

# Truth in Savings Disclosure

Terms following a  apply only if checked.

Acct:

Acct #:

Date:

The interest rate and annual percentage yield stated below are accurate as of the date printed above. If you would like more current rate and yield information please call us at \_\_\_\_\_.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

**FIXED RATE**

The interest rate for your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. We will pay this rate \_\_\_\_\_ . We will not decrease this rate unless we first give you at least 30 days notice in writing.

The interest rate and annual percentage yield for your account depend upon the applicable rate tier. We will pay these rates \_\_\_\_\_ .

We will not decrease these rates unless we first give you at least 30 days notice in writing.

**VARIABLE RATE**

The interest rate for your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. Your interest rate and annual percentage yield may change.

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

**Determination of Rate.**

At our discretion, we may change the interest rate on your account.

The interest rate for your account \_\_\_\_\_ .

The fixed initial rate is not determined by this rule.

The initial interest rate on your account \_\_\_\_\_ .

Subsequent rates \_\_\_\_\_ .

**Frequency of Rate Change.**

We may change the interest rate on your account \_\_\_\_\_ .

Your initial interest rate will not change \_\_\_\_\_ .

We may change the interest rate on your account at that time and \_\_\_\_\_ thereafter.

**Limitations on Rate Changes.**

The interest rate for your account will not \_\_\_\_\_ by more than \_\_\_\_\_ each \_\_\_\_\_ .

The interest rate will not be less than \_\_\_\_\_ % or more than \_\_\_\_\_ %.

The interest rate will not \_\_\_\_\_ the interest rate initially disclosed to you.

## Minimum Balance Requirements

**To Open the Account.** You must deposit at least \$ \_\_\_\_\_ to open this account.

**To Avoid Imposition of Fees.**

To avoid the imposition of the \_\_\_\_\_ you must meet \_\_\_\_\_ following requirements:

A \_\_\_\_\_ of \$ \_\_\_\_\_ will be imposed every \_\_\_\_\_  
if the balance in the account falls below \$ \_\_\_\_\_ any day of the \_\_\_\_\_.

A \_\_\_\_\_ of \$ \_\_\_\_\_ will be imposed every \_\_\_\_\_  
if the average daily balance for the \_\_\_\_\_ falls below \$ \_\_\_\_\_.

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. The period we use is \_\_\_\_\_.

To avoid the imposition of the \_\_\_\_\_ you must meet \_\_\_\_\_ following requirements:

A \_\_\_\_\_ of \$ \_\_\_\_\_ will be imposed for \_\_\_\_\_  
transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the balance in the account falls below  
\$ \_\_\_\_\_ any day of the \_\_\_\_\_.

A \_\_\_\_\_ of \$ \_\_\_\_\_ will be imposed for \_\_\_\_\_  
transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the average daily balance for the  
\_\_\_\_\_ falls below \$ \_\_\_\_\_. 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.  
The period we use is \_\_\_\_\_.

**To Obtain the Annual Percentage Yield Disclosed.**

You must maintain a minimum balance of \$ \_\_\_\_\_ in the account each day to obtain the disclosed annual  
percentage yield.

You must maintain a minimum average daily balance of \$ \_\_\_\_\_ to obtain the disclosed annual percentage  
yield. 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. The period we use is \_\_\_\_\_.

## Compounding and Crediting

**Frequency.** Interest \_\_\_\_\_ be compounded \_\_\_\_\_.

Interest will be \_\_\_\_\_.

**Effect of Closing an Account.** If you close your account before interest is credited, you \_\_\_\_\_ receive the  
accrued interest.

## Balance Computation Method

**Daily Balance 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.

**Average Daily Balance Method.** We use the average daily balance method to calculate interest on your account. This method  
applies a periodic rate to the average daily balance in the account for the period. 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. The period we use is \_\_\_\_\_.

## 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).

Interest begins to accrue \_\_\_\_\_

you deposit noncash items (for example, checks).

## **Bonuses**

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- You will \_\_\_\_\_ as a bonus .  You must maintain a minimum \_\_\_\_\_ of \$ \_\_\_\_\_ to obtain the bonus.
- To earn the bonus, \_\_\_\_\_ .

## **Transaction Limitations**

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- The minimum amount you may deposit is \$ \_\_\_\_\_ .
- The minimum amount you may withdraw is \$ \_\_\_\_\_ .
- During any \_\_\_\_\_ , you may not make more than \_\_\_\_\_ withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.
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- You may only make \_\_\_\_\_ deposits into your account each statement cycle.
- You may only make \_\_\_\_\_ ATM \_\_\_\_\_ your account each statement cycle.
- You may only make \_\_\_\_\_ preauthorized transfers \_\_\_\_\_ your account each statement cycle.

## **Additional Terms**

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# Benefits Reference Guide

## Welcome to BaZing!

BaZing products and services are available to customers enrolled in an eligible checking account with a participating institution.

To access a complete description of all benefits and services, visit the BaZing website at [www.BaZing.com](http://www.BaZing.com).

If you have questions about BaZing benefits, call BaZing Customer Service at 855.822.9464 (8 a.m. - 5 p.m. CT, Monday - Friday).



## ID Theft Aid

### Personal Identity Theft\*

Personal Identity Theft benefit offers reimbursement for covered expenses you incur to restore your identity, up to the maximum amount allowed for the product enrolled, as a result of a Covered Stolen Identity Event. Covered Stolen Identity Event means the theft or unauthorized or illegal use of your name, demand deposit account or account number, Social Security number or any other method of identifying you. Payment for Covered costs will be limited to costs incurred in the United States, its territories and possessions, Puerto Rico, or Canada for a loss occurring during the benefit period. Damages or loss of money from your checking account are not eligible for coverage. Refer to the Personal Identity Theft Guide to Benefits for a complete list of terms and conditions. The \$2,500 lifetime benefit is divided equally among joint account holders.

### Payment Card Fraud Resolution

If your payment cards become lost or stolen, this benefit offers access to a fraud specialist to assist you in canceling and reissuing your cards as well as guidance and next steps in protecting your finances. No monetary reimbursement is provided in the event of a loss.

### Identity Restoration

Identity Restoration services provides access to a fraud specialist to guide victims of identity theft and other related fraudulent crimes through the complex process of restoring their personal identity, credit rating, financial security and legal integrity. Identity theft and other related crimes are devastating to consumers. This all-inclusive service fills a void by providing legal, financial and identity theft resolution services. No monetary reimbursement is provided in the event of a loss.



## Cell Phone Protection\*

This insurance is to reimburse the enrolled account holder for damage to or theft of eligible Cellular Wireless Telephones. The enrolled checking account holder will receive a monetary reimbursement subject to the terms and conditions outlined in the Cellular Telephone Protection Guide to Benefits.

### Overview of Coverage Information

1. Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using the eligible checking account associated with your BaZing membership.
2. Coverage is for the primary cell phone and up to two (2) secondary phones listed on the cellular billing statement.
3. You will be assessed a \$50 co-payment per claim.
4. Maximum of two (2) claims per 12-month period; maximum benefit \$400 per claim and \$800 per 12-month period.
5. If you fail to make a cell phone bill payment in a particular month, your protection is suspended. Coverage is reinstated the first of the month following the phone bill payment.
6. Only cellular phones purchased by eligible checking account holders are eligible.
7. Specific exclusions include pre-paid or "pay-as-you-go" phones, cosmetic damage that does not impact the phone's ability to make or receive calls, damage resulting from abuse or normal wear and tear, phones not purchased from a cellular service provider retail store or authorized reseller or Internet store.

### Requirements Information

1. To submit a claim, you must notify BaZing by calling 855.822.9464 within 60 days of the phone being stolen or damaged. A claim form may be downloaded at [BaZing.com](http://BaZing.com) or by calling BaZing.
2. When submitting a claim you must provide the completed claim form and all required documentation noted on the claim form and in the Cellular Telephone Guide to Benefits as determined by the Benefit Administrator. Claims must be submitted within 90 days of damage or theft.
3. To be eligible for this coverage, you must pay your cell phone bill from your eligible checking account associated with your BaZing membership.



## Travel Accidental Death Insurance\*

This benefit covers loss of life due to an accident while traveling by licensed common carrier (airplane, bus, taxi, train) or as a private passenger in an automobile. If the accident is covered by workers' compensation, it is not covered. Refer to the Travel Accidental Death insurance Guide to Benefits for complete coverage description and exclusions. \$10,000 death benefit per eligible account holder.



## Health Savings Card

This benefit offers discounts and preferred pricing for prescriptions, eye care and hearing services at participating providers. A list of participating providers is available online at [www.BaZing.com](http://www.BaZing.com). The discounts cannot be combined with your primary insurance. However, you may choose the coverage that provides the best benefit to you. Health savings benefits are not insurance.



## Roadside Assistance

The benefit provides roadside service for up to \$80 per occurrence limit. There will be one occurrence for the same service during any continuous seven-day period and a maximum of four services per twelve-month period. Covered services include towing assistance, battery service, flat tire assistance, fuel, oil, fluid, water delivery, lock-assistance, collision assistance and extrication assistance. Refer to the Roadside Assistance Terms and Conditions at [www.BaZing.com](http://www.BaZing.com) for a complete list of terms and conditions.



## Savings Network

BaZing offers a complete network of savings that provides you with both national and local discounts. So whether you're planning that cross-country vacation or simply looking for dinner at a local restaurant, BaZing has something for you. To find deals near you go to [www.BaZing.com](http://www.BaZing.com) and search by zip code, city and state or merchant under Local or Online Deals, or use the BaZing mobile app.

**The information in this benefits reference guide is designed to assist eligible account holders. If there is any conflict between the information in this document and the full terms and conditions outlined in the applicable Guide to Benefits or on the BaZing.com website, the full terms and conditions will control in all respects.**

Participating merchants on BaZing are not sponsors of the program, are subject to change without notice, may not be available in all regions and may choose to limit deals.

\*Insurance products are: NOT A DEPOSIT. NOT FDIC-INSURED. NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY. NOT GUARANTEED BY THE BANK.



Download the **BaZing Mobile app** from the App Store or Google Play to start saving everywhere you go!

**Or login at BaZing.com to get started.**

# FEE SCHEDULE

Effective May 19, 2021



Insufficient funds fee, per returned item .....	\$33.00
Overdraft charge, per item paid .....	\$30.00
(Fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal or other electronic means)	
Overdraft Protection service -	
Auto Transfer (from checking, savings or loan) .....	\$5.00
Stop payment order .....	\$30.00
Chargeback, per item .....	\$6.00
(Listed as "Dep Item Ret Chrg" on statement)	
One-time duplicate/instant paper statement .....	\$2.00
One-time duplicate E-statement .....	\$1.00
Special statement (off regular cycle) .....	\$3.00
Hold statement .....	\$5.00
Copies of checks or deposits:	
Single item .....	\$1.00
Items requiring research, per hour .....	\$30.00
Statement balancing, per hour .....	\$30.00
Wire transfer (incoming or outgoing):	
Domestic .....	\$20.00
International .....	\$50.00
Check collection .....	\$10.00
Night depository bag with lock/keys .....	\$25.00
Balance inquiries by telephone (one free per month) .....	\$3.00
Funds transfer by telephone .....	\$3.00
Reopen closed account .....	\$25.00
Charge-off collection fee .....	\$25.00
Deposit correction fee .....	\$1.00
Inactivity fee .....	\$4.00
(Inactivity defined as having no deposits, excluding interest, or withdrawals in 12 months on your checking or savings account. Preauthorized debits or drafts are not considered to be activity.)	

## Excess activity fee:

Savings .....	\$5.00
Money Market .....	\$10.00
Cashier's checks or official checks .....	\$4.00
Non-depositor check cashing fee for on-us checks .....	\$7.50
Garnishment or tax levy .....	\$50.00
Account verification for third party .....	\$5.00
Photocopy, per copy .....	\$1.00

## Debit/Credit Card Replacement fee

There may be a fee associated with the replacement of your debit card, depending on the reason for the replacement. We do not charge for cards that are no longer working, or that need to be replaced due to fraud.

## Card types available:

Standard Card .....	\$5.00
<i>(Rush delivery additional \$35.00)</i>	
Instant Catalog Card .....	\$7.00
<i>(Choose from over 50 images in our catalog)</i>	
Instant Custom Card .....	\$9.00
<i>(Provide us with your personal image)</i>	

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## FACTS

### WHAT DOES FIRST BANK OF ALABAMA DO WITH YOUR PERSONAL INFORMATION?

#### Why?

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

#### What?

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

- Social Security number
- Account balances
- Transaction history
- Credit history
- Credit scores
- Overdraft history

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

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

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

#### Questions?

Call 256-362-2334 or go to [www.firstbankal.com](http://www.firstbankal.com)



What We Do	
<b>How does First Bank of Alabama protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<b>How does First Bank of Alabama collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Apply for a loan</li> <li>• Use your credit or debit card</li> <li>• Give us your income information</li> <li>• Provide employment information</li> <li>• Give us your contact information</li> <li>• Show your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>First Bank of Alabama has no affiliates.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>First Bank of Alabama does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include insurance companies.</i></li> </ul>

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

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

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

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

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

**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 you 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 indorsement or lack of indorsement 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 indorsement, 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. 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 indorsers to verify or guarantee their indorsements, or indorse in our presence.

## **WITHDRAWALS**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse 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 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 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 "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger 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, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual 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 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.

**Nonsufficient funds (NSF) fees** - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**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. 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, accessing your account information mobile app, 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 for information on when different types of deposits will be made available for withdrawal. For those accounts 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 another transaction is 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. 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** - 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. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process credits first, by dollar amount - smallest to largest on the day they are processed. We process cash and over-the-counter items second, by dollar amount - smallest to largest on the day they are processed. We process ATM and debit card transactions third, by dollar amount - smallest to largest on the day they are processed. We process ACH debits fourth, by dollar amount - smallest to largest on the day they are processed. We process checks fifth, by dollar amount - smallest to largest on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Parties own account during the lifetime of all parties in proportion to their net contributions, unless there is clear and convincing evidence of a different intent.

**RIGHTS AT DEATH - Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate.

**Single-Party Account With Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

**Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

**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 stop-payment orders are handled by computers, 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 change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including 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 of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures 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, alterations or forgeries 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, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. 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 indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

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

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

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from 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.

**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.

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

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

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

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

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

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which

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

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

**AGENCY (Power of Attorney) DESIGNATION (Single-Party Accounts only)** - A single individual is the owner. The agent 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 agent 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 agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

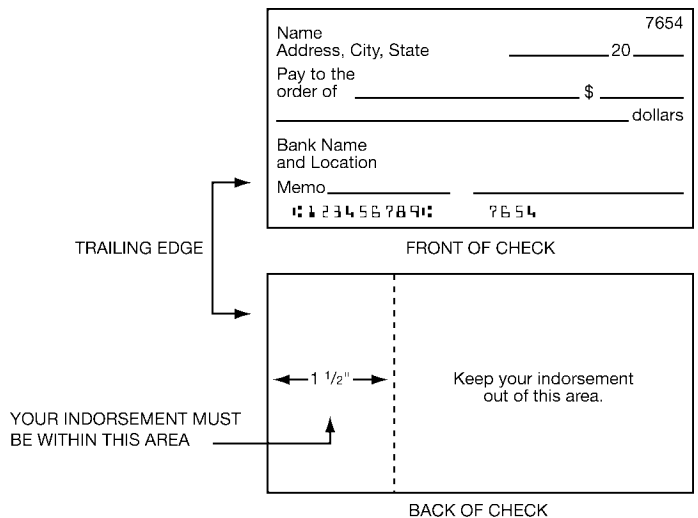
**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement 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 indorsement.

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

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

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements 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 indorsement information within 1 1/2" of that edge.



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

These indorsement 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. 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 numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or 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.

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

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

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 understandings, 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 paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

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

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

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our 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 your notice of penalty for early withdrawals for additional information.

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

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim

arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of 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.

#### **ADDITIONAL TERMS**

**Definitions:** An Overdraft Fee is charged on items that are paid by the bank and cause a negative balance on the account. Items that could cause an overdraft include, but are not limited to: checks, in person withdrawals, ATM withdrawals, one time debit card or recurring debit card transactions, ACH drafts, Bill Payment transactions, automatic transfers to other accounts or for loan payments.

#### **MUTUAL WAIVER OF TRIAL BY JURY AND BINDING ARBITRATION AGREEMENT**

1. The parties to this Waiver of Trial By Jury and Binding Arbitration ("Agreement") are we, and you and any other person claiming any interest under any Bank Documents as hereinafter defined and either's present, future, or past heirs, personal representatives, representatives, agents, employees, members, officers, directors, partners, managers, affiliated companies, successors, assigns, subsidiaries, and shareholders ("Parties"). In consideration of the loans, benefits, agreements, deposit accounts, or other services received directly or indirectly by you, as evidenced by previous, concurrent, or future documents, agreements, disclosures, overdraft programs, loans, accounts, or other services ("Bank Documents") we have provided or will provide in the future, the Parties enter into this Agreement.
2. **DEFINITIONS**
  - 2.1. "Arbitration" is a method of dispute resolution in which an arbitrator, who is an independent, neutral party, gives a binding decision after hearing the positions of the Parties.
  - 2.2. "Claim" and "Claims" shall have the broadest definition possible, and include initial claims, counterclaims, cross-claims, and third-party claims based upon, but not limited to, the application of this Agreement, contract, tort, consumer rights, ATM access, debit card usage, service fees, non-sufficient funds fees, overdraft fees, fraud, other intentional torts, constitution, statute, regulation, ordinance, common law, and any other matter at law or equity between the Parties.
  - 2.3. "Dispute" and "Disputes" shall refer to all disputes, Claims (as defined above), actions, breaches, disagreements, or controversies arising out of, or related to, or based upon any prior, current, or future agreement, Bank Documents, loan, account, service, fee, activity, contract, transaction (proposed or actual), event, or occurrence, whether individual or joint.
  - 2.4. Any terms that are not defined in this Agreement shall be defined as in the applicable document with us.
3. **WAIVER OF TRIAL BY JURY: SUBJECT TO THE RIGHT OF ANY OF THE PARTIES TO DEMAND BINDING ARBITRATION UNDER THE TERMS OF THIS AGREEMENT AS SET FORTH BELOW, THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AS TO ANY CLAIM OR DISPUTE, AS DEFINED IN THIS AGREEMENT.**
4. If none of the Parties demand arbitration under this Agreement, then such Dispute shall be decided by a court of competent jurisdiction without a jury.
5. **ARBITRATION PROVISIONS.**
  - 5.1. The Parties acknowledge that the transactions contemplated by this Agreement involve interstate commerce.
  - 5.2. The Parties agree that all Disputes (other than the ARBITRATION EXCEPTIONS listed below), shall be resolved by binding arbitration upon request of either Party at any time, notwithstanding the prior filing by either Party of any legal action, except as otherwise provided in this Agreement or as agreed to in writing and executed by the Parties.
  - 5.3. Any Dispute about the validity, breadth, or scope of this Agreement or the terms and clauses herein, arbitrability of any specific claim or the procurement and execution of this Agreement shall be decided by the arbitrator in accordance with this Agreement.
  - 5.4. It is understood and agreed that arbitration, and the decisions made by the arbitrator, pursuant to this Agreement shall be binding upon the Parties. However, nothing in the Bank Documents or this Agreement shall preclude any of the Parties from seeking injunctive relief from a court of competent jurisdiction.
  - 5.5. The Parties agree that commencement of arbitration and selection of an arbitrator pursuant to this Agreement shall be made in accordance with Section 8, below.
6. **ARBITRATION EXCEPTIONS.**
  - 6.1. The arbitration provisions in this Agreement do not apply to any claim or controversy arising out of a consumer credit transaction secured by a dwelling (including a home equity line of credit secured by the consumer's principal dwelling).
  - 6.2. The arbitration provisions in this Agreement may not apply if you are a covered member or dependent as defined in the Military Lending Act, 10 U.S.C. 987, if prohibited by said law.

- 6.3. No act to enforce a mortgage, security agreement, pledge, or any other instrument securing any obligation to us, or to take or dispose of any property ("Collateral") securing any obligation to us shall be prohibited by this Agreement; nor shall any such act constitute a waiver of our right to compel arbitration under this Agreement.
- 6.3.1. These arbitration exceptions include, without limitation, obtaining injunctive relief or a temporary restraining order, garnishment, set-off, invoking a power of sale under any deed of trust or mortgage, obtaining adequate protection or relief from the automatic stay or similar actions in bankruptcy proceedings, detinue, interpleader, obtaining a writ of attachment or imposition of a receiver, or exercising any rights relating to Collateral, including taking or disposing of such Collateral through self-help remedies or by judicial process pursuant to Article 9, or other provisions, of the Alabama Uniform Commercial Code or other applicable law.
- 6.3.2. However, any Disputes concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any Dispute involving rescinding, reforming, or otherwise modifying any Bank Documents, shall also be arbitrated, provided, however, that no arbitrator shall have the right or the power to enjoin or restrain any act of any party.
- 6.4. **THE PARTIES DO NOT HAVE THE RIGHT TO ACT AS A CLASS REPRESENTATIVE OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS WITH RESPECT TO ANY DISPUTE SUBMITTED TO ARBITRATION ("CLASS ACTION WAIVER").** The Parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any Disputes between the Parties and is non-severable from this Agreement to arbitrate Disputes. If the Class Action Waiver is limited, voided, or found unenforceable, then the Parties agreement to arbitrate (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. **THE PARTIES ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES WILL A CLASS ACTION DISPUTE BE ARBITRATED.** Such forbearance to enforce this Agreement to arbitrate shall not constitute a waiver of any rights under the provisions of the Jury Waiver or under this Agreement except to the extent stated herein.
- 6.5. No Party shall be precluded from seeking remedies in small claims court for Disputes within the scope of its jurisdiction; however, if the Dispute is transferred, removed, or appealed to a different court, any of the Parties then have the right to choose arbitration under the terms of this Agreement.
7. **APPLICABLE DOCTRINES.**
- 7.1. The statute of limitations, estoppel, statute of frauds, waiver, laches, other defenses, privileges, including, but not limited to, the attorney-client privilege, and other similar doctrines under Alabama law that would otherwise be applicable in an action brought by a Party shall apply in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.
- 7.2. The arbitrator shall receive and consider motions for summary judgment, permit and provide a reasonable time of not less than one-hundred and twenty (120) days for discovery, including depositions, interrogatories, requests for admissions, document production, and as otherwise provided under the Alabama Rules of Civil Procedure.
- 7.3. Applicable Alabama law and the Alabama Rules of Evidence shall govern, including, but not limited to, admissibility of evidence, burdens, contract terms, and precedent.
- 7.4. Federal law shall govern the enforceability of the arbitration provisions of this Agreement.
- 7.5. The Arbitrator shall provide written, reasoned findings of fact and conclusions of law.
- 7.6. The arbitrator shall resolve any Dispute, including the applicability of this section to the Dispute except for any Dispute challenging the validity of the Class Action Waiver, which shall be decided by the Court.
8. **APPOINTMENT OF ARBITRATOR.**
- 8.1. The arbitrator must be an Alabama retired judge or a licensed Alabama attorney with a minimum of ten years of civil practice.
- 8.2. The Parties shall strive to appoint the arbitrator or the select a private judge pursuant to § 12-11A-1 et seq of the Code of Alabama of 1975 within fifteen days of: (i) the mailing of a demand for arbitration to a Party or the attorney for such Party; or (ii) the entry of an order from a court compelling or directing a Party to pursue any Dispute in arbitration pursuant to this Agreement.
- 8.3. If the Parties are unable to agree upon the appointment of an arbitrator or the selection of a private judge pursuant to §12-11A-1 et seq of the Code of Alabama of 1975 pursuant to Paragraph 8.2, then the Party making the demand for arbitration, or, if the Dispute was initially filed in state or federal court, the Party ordered or directed by the court to pursue any Dispute in arbitration pursuant to this Agreement shall commence arbitration in accordance with the Rules of the Judicial Arbitration and Mediation Service ("JAMS") within thirty (30) days of: (i) the mailing of a demand for arbitration to a Party or the attorney for such Party, or (ii) entry of an order from a court compelling or directing a Party to pursue any Dispute in arbitration pursuant to this Agreement. In such event, the arbitrator shall be selected in accordance with the Rules of JAMS.
- 8.4. In the event the Party making the demand for arbitration, or, if the Dispute was initially filed in state or federal court, the Party ordered or directed by the court to pursue any Dispute in arbitration pursuant to this Agreement fails to comply with the provisions of Paragraph 8.3, that Party agrees that any and all Claims or Disputes asserted by it shall be forever waived and released and, if jurisdiction of the Claims or Disputes has been retained by a court of competent jurisdiction, dismissed with prejudice.
- 8.5. Unless otherwise agreed by the Parties or you are a consumer and requests arbitration proceedings be conducted in his or her hometown, all arbitration proceedings shall be conducted in Talladega County, Alabama.
9. **AWARD.** The arbitrator shall prepare and sign a written award or order of dismissal. The award shall state who prevails, the relief granted, and shall be issued in accordance with the rules of JAMS. The arbitrator may only grant an award that either an Alabama judge or jury may legally grant. Any court of competent jurisdiction may enter the judgment of the arbitrator's award or order of dismissal. Such judgment shall be enforced as any other judgment under Alabama law.
10. **COSTS AND FEES.**
- 10.1. Costs and attorney's fees will be allocated among the Parties according to the type of Dispute.
- 10.1.1. Under breach of contract claims, expenses, costs, and attorney fees shall be awarded as provided under the terms of the contract.
- 10.1.2. For all other Disputes, each Party will bear their own costs, expenses, and attorney fees.
- 10.2. The arbitration filing fees, costs, and expenses of the arbitrator relating to the Dispute will be paid in accordance with the rules of JAMS. Such payments shall be made when requested by the arbitrator or when otherwise required by the rules of JAMS.
- 10.3. If any arbitration is dismissed or terminated due to the failure of a party to timely pay its fees and costs set forth in Paragraph 10.2, then the non-paying party shall, within thirty (30) days of dismissal or termination of the arbitration, reimburse all other parties for fees, costs and expenses such parties paid to JAMS. In the event the non-paying party's Claim or Dispute originated in state or federal court and the non-paying party fails to reimburse the other parties for the fees, costs, and expenses they paid to JAMS, then the non-paying party consents to dismissal with prejudice of all of its Claims and Disputes and all unreimbursed fees, costs, and expenses paid by the other parties shall be taxed to the non-paying party as costs along with all other relief that may be granted by the court.
11. **GOVERNING LAW.** Subject to compliance with the terms of this Agreement, the Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of the arbitration provisions of this Agreement. Subject to compliance with the terms of this Agreement, the arbitration of any Dispute shall be otherwise governed by the Rules of JAMS applicable to the type and, if applicable, the size of the Dispute. To obtain a copy of the Rules of JAMS, visit [www.jamsadr.com](http://www.jamsadr.com).
12. **ENTIRE AGREEMENT AND MODIFICATIONS.** This Agreement represents the entire understanding between the Parties. We may modify this Agreement in writing. This Agreement supersedes all prior arbitration agreements between the Parties. To the extent any other Bank Documents contain, now or in the future, other alternative dispute resolution provisions such other provisions shall be disregarded and deemed null and void unless we expressly state such alternative dispute resolution supersedes this Agreement. The Parties agree that this Agreement is applicable to all Bank Documents and to all Disputes.
13. **NUMBER.** Whenever used, the singular shall include the plural, and the plural shall include the singular.
14. **SEVERABILITY.** If any part of this Agreement is declared invalid for any reason, such decision shall not affect the validity of any remaining portion. Only the invalid part shall be struck, and the remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.
- YOU ACKNOWLEDGE YOUR UNDERSTANDING OF, AND YOU AND WE AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THIS JURY WAIVER AND BINDING ARBITRATION AGREEMENT.**

## 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.

**Telephone Transfers - types of transfers** - You may access your account by telephone at 256-761-2205 using a touch tone phone, your account numbers, and your PIN (last four numbers of primary SSN), to:

- ◆ transfer funds from checking to checking or savings (Must be primary owner of both accounts.)
- ◆ transfer funds from savings to checking or savings (Must be primary owner of both accounts.)
- ◆ get information about the balance of:
  - checking and savings account(s)
  - loan and CD account(s)

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

- ◆ make deposits to checking account(s) with a debit card
- ◆ make deposits to savings account(s) with the debit card
- ◆ get cash withdrawals from checking account(s) with a debit card
  - you may withdraw no more than \$840.00 per day
- ◆ get cash withdrawals from savings account(s) with a debit card
  - you may withdraw no more than \$840.00 per day
- ◆ transfer funds from savings to checking account(s) with a debit card
- ◆ transfer funds from checking to savings account(s) with a debit card

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

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

**Point-of-Sale Transactions - dollar limitations** - Using your card:

- ◆ you may not exceed \$2,500.00 in transactions per day on PIN and signature card purchases

**Computer Transfers - types of transfers** - You may access your account(s) by computer by enrolling in Internet Banking at [www.firstbankal.com](http://www.firstbankal.com) and using your user ID and password, to:

- ◆ transfer funds from checking to checking or savings
- ◆ transfer funds from savings to checking or savings
- ◆ transfer funds from certain credit line accounts to checking or savings accounts
- ◆ make payments from checking or savings to loan account(s) with us
- ◆ make payments from checking accounts to any vendor or merchant using Bill Pay
- ◆ get information about:
  - checking and savings account(s)
  - loan and CD account(s)

**Mobile Banking Transfers - types of transfers** - You may access your account(s) by enrolling via Internet Banking and using a smart phone, to:

- ◆ transfer funds from checking to checking or savings
- ◆ transfer funds from savings to checking or savings
- ◆ transfer funds from certain credit line accounts to checking or savings accounts
- ◆ make payments from checking to loan account(s) with us
- ◆ make payments from Bill Pay to existing payees
- ◆ get information about:
  - checking and savings account(s)
  - loan and CD account(s)
  - branch and ATM locations
- ◆ deposit checks up to the maximum amount (currently \$5,000.00)

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

#### FEES

- ◆ We do not charge for direct deposits to any type of account.
- ◆ We do not charge for preauthorized payments from any type of account.
- ◆ There is a fee for a replacement Mastercard Debit Card. Please refer to the current published FBA fee schedule.
- ◆ There will be a \$.50 fee for balance inquiries at an ATM not owned by us. There will be a \$.75 fee for withdrawals at an ATM not owned by us.

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, you can call us at 256-362-2334 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**
  - You will get a quarterly account statement from us for your savings accounts, if the only possible electronic transfers to or from the account are preauthorized credits.
  - You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- ◆ **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. 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 Privacy Disclosure contained elsewhere in this document.

#### UNAUTHORIZED TRANSFERS

**(a) Consumer liability.**

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 Mastercard® Debit Card point-of-sale debit and ATM pin-based transactions.** You will not be liable for any unauthorized transactions using your Mastercard® 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. 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.

FIRST BANK OF ALABAMA  
OPERATIONS DEPARTMENT  
P.O. BOX 797

TALLADEGA, AL 35161  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 256-362-2334

MORE DETAILED INFORMATION IS AVAILABLE  
ON REQUEST

If you have any questions regarding your account, please contact the bank at 256-362-2334 during normal business hours.

If your First Bank of Alabama debit card has been lost or stolen, please contact the bank immediately. If the bank is closed, please call our after hours hotline at 1-844-472-5163. You will be asked for the full name of the institution (First Bank of Alabama) and the name on the card.

Debit Card Important Numbers:  
Lost or Stolen Card: 844-472-5163  
Disputes or Fraud: 844-472-5165

## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to transaction accounts held at First Bank of Alabama. Transaction account means a deposit or account from which the depositor or account holder is permitted to make transfers or withdrawals by negotiable or transferable instrument, payment order of withdrawal, telephone transfer, or other similar device for the purpose of making payments or transfers to third persons or others or from which the depositor may make third party payments at an automated teller machine (ATM) or a remote service unit, or other electronic device, including by debit card, but the term does not include savings deposits.

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 initiated.

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 4:00 PM CT 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 4:00 PM CT 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 ninth business day after the day of your deposit.

#### FOREIGN CHECKS

Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

## 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, bounced check fees).

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

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 40 calendar days after we received your claim.

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

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

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

First Bank of Alabama  
Bookkeeping Department  
P.O. Box 797  
Talladega, AL 35160  
256-362-2334  
Business Days Monday - Friday; excluding federal holidays

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 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.
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FIRST BANK OF ALABAMA  
P.O. DRAWER 797  
TALLADEGA, AL 35161  
(256) 362-2334