



## TERMS AND CONDITIONS OF YOUR ACCOUNT

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### 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 that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us at: 1-888-238-5053 or [support@localitybank.com](mailto:support@localitybank.com).

This agreement is subject to applicable federal laws, the laws of the State of Florida 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 large and complex to be reproduced here. The purpose of this document is to:

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

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

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

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

You also agree 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 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 or official 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 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, 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 for deposit a check payable to someone other than you, we may require any endorsers to verify or guarantee their endorsements or endorse in our presence.

**WITHDRAWALS: Generally**, unless clearly indicated otherwise on the account records, any owners or authorized signer, acting alone, who signs to open the checking or savings account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time.

**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. 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** - All checks drawn by you must be negotiable and, on a form, satisfactory to us, or we may refuse to honor. We may refuse any withdrawal or transfer request which is greater than any applicable 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.

Even if we honor a non-conforming 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 as disclosed on the Deposit Product and Fee Schedule. .

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, you agree that we may pay such an 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 an official check or similar instrument. You assume full responsibility for 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 demand deposit, or from any other savings deposit as defined by Regulation D. (The law allows us to reserve this right, but it is not our general policy to use it.)

#### **UNDERSTANDING AND AVOIDING AN OVERDRAFT AND NON-SUFFICIENT FUNDS (NSF) CHARGE**

**Generally**, the Bank will not charge for overdrafts or non-sufficient funds activity (NSF); however, a charge(s) may be imposed if overdraft and NSF activity becomes excessive. The Bank will notify and disclose to you before we begin assessing any overdraft charges. 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. Any account that has a negative balance should be funded bringing the account back to a positive balance as soon as you are made aware of the negative balance.

**Determining your available balance** - we use the "available 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 "available" balance may not be the same as your account's "current" balance. This means an overdraft, or an NSF transaction could occur regardless of your account's current balance.

Your account's current balance (also known as the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have been posted to your account. The current 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. The available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the current balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the current balance. For more information on how holds placed on funds in your account can impact your available balance, refer to 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. There may be other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as a plan to transfer funds from another account you have with us.

**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 pre-authorized 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.

**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, or coming into a banking location.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid fees or charges if excessive. Please see our funds availability disclosure for information on when different types of deposits will be made 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 up to three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of available funds in your account for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the available funds after the deduction of the temporary hold amount, your account may result in a negative balance.

Here is an example of how this can occur assuming that you have \$120 in your account. You swipe your card at a gasoline pump, and since the final amount is unknown, the gas station's processing system immediately requests a hold on your account for a default amount such as \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit, or any other kind of payment request). If the other transaction is presented before the amount of the temporary hold is adjusted to the actual purchase amount, and the amount of the other transaction is greater than the amount available in your account, our payment of this transaction will result in an overdraft transaction and a negative balance of \$20.

**Payment order of items** - The order in which items drawn on your account are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid. To assist you in managing your account, we are providing you with the following information regarding how we process items for posting on your account.

**Credits to Your Account and Order of Processing Withdrawals** - In general, we process and post transactions in real time. This means that we process and post transactions in the order that they are received during each business day and before the displayed cutoff time. For example, transactions are usually batched or one-offs. We process and post in the received chronological order for both batches and one-off transactions. There could be credits and debits for your account in any one particular batch. If so, we will post the credits in each batch before we post the debits that are in the same batch. The debits in any particular batch will be posted in ascending order. This means we will post from low to high in value. However, any credit or debit that is a one-off transaction and is received at the same time we receive a batch or while a batch is still being processed will generally post after the batch; but it may be possible that the one-off transaction is credited or debited at the time it is received. Please note that legal holds, such as levies, are applied or otherwise attached to the funds in your account based on the time stamp our procedures and/or systems provide.

The following exceptions apply to our real time processing:

(1) checks that are treated as exception checks, pursuant to the positive pay service, will post at the time you give us the pay decision for each exception check; (2) ACH credits post before ACH debits within each batch; (3) Items that fall out of our real time processing because of an error in the information presented to us or a mismatch of the data provided as compared to our records, are posted to your account throughout the business day; however, ACH debits within the batch are posted before these types of items; (4) ACH debits for Bill Payments and P2P Payments (under the Bill Pay Service and Pay a Person Service), A2A Payments, with the same Send Date are batched at the end of the business day and then posted to your account; and (5) Fees that are not posted at the same time we post the applicable transaction are posted to your account at the end of the business day after all of the foregoing items have posted.

Please Note: For purposes of this section entitled, "Payment order of items", the term "batch" means a data file that contains various entries instructing the Bank to either credit or debit your account. Common examples of batches include, but are not limited to, an ACH file sent to the Bank from the ACH Operator instructing the Bank to debit or credit various deposit accounts of its customers, a cash letter sent to the Bank from a clearing house, another financial institution or the Federal Reserve containing presentation/payment information on negotiable instruments that are drawn off of deposit accounts held by you.

If a check, another clearing item, or a transaction 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 for insufficient funds (NSF). We encourage you to keep careful records and practice good account management. This will help to avoid creating items without sufficient funds and possibly incurring the resulting fees. You acknowledge and agree we may change the payment order that we use at any time without notice to you.

## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

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

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

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

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

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

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10-business day(s) after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than (45) calendar day(s) after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Locality Bank  
1400 South Andrews Avenue  
Ft. Lauderdale, FL 33316  
Phone: 888-238-5053  
E-mail: [support@localitybank.com](mailto:support@localitybank.com)

You must contact us within (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

If you tell us orally, we may require that you provide us with a confirmation of your claim in writing within 10-business days. In that case, the day we receive your written claim will be the day your claim is considered received. Your rights under this section are governed by the "Check 21 Act" and any implementing regulations.

**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 on any or all of our accounts. 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 owned by one person. **Joint Account - With Survivorship (And Not as Tenants in Common)** - is owned by two or more persons. Each of you intends that upon your death the balance in the account (subject to any previous pledge to which we have consented) 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. **Tenants by the Entireties** - An account owned jointly by two married persons with right of survivorship in which each spouse may act for himself or both spouses in depositing, withdrawing or otherwise dealing with the account during their marriage. **Corporate, Partnership, and other Organizational Accounts** - We require a separate document designating the person(s) permitted, and conditions under which, authorized transactions from any account in the name of a legal entity such as a partnership, corporation, or other organization are allowable. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization.

**STOP-PAYMENTS** - A stop-payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it. Bank's acceptance of a stop payment order does not mean that the Item or Entry has not yet

been paid. Bank shall have no liability resulting from the payment of an Item or Entry prior to its actual receipt of a stop payment order from the Depositor and reasonable time to process the order. 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. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires. Depositor acknowledges that an Item may be converted to an ACH Entry (electronic debit) by the payee of the Item. Even if Depositor has been given notice by the payee that the Item will be converted to an ACH Entry, if Bank is not advised that the stop payment is for an ACH Entry, the Depositor's stop payment may not be effective. If Depositor places a stop payment order on the Item without notifying Bank that it has been converted to an ACH Entry, Bank will use reasonable efforts to identify and stop payment of the Entry but will not be liable to Depositor for payment of the Entry, and Bank will not be liable for damages if Bank stops payment on another Entry from the same originator or in the same amount which Bank believes to be the Entry representing the converted Item.

A stop payment order against an Item or Entry must accurately describe it as to date, number, amount, and payee, and must correctly indicate Depositor's name and the Account number. Depositor agrees that it is current industry standard to process stop payment orders by means of computer technology. Accordingly, failure of the Depositor to provide the above information may result in the Item or Entry being paid if presented, and the Bank will not be liable for such payment. Any errors on Bank's written acknowledgment to Depositor of a stop payment order must be reported by Depositor in writing within 10 calendar days of the written acknowledgement date. A stop payment order remains effective for six months from the date the Bank receives notice of the order. A stop payment order may be renewed for successive periods equal to its original period of effectiveness if the Bank receives a renewal notice prior to the order becoming ineffective. Stop payment order requests, renewals or revocations must be in writing, and can also be initiated by phone or online. Revocations of stop payment orders may be made in person or online. Please refer to our online disclosures for additional terms and conditions regarding online stop payment orders for bill payment.

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions are provided separately.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time with or without notice to you and tender the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. We may close your account without notice if your account has a zero or negative balance. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to maintain your account after the effective date of the change, you have agreed to the new term(s).

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

**STATEMENTS** - You agree to examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any "problems or unauthorized transactions" you must notify us in writing of the relevant facts. For purposes of this section, "problems or unauthorized transactions" include, but are not limited to, missing deposits; missing, stolen or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement, or alteration; illegible images; encoding errors made by you or us; and counterfeit checks.

You must notify us of any problems or unauthorized transactions within 60 days of your statement date, regardless of how we make your statement of account available to you. You agree that 30 days is a reasonable amount of time for you to review your statement of account and report any problems or unauthorized transactions. In addition, if you fail to notify us timely of any problems or unauthorized transactions as described above, we will not be liable to you for any problems or unauthorized transactions committed by the same person on your account that could have been prevented if you had complied with your obligations under this section to notify us of any problems or unauthorized transactions within 30 days of your statement date.

**IF YOU FAIL TO DISCOVER AND REPORT ANY PROBLEMS OR UNAUTHORIZED TRANSACTIONS WITHIN THE 30-DAY PERIOD, YOU LOSE ANY AND ALL RIGHTS YOU MAY HAVE TO ASSERT AGAINST US. THE INFORMATION IN YOUR STATEMENT OF ACCOUNT WILL BE CONCLUSIVELY PRESUMED CORRECT AND WE WILL BE RELEASED FROM ANY AND ALL LIABILITY FOR THE TRANSACTIONS CHARGED TO YOUR ACCOUNT AND FOR ALL OTHER MATTERS COVERED BY OR REFLECTED IN THE STATEMENT OF ACCOUNT.**

**ACCOUNT TRANSFER** - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

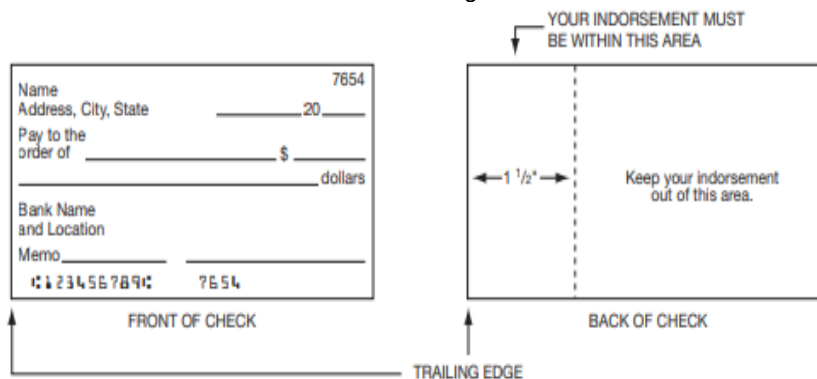
**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account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

**SET-OFF DEBTS** - If you owe us money now or in the future, you agree that we shall have the right to set-off against any and all funds in your accounts with us (including any joint accounts), and to apply such funds to satisfy all Liabilities (as hereinafter defined) of yours and/or any other joint owner regardless of by whom the funds were deposited and regardless of the source of such funds. The funds in joint accounts, including accounts owned as tenants by the entirety, may be set off by us for any individual or joint debt of any person having withdrawal rights. To the extent that setoff of funds in an account owned by husband and wife as tenants by the entireties would ordinarily not be permitted by law for a debt of only one of the spouses, both spouses and all persons having rights of withdrawal hereby waive that right and consent to setoff for either an individual or joint debt owed by one or both of them to this bank. This waiver applies to debts on which any one of you is liable, whether jointly with another, individually, or those on which you are secondarily liable. We will not be liable for the dishonor of any withdrawal, debit or check when the dishonor occurs because we set-off a debt against the account pursuant to this paragraph. You agree to indemnify and hold us harmless from any claim arising as a result of our exercising our right to set-off. "Liabilities" means and includes all indebtedness, obligations, and liabilities of any account owner for borrowed money, lease obligations, service charges, fees, or a judgment debt. This right of setoff does not apply to this account if prohibited by law. For example, the right of set-off 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.

**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.

**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed, and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking 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.

**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.

**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

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

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. 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), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

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

With the above understanding, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a cellular wireless service, or any other common communication device or service. You further authorize us to contact you through the use of voice, voicemail, and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**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 non-payment, we do not have to notify you unless required by Federal Regulation CC or other law.

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

**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 post 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.

**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described.

#### **INACTIVE, DORMANT OR UNCLAIMED PROPERTY**

An account is considered inactive that has no activity other than interest credited or bank charges assessed, or preauthorized automatic Transfers, for a period of 15 months, and dormant at 18 months. You can maintain your account's active status by making a deposit to or withdrawing funds from your account, or by writing or calling us and requesting to keep your account active. Preauthorized automatic transfers do not count as activity for this purpose. We may cease payment of interest or impose a service charge on dormant accounts. Refer to the Bank's Fee Schedule. State "escheat" laws require us to send all funds in a dormant account or "unclaimed property" to the State. The state of your last known residence as shown on our books and records is the state that governs when funds are considered abandoned, and Florida law will apply if we do not have an address. In accordance with Florida law, if an account remains in a dormant status for a period of time determined by the state of last known residence of the primary owner, the funds are considered abandoned or unclaimed. Before we send any funds to the State, we will attempt to contact you using the contact information you have provided us. If you received notice from us that your account has reached "unclaimed property" status, you can prevent the turnover of your funds by making a deposit to or withdrawing funds from your account, or by writing us at 1400 South Andrews Avenue, Fort Lauderdale, FL 33316 or calling us at 954-799-0900 immediately. After funds have been sent to the State, claims for those funds must be made directly to the state. We will not be liable to you and do not have to assist you in recovering your property from the state.

**DEATH OR INCOMPETENCE** - For sole owner accounts. We may continue to honor checks, items, and instructions until: (a) we are notified of the death or incompetence of the account owner and (b) we have had a reasonable opportunity to act on that knowledge.

**CASH TRANSACTION REPORTING** - The law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse the transaction.

If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest, and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**LOST, DESTROYED, OR STOLEN CASHIER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen cashier's check. To assert the claim: (a) you must be the remitter or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the 90th day after the date of the check. Therefore, your claim is not enforceable until the 90th day after the date of the check and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**DEPOSITS BY MAIL** - You may deposit checks by mail to 1400 South Andrews Avenue, Fort Lauderdale, FL 33316. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. If you do not use your pre-encoded deposit slip or provide us with instructions indicating how or where the check should be credited, we will attempt to contact you, but you acknowledge that we may apply it to any account or any loan balance you have with us, or we may return the check to you. Following your deposit, examine transactions online or review your statement carefully or call us at 954-799-0900 to ensure that we received the item. Do not send cash through the mail for deposit.

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

**ACCOUNT SECURITY** - Duty to protect account information and methods of access - It is your responsibility to protect the account number(s), online credentials, and access device(s) (e.g., an ATM/Debit Card, and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as Positive Pay or commercially reasonable security procedures, 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, unless we acted in bad faith or to the extent our negligence 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 offer 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, numerous checks to the general public, or checks for large dollar amounts.

**Debit Cards** - If we issue debit cards to you for conducting transactions at ATMs, or purchasing goods or services from merchants, you agree that such cards are our property; cards may be canceled at any time without notice to you and will be surrendered upon our request. You acknowledge that the personal identification number (PIN) assigned has the same legal effect as your signature and is personal and confidential. You agree to take all reasonable precautions so that no one else learns the PIN on your debit cards, and not keeping a record of your PIN in the same wallet or place as your bank cards. You agree that if you give your debit card and PIN to another person to use, you will be responsible for the use of that card by such person. You agree to report to us



any loss or theft of debit cards or any other problems concerning your account as disclosed, along with your rights and liability as set forth in the Electronic Fund Transfers Your Rights and Responsibilities disclosure provided to you when opening your account.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created (check preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A fraudster could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created check(s) that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. You may be asked to close your account and re-open a new account. If you refuse to close your account, you agree to execute a hold harmless agreement releasing us from liability in the event a blank check is paid that you did not authorize. 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 if we failed to use ordinary care which substantially contributes to the loss.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

- (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
- (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask;
- (3) you agree to indemnify and hold us harmless against any and all claims; and
- (4) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - You will not use your account to conduct transactions relating to Unlawful Internet Gambling or any illegal activity. Because we are required to prevent transactions involving Unlawful Internet Gambling, we may refuse any gambling transaction that is not conducted in person, whether that gambling is lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal activity.

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

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address, contact information or your name, and this can be done through online banking or by contacting us directly. 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 email or address you have provided to us.

**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 a 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.

**INTERNATIONAL ACH TRANSACTIONS** - Financial Institutions Are Required by Law to Scrutinize or Verify any International ACH transactions (IAT) received 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.

**BINDING ARBITRATION** - At our request or your request, a dispute concerning your deposit account will be decided by binding arbitration under the commercial arbitration rules of the American Arbitration Association. Arbitration involves the review and resolution of the dispute by a neutral party. It will be used in place of a trial before a judge and jury in a formal court of law. The

arbitration will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative) basis. YOU UNDERSTAND AND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT. You are free to terminate your relationship with us if you don't agree with this change. If you continue to use your deposit account, arbitration will apply to all disputes, whether they arose in the past or arise in the future.