer Act and the provisions of the Agreement governing such transactions. Our Electronic Fund Transfer Act Disclosures are included in the Agreement. In all other cases, your RTP Payment transactions are funds transfers subject to Article 4A of the New York Uniform Commercial Code and the provisions of the Agreement governing such transactions.

**Eligible Accounts/Transactions** - All demand deposit accounts (i.e., checking accounts) are eligible to receive RTP Payments. For clarity, your account is able only to receive RTP Payments. You are not permitted to send RTP Payments. Should Bank offer the ability to send RTP Payments in the future, that service will be subject to a separate set of terms and conditions that you must agree to.

**Receiving Real-Time Payments** - Except as otherwise set forth below in this paragraph, funds transferred to you through the RTP System at any time 24 hours per day, 7 days per week, including weekends and state and federal holidays, will be credited to your account immediately upon our acceptance and posting of the RTP Payment and will be available for withdrawal immediately thereafter. RTP Payments are typically completed within a few seconds of transmission of the RTP Payment by the sender, unless the RTP Payment fails, is rejected or is delayed due to a review by us or the sending participant (the sender's depository institution), for suspected fraud, regulatory, or compliance reasons. Transaction limits imposed by the RTP System or sending participant may also prevent RTP Payments from being sent to your account. An RTP Payment also may fail, be rejected or returned for the following reasons, including without limitation: (i) there are insufficient funds available in the sender's account when the sender submits the payment request; (ii) the sending participant or we suspect or determine that the payment does not comply with the RTP Rules; (iii) you instruct us to return the payment after it was received; (iv) the payment exceeds the sender's limits, (v) your account is closed, invalid, restricted or ineligible to receive such payments, or is being monitored for suspected fraudulent or other illegal activity; (vi) the sender's account at the sending participant is being monitored for suspected fraudulent or other illegal activity, or (vii) the RTP System is unavailable. We will not communicate to you that any RTP Payment has failed (if it fails).

**Eligible Payments** - The RTP System may be used, and you agree to use the RTP System, only for payments between a sender and receiver whose accounts are located in the United States. Even if you are otherwise permitted under the Agreement to receive payments to your account on behalf of another (such as in the case of a fiduciary account or an account for the benefit of a minor), you may not, and agree not to, receive RTP Payments to your account on behalf of any person or entity that is not residing or otherwise domiciled in the United States. We are under no obligation to accept, in whole or in part, any RTP Payment or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and the Financial Crimes Enforcement Network ("FinCen").

**Return of Payment** - If you wish to return a payment sent to you through the RTP System, you must contact us at 866-236-8744 and provide us with sufficient information to identify the RTP transaction you wish to return. We will attempt to honor your request, but we will have no liability for our failure to do so. You authorize us to debit such amounts from your account in order to complete any such return.

**Request for Return of Payment** - RTP Payments cannot be cancelled or amended by the sender. A sender may request a return of funds sent to you through the RTP System. If we receive a message from the sending participant (the sender's depository institution) requesting return of an RTP credit to your account, we will attempt to contact you about that request. You must comply with our reasonable requests for information regarding any such request by the sender for return of an RTP Payment, including whether the payment was unauthorized or erroneous, within two (2) business days of each such request for information by us. You may, but are not obligated under the RTP Rules to, comply with any such request for return of funds by agreeing to return all or part of the funds requested. If any such funds are returned, we may return them by any payment method permitted under the RTP Rules, as we choose in our sole discretion. You authorize us to debit such amounts from your account to complete any such return.

#### **WITHDRAWALS -**

**Important terms for accounts where more than one person can withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has

authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

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

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Determining your account balance** - We use the "ledger/actual balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your actual balance may not be the same as your account's "available" balance. This means that certain transactions may be denied regardless of your account's actual balance.

Your account's actual balance only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, as well as any "holds" placed on deposits that have not yet cleared, and subtracts them from the actual balance. Any funds available from pending deposits are added to the available balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under

certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. See Fee Schedule for details.

**Nonsufficient funds (NSF) fees** - "You agree that we may charge you an NSF fee each time an item or transaction is presented for payment if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the item or transaction is presented. When we charge an NSF fee, the charge reduces the available balance in your account and may put your account into (or further into) overdraft. We do not charge another NSF fee for an item or transaction that is the exact same dollar amount and has the same serial number (check number) or same payee (for an ACH) as another item or transaction for which we assessed an NSF fee within the previous 60 days."

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**PAYMENT ORDER OF ITEMS AND PROCESSING TRANSACTIONS** - The law permits us to pay items drawn on your account in any order (for purposes of this section "items" means checks, ATM, Point of Sale (POS), and all other transactions). To assist you in handling your account with us, we are providing you with the following information regarding how we process those items.

We use automated systems to process transactions and to post transactions to accounts. When we process multiple transactions for your account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, debit, authorize, accept, pay, decline, or return

credits and pending transactions in any order. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. However, if the largest items are paid first, your most important items might be paid but it may increase the overdraft or NSF fees if funds are not available to pay all of the items. We think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items.

After the end of the business day, our automated systems assign each transaction received for that day into a group. We generally post all transactions within a group, using the posting order or orders that apply to that group, before we post any transactions assigned to the next group. Unless modified, the following common transactions received during the business day generally proceeds in the following sequence:

- First, we make any previous day adjustments and add deposits to your account.
- Then, we subtract withdrawals made at our teller windows and checks you wrote that are cashed at our tellers in check number order, starting with the lowest number.
- Then, we subtract ATM withdrawals, debit card and Zelle transactions in chronological order by using the date and time the transaction was authorized or shown as pending.
- Then, your checks are posted in check number order, starting with the lowest number.
- Then, we subtract from your balance other types of electronic debits (such as ACH transactions) in order from lowest to highest dollar amount.
- Then, we subtract any fees incurred that day.

There are other types of transactions we receive and process other than those listed above.

There are some instances where we do not receive the time of the transaction; therefore, those transactions cannot post in chronological order.

You agree that we may determine in our discretion the groups, the transactions within a group, the order among groups, and the posting orders within a group. We sometimes add or delete groups, change posting orders within groups and move transaction types among groups. You agree that we may in our discretion make these changes at any time without notice to you.

We receive credits, debits, and pending transactions throughout the day. Regardless of when we receive transactions for your account, you agree that we may treat them as if we received all transactions at the same time at the end of the business day.

You should note that often we do not receive or process debits on the same day that you conduct them. As an example, when you use your debit card to pay for a purchase at a merchant and sign for the transaction, we may receive an authorization request from the merchant the same day, but the item may not be received by us for processing and posting until several days later. During the day, we may show some transactions as pending. Please note that transactions shown as pending have not been processed or posted. The posting order for these transactions is determined at the end of the day on which they are received by us, with the other transactions we receive for that day.

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

If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. Because our automated systems do not process transactions at the moment or in the order that you conduct them, a transaction may be authorized at a time when sufficient funds are available to cover it, but be subject to an NSF or overdraft when the item is presented to us for payment due to intervening items that reduce your account balance. If there are insufficient funds in your account to pay the item when it is processed, you will be charged the fee even if your account had sufficient funds to cover the transaction when it was authorized. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

#### OVERDRAFT ACCESS POLICY

It is the policy of Central Bancompany (hereafter known as Bank) to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards. Your Understanding Your Deposit Account disclosure describes the duties, obligations and rights of the Depositor, the Authorized Signatories and the Bank with regard to your deposit accounts. Your Understanding Your Deposit Account disclosure is incorporated herein for all purposes as if it were set forth verbatim, and its terms shall control any possible conflict, if any, between any provision of the Overdraft Access Policy and that of the Understanding Your Deposit Account disclosure.

The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient collected (available) funds. Any discretionary service payment by the Bank of any non-sufficient fund check, in-person withdrawal, ATM withdrawal, debit card, pre-authorized debits, or other electronic transactions does not obligate the bank to pay any additional non-sufficient fund check, in-person withdrawal, ATM withdrawal, debit card, pre-authorized debits or other electronic transactions or to provide prior written notice of its decision to refuse to pay any additional non-sufficient fund check, in-person withdrawal, ATM withdrawal, debit card, pre-authorized debits or other electronic transactions.

Pursuant to the Bank's commitment to always provide better customer service, if you maintain an account that has been open for a minimum of thirty days or one statement cycle, the Bank typically pays up to your monthly Overdraft Access limit, whether the overdrafts result from checks, in-person withdrawal, ATM withdrawal, debit card, pre-authorized debit or other electronic transactions, but the Bank reserves the right not to advance funds for your overdrafts. In deciding whether or



not to approve your overdrafts, the Bank may consider a number of factors, including, but not limited to, whether or not your account is in good standing, how long your account has been open, your average deposit balances held with the Bank, and/or whether or not you or your account is subject to any legal or administrative order or levy. Then the Bank will consider, as a discretionary courtesy and not a right or obligation, approving your reasonable overdrafts. Overdraft Access is neither an overdraft line of credit nor an overdraft protection agreement.

The Overdraft Access amount can fluctuate monthly. Your Overdraft Access amount for the next month will appear on your deposit account statement for the preceding month. Any and all bank fees and charges, including without limitation the non-sufficient fund/overdraft fees, will be added to your Overdraft Access balance, regardless of whether such charges and fees result in a balance exceeding your Overdraft Access limit.

The total Overdraft Access (negative) balance, including any and all bank fees and charges, is due and payable upon demand, and the Depositor and each Authorized Signatory will continue to be liable for such amounts, as described in the Understanding Your Deposit Account disclosure.

Again, approval of reasonable overdrafts through Overdraft Access on accounts in good standing (as described above) is only a courtesy, and not a right or obligation. The listing of an Overdraft Access amount on your account is the maximum amount that will be paid in any event, but decisions on payments of overdraft may be made by Bank on a case-by-case basis and Bank reserves the right to advance less than the Overdraft Access amount. It is within the Bank's sole and absolute discretion to cease this service at any time without prior written notice, reason or cause.

If you present a check, in-person withdrawal, ATM withdrawal, debit card, pre-authorized debits or other electronic transactions for payment and we create an overdraft, pursuant to provisions in the Understanding Your Deposit Account disclosure, you agree to pay us the amount of any overdraft and applicable fees as published, immediately, without notice or demand from us, unless you otherwise specify you wish all NSF's returned. Each account holder is jointly and severally responsible under the terms outlined in Understanding Your Deposit Account disclosure for paying any overdraft amounts. All Overdraft/NSF fees are listed in the separate fee schedule.

We will not authorize and pay overdrafts on your ATM and everyday debit card transactions unless you "opt-in" to payment of these items.

If the account holder would prefer that the institution not honor any items when there are not sufficient funds in the account, the account holder may opt out of this discretionary service by contacting the bank and expressing this preference. The account holder is fully aware that without this discretionary service or some other form of overdraft protection, such as an account transfer or line of credit (which is offered to qualified accounts), any items presented that overdraw the account may be returned unpaid with the applicable non-sufficient fund fee charged to the account for each item.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

**Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Spouses As A Tenancy By The Entirety** - is an account in the name of two persons who are spouses as tenants by the entirety and is permitted in states that recognize tenancy by the entirety as a form of property ownership.

**Pay-On-Death Account (not subject to the Nonprobate Transfers Law of Missouri)** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Registration in Beneficiary Form** - LDPS means a class of unnamed persons who are the lineal descendants per stirpes of a beneficiary and who are to take upon surviving, in place of and with the same priority as the named individual for whom they are indicated as substitutes.

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

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff

time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

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

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

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

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

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

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) or alterations on checks and other items** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

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

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

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

**Your opportunity to discuss fees:** If you believe any fee's are improper or need more help in understanding any fees you have incurred, please contact us.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

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

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

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

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

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**RESTRICTIVE LEGENDS OR ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not

valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

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

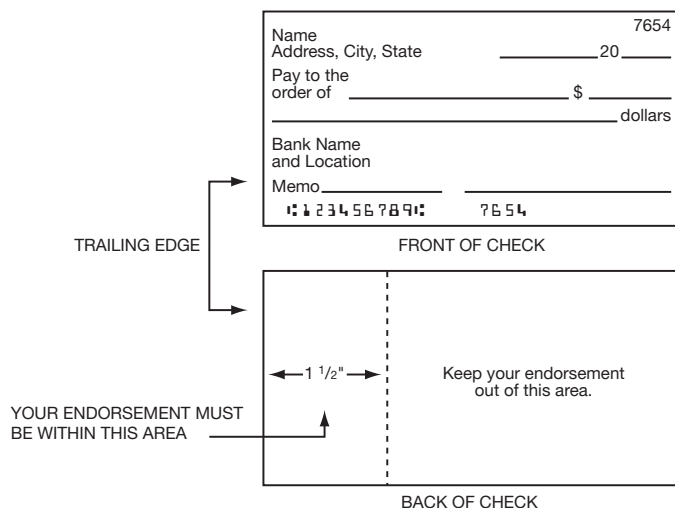
**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

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

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



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

These endorsement guidelines apply to both personal and business checks.

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

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including

the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

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

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

**ACCOUNT SECURITY** -

**Your duty to protect account information and methods of access** - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

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

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

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CANSPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC). In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

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

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

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

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

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

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

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

**INTERNATIONAL ACH TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also



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

**SAMPLE SIGNATURE** - To determine the authenticity of your signature, we may refer to the signature card or to a check or other document upon which your signature appears. We may use an automated process to reproduce and retain your signature from a check upon which your signature appears. If you create your own checks, or obtain them from someone else, and we cannot accurately verify your signature on a check by comparing it with a check that posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature. You agree that we will not be liable for signature verification on items when your account is opened using an electronic process in which a signature sample is not able to be provided. You agree that it is your responsibility to contact the bank to determine the best way to provide a signature sample to better protect your account(s) from fraud and authenticate items drawn on your account.

#### **ARBITRATION PROVISION**

This Arbitration Provision describes when and how a "Claim" (as defined below) between you and us may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. You acknowledge and agree that for any claims or disputes you assert against Zelle and Early Warning Services, LLC, Zelle and Early Warning Services, LLC are entitled to enforce this provision against you.

(a) **Your Right to Reject:** If you don't want this Arbitration Provision to apply, you may reject it by mailing us a written rejection notice which gives your name and the date of this agreement, and contains a statement that you (both of you, if more than one) reject the Arbitration Provision of this agreement. The rejection notice must be sent to us at 238 Madison Street, Jefferson City, Missouri 65101 Attention: Legal Department. A rejection notice is only effective if it is signed by you (all of you, if more than one) and if we receive it within fifteen (15) days after the date of this agreement. If you don't reject this Arbitration Provision, it will be effective as of the date of this agreement. Your rejection of this Arbitration Provision will not affect any other provision of this agreement.

(b) **"Claim"** means any claim, dispute or controversy between you and us that in any way arises from or relates to this agreement, including disputes arising from actions or omissions prior to the date of this agreement. "Claim" has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). It also includes disputes about the validity, enforceability, arbitrability or scope of this Arbitration Provision or this agreement.

(c) **Excluded Claims:** Notwithstanding any language in this Arbitration Provision to the contrary, the term "Claim" does not include any dispute about the validity, effect or enforceability of the prohibitions against class proceedings or multiple-party proceedings described in Subsection (g) below (the "Class Action Waiver"); any such dispute shall be resolved by a court and not by an arbitrator or arbitration administrator. In addition, the following claims or proceedings will not be subject to this Arbitration Provision: (1) any individual action brought by you or us in small claims court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights or the right to restrain funds in a deposit account, including set-off; (3) the right or obligation to interplead funds in the event of a dispute; (4) the obligation to comply with legal process; (5) the right to obtain provisional remedies such as injunctive relief, seizure, attachment or garnishment; (6) recoupment, repossession, trustee's sales and the like; or (7) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Provision.

(d) **Starting an Arbitration:** Either you or we may require any Claim to be arbitrated. Arbitration is started by giving written notice to the other party of the intent to arbitrate. This written notice shall also be given to the "Administrator" (as defined below) per the Administrator's rules and procedures. The filing of a lawsuit does not negate the right to demand arbitration over the Claim and may address any Claims brought in the lawsuit. Arbitration of a Claim must comply with this Arbitration Provision and, to the extent not inconsistent or in conflict with this Arbitration Provision, the applicable rules of the arbitration Administrator.

(e) **Choosing the Administrator:** "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, or any other company selected by mutual agreement of the parties. If the AAA cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. Within twenty (20) days of either party providing written notice of the intent to arbitrate, you may either select the AAA as Administrator or propose another company for our consideration. If you do not select the Administrator on time, then the AAA will serve as the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver. A single arbitrator will be selected in accordance with the Administrator's rules and procedures.

(f) IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ALSO, YOUR ABILITY TO OBTAIN INFORMATION FROM US IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

(g) IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (3) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION OR MULTIPLE-PARTY ARBITRATION.

(h) **Location and Costs of Arbitration:** Any arbitration hearing that you attend must take place at a location reasonably convenient to you. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. If you assert a non-frivolous claim in arbitration, we will reimburse you for the fees charged to you by the Administrator and/or arbitrator. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses, but the arbitrator may direct us to reimburse you for the expense of your attorneys, experts and witnesses if you prevail and as the arbitrator deems appropriate.

(i) **Governing Law:** This Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"), and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply if the action were pending in court. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

(j) **Right to Discovery:** In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

(k) **Arbitration Result and Right of Appeal:** Judgment upon the award given by the arbitrator may be entered by any court having jurisdiction. The arbitrator's decision is final and binding, except for any right of appeal provided by the FAA. 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 appeal the award to a three-arbitrator panel administered by the Administrator, which panel shall reconsider 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 of arbitrators if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne as set forth above.

(l) **Special Payment:** If you initiate arbitration in accordance with the terms set forth above on your own behalf (and not on behalf of any other party and an arbitrator determines that you were entitled to greater relief than that offered by us in our last written settlement offer, then the arbitrator shall award you \$1,000 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled).

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

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

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking 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.

**Online Banking products** - You may access your bank accounts 24 hours a day either with your telephone, personal computer, or electronic device.  
Online Banking

You may access your accounts and make payments from your checking account to third parties 24 hours a day with a personal computer and Internet access at the bank's website or with an electronic device app with a user ID and password.

#### Types of transfers and charges

For Online Banking transactions, a Money Market account is defined as a checking account. All Online Banking transfers after 6:00 p.m. CST will be on the next business day and information is available only for the current statement cycle and up to 18 months via the Account Activity page in Online Banking. All bill payment transactions after 3:00 p.m. CST will be on the next business day and information is available only for the current statement cycle and up to 18 months via the Account Activity page in Online Banking.

#### InfoLine

You may use your accounts to:

- transfer funds between checking and savings accounts
- make payments from checking and savings to loan accounts with us
- get information about:
  - account balances of checking, savings, CDs, and loan accounts
  - withdrawals from checking and savings accounts
  - deposits into checking and savings accounts
  - a specific check number being cleared

#### Online Banking

You may use your accounts to:

- transfer funds between checking and savings accounts
- transfer funds from checking and savings to your accounts at another bank
- transfer funds from checking and savings directly to another individual's account
- transfer funds from your account at another bank to your checking and savings account
- make loan payments from your checking or savings account
- make loan payments from your account at another bank
- get information about:
  - account balances of checking, savings, CDs, and loan accounts
  - view any posted account activity since your last statement, up to 18 months via the Account Activity page in Online Banking including deposits, withdrawals, cleared checks, and electronic or other withdrawals and images of the front and back of cleared checks.

#### Online Banking inactive accounts

We reserve the right to discontinue the service if an account remains inactive for three or more months. This does not apply to InfoLine.

**ATM Card and Debit Mastercard® - types of transfers and dollar limitations** - You may access your account(s) by using these cards and personal identification number, to:

- make deposits to checking or savings account(s)
- get cash withdrawals from checking or savings account(s)
  - you may withdraw no more than **\$800.00** per calendar day
- transfer funds between savings and checking account(s)
- get information about:
  - the account balance of your checking or savings accounts

Some of these services may not be available at all terminals.

**Types of Debit Card Transactions** - You may access your checking account(s) to purchase goods, pay for services, get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

**Debit Card Transactions - dollar limitations and charges** - Using your debit card:

- you may not exceed **\$2,000.00** in transactions per calendar day, unless otherwise advised by written notification (World Mastercard debit cards may not exceed **\$5,000.00** in transactions per calendar day)
- for security reasons, there are other limits on the number of transfers you can make by debit card per calendar day

**Currency Conversion and Cross-Border Transaction Fees.** If you initiate a transaction with your debit card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

As a result, we charge you an International Transaction Fee of 3% on debit cards (1% on World Mastercard Debit cards). The International Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

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

**Recurring Debit Card Transactions.** If you have authorized a third party to initiate recurring credits or debits to your Card, you must tell them when your Card is replaced, if your Card number or "valid thru" date has changed, or your Card is cancelled. If we issue a replacement Card to you, you agree that we may, but are not required to, provide information related to the replacement Card to such parties to permit them to continue to initiate transactions to your replacement Card, and you

authorize us to process such recurring transactions until you notify us that the third party is no longer allowed to do so and we have time to process your request.

#### FEES

- We do not charge for direct deposits to any type of account.

- There is no charge for Online Banking. There will be a **\$5.95** fee charged each statement cycle for Online Banking with bill payment. This fee will be reduced or waived if you receive your statement electronically instead of by mail on a qualifying checking account.

- Please refer to the fees listed in this disclosure for your account type, as preauthorized withdrawals, ATM withdrawals, ATM transfers, telephone transfers, and debit card transactions may be treated as a check or regular withdrawal. Withdrawals, transfers, and inquiries at ATMs not

owned by Central Banccompany, Inc. will be charged **\$3.00** each. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money, or you can call us at (573) 634-1111 to find out whether or not the deposit has been made.
- **Periodic statements.**

All accounts which are accessible by Electronic Funds Transfer will get monthly statements if there are transfers during the month. In any case, you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 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.

#### FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

#### CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.

#### UNAUTHORIZED TRANSFERS

##### (a) Consumer liability.

Generally, Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60



days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

• **Additional Limits on Liability for Debit Card.** You will not be liable for any unauthorized transactions using your Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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

#### ERROR RESOLUTION NOTICE

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

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

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

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

CENTRAL BANCAMPANY  
REGULATION E INVESTIGATIONS  
PO BOX 779, JEFFERSON CITY, MISSOURI 65102  
(866) 998-4617 (Monday through Friday 8:00 A.M. - 4:30 P.M.), Excluding Federal Holidays

For Debit Card inquiries or to report a lost or stolen card: (855) 401-4599

Technical support and bill payment questions: (800) 749-5344

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 2:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 2:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another

account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

#### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

#### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits 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 day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

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

## TRUTH-IN-SAVINGS DISCLOSURE (CHECKING ACCOUNTS) FREE CHECKING ACCOUNT

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

**Limitations** - There is a limit of three checks posted per monthly statement cycle.

**Statement types available** -

- eStatements are included for free.

- Paper statements are available for a fee of **\$3.00** per statement cycle.

**Other Fees:**

- A Bill Pay fee of **\$5.95** will be charged per monthly statement cycle for the Bill Pay Service.

#### MYCHOICE CHECKING ACCOUNT

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

**Maintenance Fee** - A maintenance fee of **\$5.00** will be imposed each monthly statement cycle unless you have an electronic statement and one of the following:

- Maintain a minimum daily balance of **\$2,500.00** per statement cycle; or
- Maintain a recurring cumulative direct deposit of **\$500.00** per statement cycle; or
- Use your debit card at least **20** times for a point of sale (POS) transaction (transaction only counts if it has posted to the account during the monthly cycle; or
- The primary account holder is under the age of 25. Requirements to avoid the monthly maintenance fee will be effective the statement cycle following the primary account holder's 25th birthday.

You can also waive your monthly maintenance fee by maintaining **\$25,000.00** average daily balance or greater in all deposit accounts with the same primary account holder (Checking, Savings, Money Market, or Certificate of Deposit) for the statement cycle. 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.

**Statement types available** - eStatement or paper statements.

**ATM Refunds** - To receive your refund, submit your other bank ATM receipts to any teller or customer service representative within 60 days of transactions.

Refunds will be limited to **\$10.00** per receipt with a maximum of **\$25.00** per statement cycle.

### MAXMONEY CHECKING ACCOUNT

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

**Maintenance Fee** - A MaxMoney Benefits fee of \$9.95 will be imposed each monthly cycle.

**Statement types available** - eStatement or paper statements.

**ATM Refunds for Operator/Network Fees** - To receive your refund, submit your other bank ATM receipts to any teller or customer service representative within 60 days of transactions.

Refunds will be limited to \$10.00 per receipt with a maximum of \$25.00 per statement cycle.

### PREFERRED INTEREST CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every monthly statement cycle. Interest will be credited to your account every monthly statement cycle.

**Effect of closing an account** - you close your account before interest is credited, you will receive any accrued interest.

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

**Minimum balance to avoid imposition of fees** - A maintenance fee of \$10.00 will be imposed every monthly statement cycle unless you:

- Maintain a minimum daily balance of \$5,000.00 for the monthly statement cycle; or
- Maintain \$25,000.00 average daily balance or greater in all deposit accounts with the same primary account holder (Checking, Savings, Money Market, or Certificate of Deposit) for the statement cycle. 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)

**ATM Refunds for Operator/Network Fees** - To receive your refund, submit your other bank ATM receipts to any teller or customer service representative within 60 days of transactions.

Refunds will be limited to \$10.00 per receipt with a maximum of \$25.00 per statement cycle.

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

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

**Statement types available** -

- eStatements are included for free.
- Paper statements are available for a fee of \$3.00 per statement cycle.

**Direct Connect** - Free.

### WORLD CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every monthly statement cycle. Interest will be credited to your account every monthly statement cycle.

**Effect of closing an account** - If you close your account before interest is credited, you will receive any accrued interest.

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

**Maintenance fee** - A maintenance fee of \$20.00 will be imposed every monthly statement cycle unless you meet one of the following criteria:

- Maintain an average daily balance of \$15,000.00 each monthly statement cycle. 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; or
- Maintain an average daily balance of \$250,000.00 or greater in all deposit accounts with the same primary account holder (Checking, Savings, Money Market or Certificate of Deposit) for the statement cycle. 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; or
- Central Trust Company Client; or
- Maintain a balance of \$250,000.00 in a Central Investment Advisors Brokerage Account.

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

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

**Statement types available** - eStatement or paper statements.

**ATM Refunds** - The first four fees charged for withdrawals at an ATM not owned by Central Banccompany, Inc. will be refunded to your account on the last day of the monthly statement cycle. Foreign ATM fees will not be charged to this account.

### WORLD ELITE CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every monthly statement cycle. Interest will be credited to your account every monthly statement cycle.

**Effect of closing an account** - If you close your account before interest is credited, you will receive any accrued interest.

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

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

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

**Maintenance fee** - A maintenance fee of \$20.00 will be imposed every monthly statement cycle unless you meet one of the following criteria:

- Maintain an average daily balance of \$50,000.00 each monthly statement cycle. 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; or
- Central Trust Company Client; or
- Maintain an average daily balance of \$250,000.00 or greater in all deposit accounts with the same primary account holder (Checking, Savings, Money Market or Certificate of Deposit) for the statement cycle. 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; or
- Maintain a balance of \$250,000.00 in a Central Investment Advisors Brokerage Account.

**Statement types available** - eStatement or paper statements.

**ATM Refunds** - The first four fees charged for withdrawals at an ATM not owned by Central Banccompany, Inc. will be refunded to your account on the last day of the monthly statement cycle. Foreign ATM fees will not be charged to this account.

### EQUITY ACCESS CHECKING ACCOUNT

(For use only with Home Equity Lines of Credit-HELOC)

**Minimum balance to open the account** - There is no minimum to open this account.

**Maintenance fee** - There is no maintenance fee for this account.

**Statement types available** - eStatement or paper statements.

### SAVINGS ACCESS CHECKING ACCOUNT

(For use with Coverdell Education Savings Account-CESA)

**Minimum balance to open the account** - There is no minimum to open this account.

**Maintenance fee** - There is no maintenance fee for this account.

**Statement types available** - eStatement or paper statements.

### DIRECT CONNECT

(Available with any checking account)

The cost is \$9.95 per monthly statement cycle with unlimited online sessions.

**Internal Accounting of Balances - No effect on your account:** For regulatory and accounting purposes, your checking account will consist of two 'sub-accounts' on our books: (1) either a transaction sub-account or an interest-bearing transaction sub-account and (2) a non-transaction sub-account. These sub-accounts are treated as a single account for statements and daily use of your account. Interest is not earned on either sub-account for non interest-bearing checking accounts. On interest-bearing checking accounts, the same interest rate may be paid on both sub-accounts, and your periodic statement will reflect a single blended annual percentage yield (APY) earned. Whenever your transaction sub-account balance exceeds a threshold amount (which we may set and change at our discretion), we may transfer funds above that amount to the non-transaction sub-account. As these funds are needed to pay items presented against your checking account, we will transfer funds from the non-transaction sub-account to the transaction sub-account, up to six times per statement period. If a sixth transfer is needed, the entire balance in the non-transaction sub-account will be transferred into the transaction sub-account. This process may be repeated each monthly statement period.

This balance accounting has no effect on the daily use of your account, on how checks are paid, or on how your account activity appears on your monthly statement.

## (MONEY MARKET ACCOUNTS)

### WORLD MONEY MARKET ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every monthly statement cycle. Interest will be credited to your account every monthly statement cycle.

**Effect of closing an account** - If you close your account before interest is credited, you will receive any accrued interest.

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

**Minimum balance to avoid imposition of fees** - A maintenance fee of \$ 20.00 will be imposed each monthly statement cycle unless you meet one of the following criteria:

- Maintain a minimum balance of \$ 50,000.00 each day of the monthly statement cycle.
- Central Trust Company Client; or
- Maintain an average daily balance of \$ 250,000.00 or greater in all deposit accounts with the same primary account holder (Checking, Savings, Money Market or Certificate of Deposit) for the statement cycle. 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; or
- Maintain a balance of \$ 250,000.00 in a Central Investment Advisors Brokerage Account.

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

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

**Fees:**

A debit fee of \$ 3.00 will be charged for each debit transaction (check, debit card, Bill Pay, ACH or other third party withdrawal) in excess of 6 in a monthly statement cycle.

**MONEY MARKET ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate changes** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every monthly statement cycle. Interest will be credited to your account every monthly statement cycle.

**Effect of closing an account** - If you close your account before interest is credited, you will receive any accrued interest.

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

**Minimum balance to avoid imposition of fees** - A maintenance fee of \$ 10.00 will be imposed every monthly statement cycle unless you:

- Maintain a minimum daily balance of \$ 1,000.00 for the monthly statement cycle; or
- Maintain an average daily balance of \$ 25,000.00 or greater in all deposit accounts with the same primary account holder (Checking, Savings, Money Market, or Certificate of Deposit) for the statement cycle. 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.

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

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

**Fees:**

A debit fee of \$ 3.00 will be charged for each debit transaction (check, debit card, Bill Pay, ACH or other third party withdrawal) in excess of 6 in a monthly statement cycle.

**(SAVINGS ACCOUNTS)**

**SAVEUP SAVINGS ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every monthly statement cycle. Interest will be credited to your account every monthly statement cycle.

**Effect of closing an account** - If you close your account before interest is credited, you will receive any accrued interest.

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

**Minimum balance to avoid imposition of fees** - A maintenance fee of \$ 2.00 will be imposed every statement cycle if the balance in the account falls below 50.00 any day of the cycle.

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

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

**Fees:**

A debit fee of \$ 3.00 will be charged for each debit transaction (check, debit card, Bill Pay, ACH or other third party withdrawal) in excess of 6 in a monthly statement cycle.

**YOUTH SAVINGS ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month.

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue the business day we receive credit for the deposit.

This account will transfer to a SaveUp Savings account when primary account holder reaches the age of 18.

**Fees:**

A debit fee of \$ 3.00 will be charged for each debit transaction (check, debit card, Bill Pay, ACH or other third party withdrawal) in excess of 6 in a monthly statement cycle.

**COMMON FEATURES**

Please refer to our separate fee schedule for additional information about charges.

**Definitions - Dormant, Lost Contact and Inactive Accounts**

Contact us if you do not receive your regular statement. You must keep us notified of your current address. Additional fees may be applied to your account if we lose contact with you.

A Checking Account is considered Dormant if we have Lost Contact with you and there have been no deposits or withdrawals to your account for three months or more.

A Savings Account is considered Dormant if we have Lost Contact with you, your account receives a monthly bank statement and there have been no deposits or withdrawals for three months or more.

A Savings Account is considered Dormant if we have Lost Contact with you, your account receives a bank statement quarterly or annually and there have been no deposits or withdrawals by you for a period of 13 months or more.

Checking and Savings Accounts with balances of \$15.00 or less, are subject to a fee equal to the balance if they are considered Inactive or Lost Contact.

A Checking Account is considered Inactive if there have been no deposits or withdrawals after 12 months or more.

A Savings Account is considered Inactive if there have been no deposits or withdrawals after 24 months or more.

A Checking or Savings Account is considered Lost Contact if the bank can no longer reach you by mail.

**RESTRICTION AGAINST USING CONSUMER ACCOUNTS FOR BUSINESS PURPOSE**

The accounts listed on the Truth in Savings Disclosures are intended to be consumer/household accounts. Accounts that consistently have more than 40 deposited items per month are deemed to be business purpose accounts, and at the bank's option may be converted to an appropriate business account upon written notice.

**YOUR ACCOUNT**

These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure.

- ☐ FREE CHECKING ACCOUNT
- ☐ MYCHOICE CHECKING ACCOUNT
- ☐ MAXMONEY CHECKING ACCOUNT
- ☐ PREFERRED INTEREST CHECKING ACCOUNT
- ☐ WORLD CHECKING ACCOUNT
- ☐ WORLD ELITE CHECKING ACCOUNT
- ☐ EQUITY ACCESS CHECKING ACCOUNT
- ☐ SAVINGS ACCESS CHECKING ACCOUNT
- ☐ WORLD MONEY MARKET ACCOUNT
- ☐ MONEY MARKET ACCOUNT
- ☐ SAVEUP SAVINGS ACCOUNT
- ☐ YOUTH SAVINGS ACCOUNT

Please refer to separate rate information disclosure if applicable.



#### **Notification Regarding FDIC Insurance**

The Federal Deposit Insurance Corporation provides deposit insurance coverage to the customers of each financial institution that is FDIC-insured. The Central Trust Bank is an FDIC insured bank which has several divisions which operate under different names. These division names include, but are not limited to, Central Bank of the Midwest, Bank Central, Jefferson Bank and HSA Central.

It is important for you to be aware that any division of The Central Trust Bank is considered part of that bank and as such, all deposits placed in deposit accounts with The Central Trust Bank, including any of its divisions, will be aggregated with all other deposits placed in deposit accounts with The Central Trust Bank, including any of its divisions, for the purpose of determining FDIC insurance coverage.

By agreeing to the terms and conditions for your account, all account owners acknowledge receipt of and agree with the terms of this disclosure.

# Amendment

Effective 7/1/2025, the section 'Your Ability to Withdraw Funds' is amended as follows:

## **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275 of your deposits, however, will be available on the first business day.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$6,725 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

## **SPECIAL RULES FOR NEW ACCOUNTS**

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.

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

*All other information under the 'Your Ability to Withdraw Funds' section, remains the same.*

## Common Fees/Fee Schedule-Consumer

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### Common Fees

Account activity/Instant Statement .....	\$ 4.00
Account Closed within 90 days of opening .....	\$ 25.00
Collection of draft or check	
Domestic/International (collected in advance) .....	\$ 25.00
Dormant Fee (per monthly cycle) .....	\$ 15.00
Duplicate Statement/Forms .....	\$ 5.00
Foreign Items Deposited	
(plus any applicable foreign bank fees) .....	\$ 30.00
Foreign Items Returned	
(plus any applicable foreign bank fees) .....	\$ 50.00
Garnishments/Levies .....	\$ 125.00 (or remaining account balance)
Hold Statement Fee (per month) .....	\$ 7.50
Replacement Debit Card Fee-Alternative Address .....	\$ 15.00
Reprint Card Fee .....	\$ 5.00
Replacement Debit Card Fee-Rush .....	\$ 25.00
Return Item Charge (NSF) .....	\$ 35.00
Signature Verification .....	\$ 2.00
Stop Payment Fee .....	\$ 35.00
Verification of Deposit .....	\$ 20.00
Wire Transfers (Incoming) .....	\$ 15.00

### Overdraft Fee

Overdrafts created by check, in-person withdrawal, ATM withdrawal, debit card, pre-authorized debits, or other electronic means)\* **\$35.00**

\* Limitations on Overdraft/Return Item Charge (NSF) Fees: You will not be charged an overdraft/Return Item Charge (NSF) fee if your transaction amount is \$5 or less. You will not be charged more than six overdraft/Return Item Charge (NSF) fees per day.