



## Important Account Information For Our Account Holders from

**West Shore Bank**  
**107 W. State Street**  
**Scottville, MI 49454**  
**(231) 757-4751**

# Terms & Conditions of Your Account

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**1. 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.

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

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

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

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

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

**3. 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.

**4. Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

**5. Withdrawals. Important Terms for Accounts Where More Than One Person Can Withdraw** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

**Checks and Withdrawal Rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations.

We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

**Cash Withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want



to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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

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

## **6. 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 may result in you being charged an overdraft 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. Paid overdrafts will be charged a fee. 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. We do not charge a returned item/non-sufficient funds (NSF) fee for items we return unpaid on consumer accounts. However, merchants or other banks may charge fees for returned items. If you use our an overdraft protection line-of-credit or sweep funds from another account you have with us and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**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 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 ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or 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 debit card transactions. 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, we will not charge you an NSF fee. 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. We do not charge a returned item/non-sufficient funds (NSF) fee for items we return unpaid on consumer accounts. However, merchants or other banks may charge fees for returned items.

**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.

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

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

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

**A Temporary Debit Authorization Hold Affects Your Account Balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual



amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If one or more transactions are presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment Order of Items** - 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 ATM, debit card transactions and wire transfers first, in the order they are received on the day they are processed. We process priority checks second, in numerical order (by check number) on the day they are processed. We process ACH transactions, phone and online banking transfers third, in the order they are received on the day they are processed. We process checks and similar items fourth, in numerical order (by check number) on the day they are processed. We process bill pay transactions fifth, differently depending on whether the receiver accepts ACH payments. If the receiver accepts ACH payments, bill pay transactions are processed the same as other ACH transactions. If not, a check is issued. If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction on a consumer account. The amounts of the overdraft and NSF fees are disclosed elsewhere. 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.

**7. Ownership Of Account And Beneficiary Designation.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**INDIVIDUAL ACCOUNT** - is an account in the name of one person.

**JOINT ACCOUNT - WITH SURVIVORSHIP (AND NOT AS TENANTS IN COMMON)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**JOINT ACCOUNT - NO SURVIVORSHIP (AS TENANTS IN COMMON)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**REVOCABLE TRUST OR PAY-ON-DEATH (POD) ACCOUNT** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless:

1. all persons creating the account die, and
2. the beneficiary is then living.

If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to:



1. change beneficiaries,
2. change account types, and
3. withdraw all or part of the account funds at any time.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop-payment records you can give us.)

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 it is not confirmed in writing or by another type of record 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).

**9. 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.

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

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

Unless otherwise indicated in the notice of change, if we have notified you of a change 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 or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.



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

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

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

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

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

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

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

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

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

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





**Errors Relating to Electronic Fund Transfers or Substitute Checks (For Consumer Accounts Only)** - For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. 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. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

**14. Account Transfer.** This account may not be transferred or assigned without our prior written consent.

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

**16. 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.

**17. 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:

1. it is an Individual Retirement Account or similar tax-deferred retirement account, or
2. 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
3. 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.

**18. Authorized Signer.** A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

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

**19. Restrictive Legends or Endorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special



instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

**20. 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.

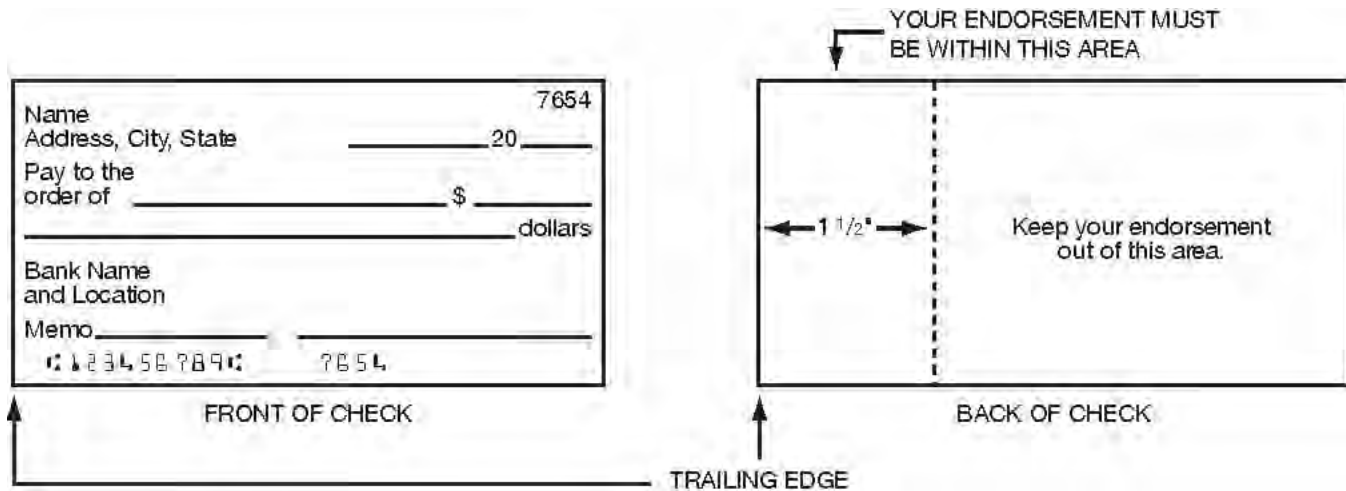
**21. Power of Attorney.** You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not durable, it is revoked when you become incompetent. 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 authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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

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

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

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



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

These endorsement guidelines apply to both personal and business checks.

**24. Unclaimed Property.** The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**25. 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.

**26. UTMA Accounts.** Under the *Uniform Transfers to Minors Act*, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches age 18, unless otherwise agreed. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

**27. 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.

**28. Cash Transaction Reporting.** To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network ("*FinCEN*") maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

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

**30. 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.

**31. Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks.** Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

**32. Changing Account Products.** We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**33. Transactions by Mail.** You may deposit checks (including share drafts) by mail. You should endorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.



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

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

**36. Check Storage and Copies.** You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

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

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

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



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

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

**Positive Pay and Other Fraud Prevention Services** - Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, 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 accounts holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**40. 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.

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

**42. Monitoring and Recording Telephone Calls and Account Communications.** Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.



To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

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

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

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

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

**44. 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 separately provided notice of penalty for early withdrawals for additional information.

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

**46. 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.

**47. 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.



**48. Health Savings Accounts (HSA).** For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns – for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the HSA comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this agreement are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

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

## **50. Electronic Disclosures and Notices.**

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or other electronic messages, or using online services). It also describes your rights in the event you consent to receiving electronic disclosures and notices, as well as the consequences of later withdrawing your consent to receive disclosures and notices electronically.

First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request.

You understand prior to consenting that:

1. Your consent applies only to disclosures and notices regarding your deposit accounts, including your periodic account statements;
2. Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
3. Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us at the number provided at the beginning of this disclosure;
4. You can withdraw your consent at any time by calling us at the number provided at the beginning of this disclosure; and
5. You agree to promptly provide us with the information (such as a current email address or other relevant contact information) needed to communicate with you electronically and update us as to any changes in such information by calling us at the number provided at the beginning of this disclosure;





We reserve the right to provide any disclosures or notices in writing, rather than electronically.

Regardless of anything in this agreement to the contrary, and except as otherwise provided by law or other agreements, you can give us all notices regarding your deposit accounts or your periodic statements by email (or, to the extent permitted, using our online or mobile banking services). Email notices must use your current email address on file with us and our then current email address. We reserve the right to have any notices confirmed in writing upon our request.

**Hardware and Software Requirements:** A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to West Shore Bank Online using one of the browsers specified below. You will also need the following: 1. Software that allows you to view PDF documents, such as Adobe® Acrobat® Reader™, which is available for download free of charge at <https://get.adobe.com/reader/>. Please note that we are not responsible for the performance of any third party software or any damage to your computer or other equipment caused by the installation of any third party software; 2. A browser that supports 128-bit encryption, Transport Layered Security (TLS) 1.1 or higher. For the best results, we recommend you utilize the most current version of the following browsers: Google Chrome, Mozilla Firefox, Safari, or Microsoft Edge.

## 51. International ACH Transactions.

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



**This is important information about your account with:**

West Shore Bank  
107 W. State Street  
Scottville, MI 49454  
(231) 7574751

**Truth-In-Savings Disclosures**

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**Interest Secure Checking**

**Rate Information:** At our discretion, we may change the interest rate(s) for this account.

- The interest rate on this account is: 0.040000% with an annual percentage yield of 0.04%.
- The interest rate(s) and annual percentage yield(s) may change at any time.

**Crediting Frequency:** The interest will be compounded and credited into this account monthly.

**Daily Balance Computation Method:** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits:** The interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Minimum Balance to Open:** The minimum balance required to open this account is \$100.00.

**Minimum Balance to Avoid a Fee:** The West Shore Bank Interest Secure Checking monthly service fee is \$10. This fee will be waived if you have an average daily balance of \$10,000 or have \$25,000 in deposits (combined personal checking, savings, and CD's).

**Deposit(s) Limitations:** You may make an unlimited number of deposit(s) into your account.

**Fees and Charges:** The following fees and charges apply to this account:

- Paper Statement Fee: A Service Fee of \$3 will apply to accounts receiving paper statements. E-statements are available for no charge.
- Check Image Fee: A Service Fee of \$3 will be charged each month if Check Images are requested with monthly statement.

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**Basic Checking**

**Minimum Balance to Open.** The minimum balance required to open this account is \$50.00.

**Deposit Limitations.** You may make Unlimited deposits.

**Fees and Charges.** The following fees and charges apply to this account:

- No monthly service fee
- Paper Statement Fee: \$3.00 per statement cycle
- Check Image Fee: \$3.00 per statement cycle

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**Basic Checking Senior**

**Minimum Balance to Open.** The minimum balance required to open this account is \$50.00.

**Deposit Limitations.** You may make Unlimited deposits.

**Fees and Charges.** The following fees and charges apply to this account:

- No monthly service fee
  - Free paper statements
  - Free check images
  - Free non WSB ATM withdrawals
  - Available for ages 62+
-



### Student Checking

**Minimum Balance to Open.** The minimum balance required to open this account is \$10.00.

**Deposit Limitations.** You may make Unlimited deposits.

**Fees and Charges.** The following fees and charges apply to this account:

- No monthly service fee
- Paper Statement Fee: \$3.00 per statement cycle
- Check Image Fee: \$3.00 per statement cycle
- Must be age 15+ (ID required); parent/guardian joint owner if under 18
- Autoconverts to Simple Secure Checking after 6 years

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### Simple Secure Checking

**Minimum Balance to Open.** The minimum balance required to open this account is \$50.00.

**Deposit Limitations.** You may make Unlimited deposits.

**Fees and Charges.** The following fees and charges apply to this account:

- Monthly Service Fee: \$6 (\$4 if under 25 or 65+)
- Paper Statement Fee: \$3.00 per statement cycle
- Check Image Fee: \$3.00 per statement cycle
- Fee reduction: Keep avg. daily balance \$5,000
- EconoCheck Secure Benefits, IDProtect, credit monitoring, \$10K identity fraud reimbursement, cell phone protection, \$10K AD&D insurance, shopping/travel/health discounts, telehealth

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### Health Savings Account

**Rate Information:** At our discretion, we may change the interest rate(s) for this account.

The initial rate(s) for your account are:

- If your daily balance is less than or equal to \$999.99, the interest rate paid on the entire balance in your account will be 0.05% with a(n) annual percentage yield of 0.05%.
- If your daily balance is \$1,000.00 or more, but less than or equal to \$9,999.99, the interest rate paid on the entire balance in your account will be 0.05% with a(n) annual percentage yield of 0.05%.
- If your daily balance is \$10,000.00 or more, the interest rate paid on the entire balance in your account will be 0.05% with a(n) annual percentage yield of 0.05%.

The interest rate(s) and annual percentage yield(s) may change at any time.

**Crediting Frequency:** The interest will be compounded and credited into this account monthly.

**Daily Balance Computation Method.** The interest is calculated by the daily balance method which applies a daily periodic rate to the principal in the account each day.

**Accrual of Interest on Noncash Deposits:** The interest will begin to accrue on the business day you deposit noncash items (for example, checks) into your account.

**Minimum Balance to Open:** The minimum balance required to open this account is \$1.00.

**Deposit(s) Limitations.** You may make an unlimited number of deposit(s) into your account.

**Fees and Charges.** The following fees and charges apply to this account:

- Paper Statement Fee: An additional fee of \$3.00 per statement cycle will be imposed for a paper statement.
- Check Image Fee: An additional fee of \$3.00 per statement cycle will be imposed if check images are requested as part of the monthly statement.



## Electronic Fund Transfers

West Shore Bank  
107 W. State Street  
Scottville, MI 49454

(231) 757-4751

[www.westshorebank.com](http://www.westshorebank.com)

### **Electronic Fund Transfers Your Rights and Responsibilities**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may 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 financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution 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 (for example, from (for example, from: U.S. TREASURY, ABC COMPANY, SOCIAL SECURITY ADMINISTRATION, ETC) ) to be accepted into your checking or savings accounts.

- ***Preauthorized Payments.***

You may make arrangements to pay certain recurring bills from your checking or savings accounts.

- ***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.

### **TeleBank Phone Banking Transactions**

You may access your account by telephone using your touchtone telephone, account numbers, and personal identification number (PIN) to:



- transfer funds from Checking to Checking
- transfer funds from Checking to Savings
- transfer funds from Savings to Checking
- transfer funds from Savings to Savings
- transfer funds from Line of Credit to Checking
- transfer funds from Line of Credit to Savings
- make payments from Checking to Loan
- make payments from Savings to Loan
- get balance information about checking, savings, certificate of deposit or loans
- get withdrawal history about your checking or savings accounts
- get deposit history about your checking or savings accounts
- get transaction history about checking, savings, certificate of deposit or loans

You may access your account for telephone transactions at the following number(s) and during the following hours:  
800-757-0662, 24 Hours

### **Quick Cash ATM Card Transactions**

You may access your account(s) by ATM at Mastercard, Cirrus, and Pulse using your Quick Cash ATM Card and your personal identification number (PIN) to:

- deposit funds to your checking or savings accounts
- withdraw cash from your checking or savings accounts
- transfer funds from Savings to Checking
- transfer funds from Checking to Savings
- transfer funds from Checking to Checking
- transfer funds from Savings to Savings
- get balance information about your checking and savings accounts

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

### **Debit Card ATM Transactions**

You may access your account(s) by ATM at Mastercard, Cirrus, and Pulse using your Debit card and your personal identification number (PIN) to:

- deposit funds to your checking or savings accounts
- withdraw cash from your checking or savings accounts
- transfer funds from Savings to Checking
- transfer funds from Savings to Savings
- transfer funds from Checking to Savings
- transfer funds from Checking to Checking
- get balance information about your checking and savings accounts

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

### **Debit Card Transactions**

You may access your Quick Check Debit Card account(s) by debit card to conduct transactions that participating merchants will accept, including:



- in person, by phone, or online
- in person, by phone, or online
- get cash from a participating merchant or financial institution

### **Foreign Currency Conversion and Cross-Border Transactions**

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

Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. The fee we charge you for cross-border transactions/currency conversion is disclosed separately. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States.

### **Advisory Against Illegal Use**

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

### **West Shore Bank Touch**

You may access your accounts online at <https://secure.westshorebank.com/login> using your computer or similar, compatible device having online access and using your Username, Password, and Two Factor Authentication (2FA) to:

- transfer funds from Checking to Checking
- transfer funds from Checking to Savings
- transfer funds from Savings to Checking
- transfer funds from Savings to Savings
- transfer funds from Checking to External Account
- transfer funds from Savings to External Account
- transfer funds from External Account to Checking
- transfer funds from External Account to Savings
- transfer funds from Line of Credit to Checking
- transfer funds from Line of Credit to Savings
- transfer funds from Line of Credit to External Account
- make payments from Checking to Loan
- make payments from Savings to Loan
- make payments from External Account to Loan
- make payments from Checking to Third Parties

Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details.



- get balance information about checking, savings, certificate of deposit or loans
- get withdrawal history about your checking or savings accounts
- get deposit history about your checking or savings accounts
- get transaction history about checking, savings, certificate of deposit or loans

## Bill Payment Service

You may access this service by computer at <https://secure.westshorebank.com/loginby> Login into Online Banking with your Username, Password and 2FA code to access Bill Pay services.

You may access this service to:

- make payments from your Checking to P2P, Credit Cards, Loans, other vendors requiring payment.  
Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details.

## WSB Touch

You may access your accounts for mobile banking services at <https://secure.westshorebank.com/login>, using your smart phone (a mobile phone having computing features such as third-party application capability, internet access, and other features as described in our technical specifications, provided separately), your user name and password and the applicable text message codes provided separately.

You may also access this service using your smart phone (a mobile phone having computing features such as third-party application capability, internet access, and other features as described in our technical specifications, provided separately), our mobile banking application (provided separately), your user name and password and the applicable text message codes provided separately.

You may use this service to:

- transfer funds from Checking to Checking
- transfer funds from Checking to Savings
- transfer funds from Savings to Checking
- transfer funds from Savings to Savings
- transfer funds from Checking to External Account
- transfer funds from Savings to External Account
- transfer funds from External Account to Checking
- transfer funds from External Account to Savings
- transfer funds from Line of Credit to Checking
- transfer funds from Line of Credit to Savings
- transfer funds from Line of Credit to External Account
- make payments from Checking to Loan
- make payments from Savings to Loan
- make payments from External Account to Loan
- make payments from Checking to Third Parties (Bill Pay)

Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure. See your service agreement for details.

- get balance information about checking, savings, certificate of deposit or loans
- get withdrawal history about your checking or savings accounts
- get deposit history about your checking or savings accounts



- get transaction history about checking, savings, certificate of deposit or loans

## **Limits and Fees**

Please refer to our fee disclosure for information about fees and limitations that may apply to 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).

## **Limitations on Frequency of Transfers**

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply to your checking and savings account(s):

Transfers from a savings or money market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per calendar month.

## **Security Limitations**

For security reasons, there are other limits on the number of transfers you can make using our terminals, point-of-sale transfer, and computer transaction services.

## **Option To Limit Cash Withdrawals**

In addition to any dollar limitations for withdrawals that we may establish, you have the option to limit the amount of cash that can be withdrawn using your card to \$50 per day or some other amount acceptable to us.

## **Minimum Account Balance**

We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.

## **Documentation**

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at 231-845-3500 to find out whether or not the deposit has been made.

**Periodic Statements.** You will get a monthly account statement from us for your checking account(s).

You will get a quarterly account statement from us for your savings account(s), if the only possible electronic transfers to or from the account are preauthorized credits.

You will get a monthly account statement from us for your savings account(s), 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 three 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.

***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 three 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 described in our privacy policy disclosure, provided separately.

***Regulatory Authority***

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify:

Department of Insurance and Financial Services  
PO Box 30220  
Lansing, MI 48909

You may also notify:

Division of Supervision and Consumer Protection DSC  
Federal Deposit Insurance Corporation  
Atlanta, GA 30309-3849



## 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® Cards.*

You will not be liable for any unauthorized transactions using your Mastercard card if:

1. you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and
2. upon becoming aware of a loss or theft, you promptly report the loss or theft to us.

In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply.

(Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.)

### *(b) Contact in Event of Unauthorized Transfer.*

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

## Error Resolution Notice

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

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to



investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

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

**If you have inquiries regarding your account or need more information regarding our error resolution procedures, please contact us at:**

West Shore Bank

201 W Loomis St

Ludington, MI 49431

BUSINESS DAYS: Monday Through Friday

Holidays are not included.

PHONE:

231-845-3500 (Toll Free Number:)

888-295-4373

EMAIL:

customercare@westshorebank.com

WEBSITE:

www.westshorebank.com

### ***Notice Of ATM/Night Deposit Facility User Precautions***

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Don't lend your ATM card to anyone.
- Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.



- Prevent others from seeing you enter your PIN by using your body to shield their view.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST



## Electronic Procedure Disclosure

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**West Shore Bank**  
**107 W. State Street**  
**Scottville, MI 49454**  
**(231) 757-4751**

This disclosure details the procedures that you and we will follow in conducting transactions electronically, including the means by which you provide or withhold consent to do so. By following this procedure, you will be able to sign transaction documents with an Electronic Signature, subject to any limitations we may provide (subject to our policy for when an Electronic Signature will be accepted). This disclosure also describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or other electronic messages, or using online services).

The disclosure also describes your rights relative to conducting transactions electronically and relative to electronic receipt of disclosures and notices, as well as the consequences of later withdrawing your consent to receive disclosures and notices electronically. We recommend you retain a copy of this disclosure along with all the other disclosures and agreements related to this transaction.

**Definitions:** Throughout this disclosure, “*we*” means the Financial Institution identified above, and “*you*” means the party applying for accounts or services using these electronic procedures.

“*Electronic Signature*” means a digitized image of your handwritten signature or initials. “*Sign*” means to authenticate by applying or intending to apply your signature.

### ***Procedures for Signing Documents Electronically***

You and we wish to enter into a financial services transaction (opening an account, arranging for services, etc.).

You intend to sign documents for the transaction with an electronically-collected signature or initials, as applicable. You intend that the resulting Electronic Signature is your valid signature/initials.

You agree that any signed electronic document(s) will be as enforceable as any paper document(s) that you sign or initial with handwritten ink.

Before you sign any document(s) in the transaction, you review a completed but unsigned copy.

We and you review each area of the document(s) that requires any signature/initials, and we explain to you the purpose of each of the signatures/initials.

After you review and understand the document(s) and are ready to sign the document(s), you may create your Electronic Signature to sign each of the documents electronically using the electronic signature device that we provide.

After we add your Electronic Signature to the otherwise unaltered document(s), the document(s) will show your Electronic Signature and a date of the Electronic Signature. You will receive a copy of the documents you signed. We will retain the signed copies of the document(s).

Your electronic signature is only effective for the documents that are a part of the transaction.

You may withdraw your consent to sign with Electronic Signatures at any time before you sign the electronic signature device for the transaction.



## ***Procedures and Conditions for Receiving Electronic Disclosures and Notices***

First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request.

You understand prior to consenting that:

1. Your consent applies only to disclosures and notices regarding your deposit accounts, including your periodic account statements;
2. Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
3. Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us at the number provided at the beginning of this disclosure;
4. You can withdraw your consent at any time by calling us at the number provided at the beginning of this disclosure; and
5. You agree to promptly provide us with the information (such as an current email address or other relevant contact information) needed to communicate with you electronically and update us as to any changes in such information by calling at the number provided at the beginning of this disclosure;

We reserve the right to provide any disclosures or notices in a paper or nonelectronic form.

Regardless of anything in this agreement to the contrary, and except as otherwise provided by law or other agreements, you can give us all notices regarding your deposit accounts or your periodic statements by email (or, to the extent permitted, using our online or mobile banking services). Email notices must use your current email address on file with us and our then current email address. We reserve the right to have any notices confirmed in a paper or nonelectronic form upon our request.

**Hardware and Software Requirements:** A personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to West Shore Bank Online using one of the browsers specified below. You will also need the following: 1. Software that allows you to view PDF documents, such as Adobe® Acrobat® Reader™, which is available for download free of charge at <https://get.adobe.com/reader/>. Please note that we are not responsible for the performance of any third party software or any damage to your computer or other equipment caused by the installation of any third party software; 2. A browser that supports 128-bit encryption, Transport Layered Security (TLS) 1.1 or higher. For the best results, we recommend you utilize the most current version of the following browsers: Google Chrome, Mozilla Firefox, Safari, or Microsoft Edge.

If you consent to receive electronic notices and our minimum hardware or software requirements change, we will notify you by paper or other nonelectronic method, by email, or by using the other relevant contact information you have provided to us.

## ***Your Consent to Conduct Transactions Electronically and Receive Disclosures Electronically***

By following the electronic procedures disclosed above and continuing to conduct this transaction electronically according the electronic signature procedure, you acknowledge that we have followed the procedure, you consent to this procedure and declare your intent to sign using this procedure, and you acknowledge that you have received copies of and understand and agree to the terms of the transaction documents prior to signing.

You also consent to receive disclosures and notices electronically according to the terms and conditions described above.

You further provide your consent and confirm your and our compliance with the procedures described above by using the products or services related to this transaction. You also provide your consent by later acknowledging your prior receipt of this disclosure in any subsequently-executed account or service agreement.



## Funds Availability Disclosure

### (Your Ability to Withdraw Funds)

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This is important information about your ability to withdraw funds from:

**West Shore Bank**  
**107 W. State Street**  
**Scottville, MI 49454**  
**(231) 757-4751**

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

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

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

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

If you make a deposit at an ATM before 3:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 3:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **Longer Delays May Apply**

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:



1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$6,725 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. There is an emergency, such as failure of computer or communications equipment.

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

### ***Special Rules for New Accounts***

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

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

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

### ***Deposits at Automated Teller Machines***

If you make a deposit at an automated teller machine (ATM) that is owned and operated by us before 3:00PM ET on a business day that we are open, we will consider the deposit made that day. However, if you make a deposit at an ATM that is owned and operated by us after 3:00PM ET or on a day that we are not open, we will consider the deposit made on the next Business Day we are open. Check deposits made at an ATM: Funds will not be available until the second Business Day after the date of the deposit. The first \$225 of your deposit may be available on the day of deposit. .





## Substitute Checks and Your Rights

### **Financial Institution Name and Address**

West Shore Bank  
107 W. State Street  
Scottville, MI 49454  
(231) 757-4751

### **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 \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

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

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

201 W Loomis St  
Ludington, MI 49431  
Phone: 231-845-3500  
Email: [customercare@westshorebank.com](mailto:customercare@westshorebank.com)



You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

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

Check Number

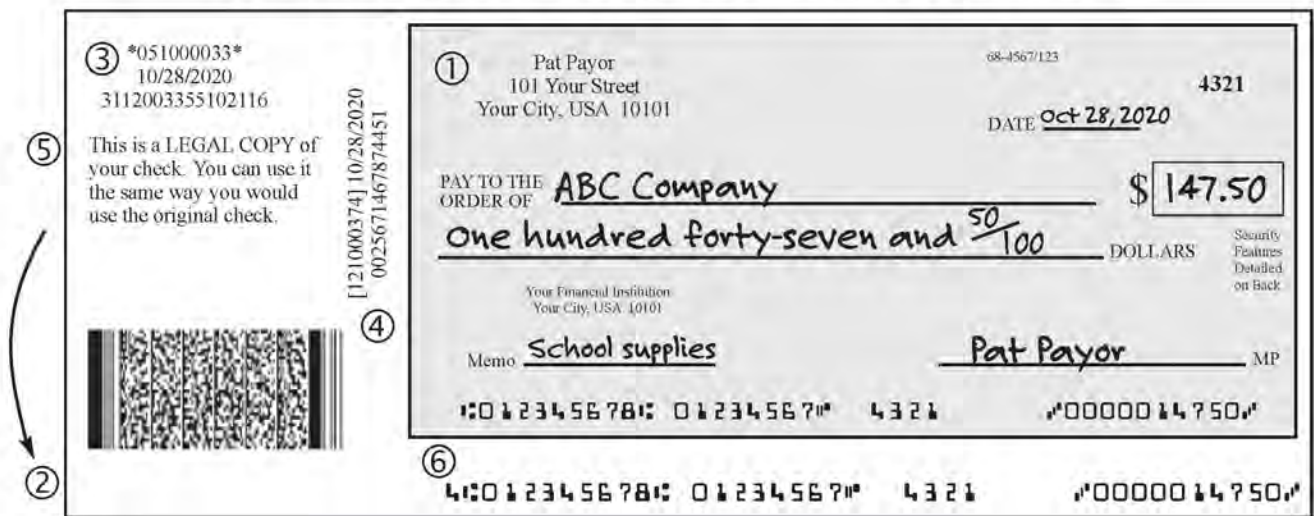
Check Amount

Check Payee Name

## Substitute Check Image

### SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



1. An image of the original check appears in the upper right-hand corner of the substitute check.
2. A substitute check is the same size as a standard business check.
3. The information in asterisks relates to the "reconverting bank" - the financial institution that created the substitute check.
4. The information in brackets (appears sideways facing check image) relates to the "truncating bank" – the financial institution that took the original check out of the check processing system.
5. The legal Legend states: *This is a legal copy of your check. You may use it the same way you would use the original check.*

6. The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the substitute check number, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for a substitute check number to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

**FACTS****WHAT DOES WEST SHORE BANK 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
- Credit history
- Income
- Payment history
- Credit scores

**How?**

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

| Reasons we can share your personal information   | Does West Shore Bank share? | Can you limit this sharing? |
|--|-----------------------------|-----------------------------|
| <b>For our everyday business purposes -</b><br>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><br>to offer our products and services to you   | Yes                         | No                          |
| <b>For joint marketing with other financial companies</b>  | No                          | We don't share              |
| <b>For our affiliates' everyday business purposes -</b><br>information about your transactions and experiences   | Yes                         | No                          |
| <b>For our affiliates' everyday business purposes -</b><br>information about your creditworthiness   | No                          | We don't share              |
| <b>For nonaffiliates to market to you</b>  | No                          | We don't share              |

**To limit our sharing**

- Call Toll-free 888-295-4373 - our menu will prompt you through your choice(s)
- Visit us online: [www.westshorebank.com](http://www.westshorebank.com)

**Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

**Questions?**

Call toll-free 888-295-4373 or go to [www.westshorebank.com](http://www.westshorebank.com)



| What We Do  |  |
|---|--|
| <b>How does West Shore Bank 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 West Shore Bank 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>• Deposit money</li><li>• Pay your bills</li><li>• Apply for a loan</li><li>• Use your credit or debit card</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> |
| <b>What happens when I limit sharing for an account I hold jointly with someone else?</b> | <p>Your choices will apply to everyone on your account — unless you tell us otherwise.</p>   |
| Definitions   |  |
| <b>Affiliates</b>   | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>Our affiliates include:</i><ul style="list-style-type: none"><li>• <i>Companies with a West Shore Investment Services; WSBC, LLC name</i></li></ul></li></ul>  |
| <b>Nonaffiliates</b>  | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>• <i>West Shore Bank 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>West Shore Bank doesn't jointly market.</i></li></ul>   |
| Other Important Information   |  |
|   |  |



## What You Need to Know About Overdrafts and Overdraft Fees

Language that is preceded by a box below is included only if the box is checked or marked with an "X".

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway.

We determine if you have enough money in your account to cover a transaction as follows:

☒ 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.

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.

We can cover your overdrafts as follows:

We have standard overdraft practices that come with your account.

- ☒ We also offer one or more overdraft protection plans which may be less expensive than our standard overdraft practices, such as the following (to learn more, ask us about these plans):
- ☒ A line of credit
  - ☒ A link to another account
  - ☒

This notice explains our standard overdraft practices.

### **What are our standard overdraft practices that come with your account?**

We do authorize and pay overdrafts for the following types of transactions:

- ☒ Checks
- ☒ Checks and other transactions using your checking account number
- ☒ Automatic bill payments

### **Overdrafts caused by ATM and Everyday Debit Card Transactions**

West Shore Bank may pay overdrafts for ATM and one-time debit card transactions even if a consumer has not affirmatively consented or opted in to the institution's overdraft service. If the institution pays such an overdraft without the consumer's affirmative consent, however, it may not impose a fee or charge for doing so. These provisions do not limit the institution's ability to debit the consumer's account for the amount overdrawn if the institution is permitted to do so under applicable law.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.



**What fees will be charged if WEST SHORE BANK pays my overdraft?**

Under our standard overdraft practices the following fees are imposed (if more than one fee is checked, both the first fee checked and any additional fee(s) checked are imposed):

- ☒ We charge a fee of **\$10.00** each time we pay an overdraft.
- ☒ We charge a fee of **\$0.00** each time we pay an overdraft caused by ATM and Everyday Debit Card Transactions.
- ☐ We charge a fee of up to \$    each time we pay an overdraft.
- ☐ We charge a fee of \$    for each day your account is overdrawn.
- ☐ We charge a fee of up to \$    for each day your account is overdrawn.
- ☐ If the account is overdrawn for more than \_\_\_\_ consecutive days, we charge a fee of \$    for each day your account is overdrawn.
- ☐ If the account is overdrawn for more than \_\_\_\_ consecutive days, we charge a fee of up to \$    for each day your account is overdrawn.
- ☒ We will not charge an overdraft fee for balances with a diminimus amount of \$5.00 or less.

One of the following three boxes must be checked or marked with an "X", and if the third is chosen, describe the fee limit:

- ☐ There is no limit to the total fees that we can charge you for overdrawing your account.
- ☒ The maximum number of overdraft fees that we can assess is limited to **4** per day.
- ☐



## SCHEDULE OF FEES AND CHARGES EFFECTIVE JUNE 1, 2022

### DEPOSIT SERVICES

|  |                  |
|--|------------------|
| Activity/Statement Printout.....             | \$5.00           |
| Chargeback (Returned Deposited Item).....    | No Charge        |
| Special Statement Date.....                  | \$5.00           |
| Undeliverable Statement/Returned Mail.....   | \$5.00/item      |
| Additional Statement.....                    | \$5.00           |
| New Deposit Account closed within 90 Days... | \$25.00          |
| Check Orders.....                            | Style Dependent  |
| Stop Payment.....                            | \$35.00          |
| Dormant Account Fee.....                     | \$7.00/Month     |
| Garnishments, Levies and Liens.....          | \$75.00          |
| Savings Overdraft Transfer.....              | No Charge        |
| Debit Card Replacement.....                  | \$7.00           |
| Account Balancing Assistance (\$30 Min)..... | \$30.00/Hour     |
| Re-Open Charged Off Account.....             | \$25.00          |
| Transfers                                    |                  |
| ATM.....                                     | No Charge        |
| Foreign ATM.....                             | \$1.50/Transfer  |
| Online Banking.....                          | No Charge        |
| Telebank.....                                | No Charge        |
| In Person.....                               | No Charge        |
| By Phone (Non Telebank).....                 | \$7.50           |
| Foreign ATM Cash Withdrawal.....             | \$1.50           |
| Counter Checks.....                          | \$1.00/Sheet (4) |
| Deposit Bags                                 |                  |
| Zipper Bags (Small).....                     | \$4.00           |
| Zipper Bags (Large).....                     | \$6.00           |
| Night Depository Bag (Contract Req)          |                  |
| Regular Size (With Lock).....                | \$25.00          |
| Extra Large (With Lock) .....                | \$35.00          |
| Extra Depository Key.....                    | \$5.00           |
| Check Cashing Fee (non-customer, not on us)  | \$10.00          |

### OVERDRAFT AND NSF FEES

|  |                   |
|--|-------------------|
| Overdraft (items paid).....                    | \$10.00           |
| Daily Maximum.....                             | \$40.00 (4 items) |
| NSF Fees (Items Returned) .....                | No Charge         |
| Overdrafts caused by Debit Card/ATM.....       | No Charge         |
| Online Banking Fees (*Non Treasury Management) |                   |
| Online Banking.....                            | No Charge         |
| Bill Pay.....                                  | No Charge         |
| Zelle.....                                     | No Charge         |
| Mobile Banking.....                            | No Charge         |
| Mobile Deposit.....                            | No Charge         |
| eStatements.....                               | No Charge         |

### MISCELLANEOUS SERVICES

|   |                    |
|---|--------------------|
| Cashier's Checks.....                       | \$4.00             |
| Personal Money Order.....                   | \$2.00             |
| Lost/Stolen Official Check Replacement..... | \$35.00            |
| Prepaid Gift Cards.....                     | \$4.00             |
| Prepaid Travel Cards.....                   | \$4.00             |
| Foreign Currency Purchase                   |                    |
| Under \$300 USD.....                        | \$50.00            |
| Over \$300 USD.....                         | \$40.00            |
| Foreign Currency Deposit                    |                    |
| Under \$300 USD.....                        | \$35.00            |
| Over \$300 USD.....                         | \$25.00            |
| Notary Service (non-customer).....          | \$10.00            |
| Account Research.....                       | \$30.00/Hour       |
| Amortization Schedule.....                  | \$15.00            |
| Photo Copies.....                           | \$.25/ea           |
| Fax Services.....                           | \$2.50 Per Request |
| Easy Money Annual Fee.....                  | \$20.00            |
| Collection Fee (not deposited at WSB).....  | \$20.00            |
| Letter of Credit.....                       | \$1.5% (min \$100) |
| Stocks/Bonds Signature Guarantee.....       | \$20.00            |

### WIRE TRANSFER FEES

|                                   |            |
|-----------------------------------|------------|
| Outgoing Domestic Wires.....      | \$25.00/ea |
| Incoming Domestic Wires.....      | \$15.00/ea |
| Outgoing International Wires..... | \$40.00/ea |
| Incoming International Wires..... | \$15.00/ea |
| Wire Investigation.....           | Varies     |

### SAFE DEPOSIT BOX FEES

|   | <u>Auto Debit</u> | <u>No Auto Debit</u> |
|---|-------------------|----------------------|
| 3x4, 3x5, 5x5 Inch                              | \$35.00           | \$40.00              |
| 3x10 & 4x10 Inch                                | \$45.00           | \$50.00              |
| 5x10 & 6x10 Inch                                | \$60.00           | \$65.00              |
| 10.5x10.5 Inch                                  | \$90.00           | 100.00               |
| Lost Key.....                                   |                   | \$25.00              |
| Lock Replacement (Loss of both keys).....       |                   | \$250.00             |
| Drilling by Appointment/Emergency Drilling..... |                   | \$250.00             |
| Forced Entry (Nonpayment of Rent).....          |                   | \$250.00             |
| Late Charge.....                                |                   | \$20.00              |

\*Treasury Management Fees disclosed on Product Agreements.