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# TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT ACCOUNT OPENING INFORMATION** - Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

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

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

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

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

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

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

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

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

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

## **WITHDRAWALS** -

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

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

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

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

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

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

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

We treat all 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 "current" balance. This means an overdraft or an NSF transaction could occur regardless of your account's current balance.

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

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the current balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the current balance. For more information on how holds placed on funds in your account can impact your available balance, 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. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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

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

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

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

**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.

We process and post transactions in the order that they are received during each Business Day and before the noted cutoff time. In some cases, transactions may be batched. Processing data in a "batch" occurs when a data file contains multiple entries instructing the Bank to either credit or debit your account. When transactions are batched, we will process all credit transactions in a batch prior to processing and posting any debit transactions in the same batch. For debit transactions within a batch, we will post the debits in a batch in ascending order. This means we will post from low to high in transaction amounts. On-us checks will be posted by check number. In some cases, an item may be rejected for processing and posting at the time it is received, such as in the event that the account is on hold or an NSF is posted. In these instances, these items will be processed after any batched and on-us items have been processed and posted. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**CHAPTER 167D ACCOUNTS** - Except as indicated below, we do not intend to subject your account to (i) a service, maintenance or similar charge, (ii) a minimum balance requirement, (iii) a charge for a check, deposit or withdrawal, or (iv) a fee for the initial order or subsequent refills of the basic line of checks offered by us if you qualify for the minor or senior citizen fee exemption under Chapter 167D of Massachusetts General Laws. You should notify us if you or your spouse qualify so that we may administer your account accordingly. Despite this exemption, we may assess a fee for certain services in accordance with our published fee schedule, including stop payment orders, wire transfers, certified or bank checks, money orders and deposit items returned, transactions at electronic branches and through other electronic devices, and services not directly associated with the deposit, withdrawal or transfer of funds from any such account; and we may assess you a reasonable charge when payment has been refused because of insufficient funds on any check or other transaction on the account (as permitted by law).

**OWNERSHIP OF ACCOUNT** - These rules apply to this account depending on the form of ownership, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership, 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.

**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. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a



check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

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

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

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

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

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

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

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

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

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

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

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

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

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

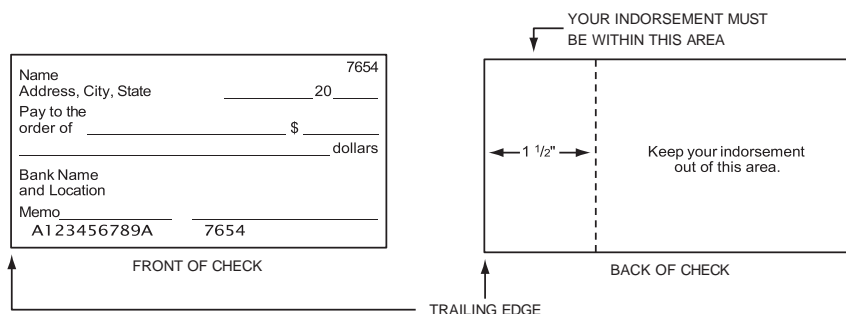
been misused.

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

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

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1½" of that edge.



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

These indorsement guidelines apply to both personal and business checks.

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

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

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

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

#### **ACCOUNT SECURITY -**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account

even though you did not contact us directly and order the payment.

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

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you leave by voicemail or on a telephone answering machine.

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

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

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

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

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

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

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

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

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

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

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

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

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

**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.

**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.

**FDIC INSURANCE** - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. As a reminder, ZYNLO is a division of PeoplesBank and the \$250K coverage is a combined balance across all accounts. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us.

This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of funds transfer agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to

erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

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# ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

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

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

**Telephone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 1-844-996-5622 using your personal identification number, a touch tone phone, and your account numbers, to:

- transfer funds between checking and savings
- get information about:
  - the account balance of deposit accounts

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

- make deposits to checking or savings account(s)
- get cash withdrawals from checking or savings account(s)
  - you may withdraw no more than \$500.00 per day, or your predetermined withdrawal limit, with a debit card
- transfer funds from savings to savings account(s)
- transfer funds from savings to checking account(s)
- transfer funds from checking to checking account(s)
- transfer funds from checking to savings account(s)
- get information about:
  - the account balance of your deposit accounts

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

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

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

- you may not exceed \$2,000.00 in transactions per day, or your predetermined withdrawal limit

**Currency Conversion.** When you use your debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

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

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

**ZYNLO Online Banking Computer Transfers/Mobile Access - types of transfers** - You may access your account(s) by computer using your user identification, your password and internet access; or via the mobile web (or mobile app) using your user identification, your password, and a mobile device, to:

- transfer funds between checking and savings



- make payments from checking to third parties
- get information about:
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts

## FEES

- We do not charge for direct deposits to any type of account.
- Please refer to our Fee Schedule for additional information about fees. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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

## DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-844-996-5622 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, money market and savings accounts.

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

Please refer to our Fee Schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

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

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If the automated teller machine where you are making the transfer does not have enough cash.
- (3) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (5) 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) if you give us written permission.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose up to \$50 if someone used your card and/or code without your permission.

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 the money you lost (up to \$50) 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 period.

• **Additional Limit on Liability for Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

**(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 email address listed in this disclosure. You should also call the number or write to the email 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 email 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 (5 business days for debit card point-of-sale transactions processed by Visa and 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 (5 business days for debit card point-of-sale transactions processed by Visa and 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.

ZYNLO BANK

P.O. Box 267

Powell, OH 43065

Phone: 1-844-996-5622

Email: [support@zynlobank.com](mailto:support@zynlobank.com)

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all deposit accounts.

Our policy is to delay the availability of funds from your cash deposits and check deposits.

During the delay, you may not withdraw the funds in cash and we will not 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. Items presented for Mobile Deposit are not subject to Part B of Reg CC addressing funds availability.

We may in our sole discretion, and without liability to you, refuse any transaction (including checks) for any or no reason or elect to take a check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. **U.S.**

**Treasury checks are not eligible for mobile deposit.**

### DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. 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.

The length of the delay varies depending on the type of deposit and is explained below.

### SAME-DAY AVAILABILITY

Funds from the following deposits to your account will be available on the day we receive the deposit:

- Electronic direct deposits.
- Payroll checks.
- Wire transfers.

### OTHER CHECK DEPOSITS

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

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

Funds you deposit by check may be delayed for a longer period under the following circumstances:

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

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the seventh business day after the day of your deposit.

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

## SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

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

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

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

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

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

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

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

ZYNLO BANK  
P.O. Box 267  
Powell, OH 43065  
1-844-996-5622  
[support@zynlobank.com](mailto:support@zynlobank.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.

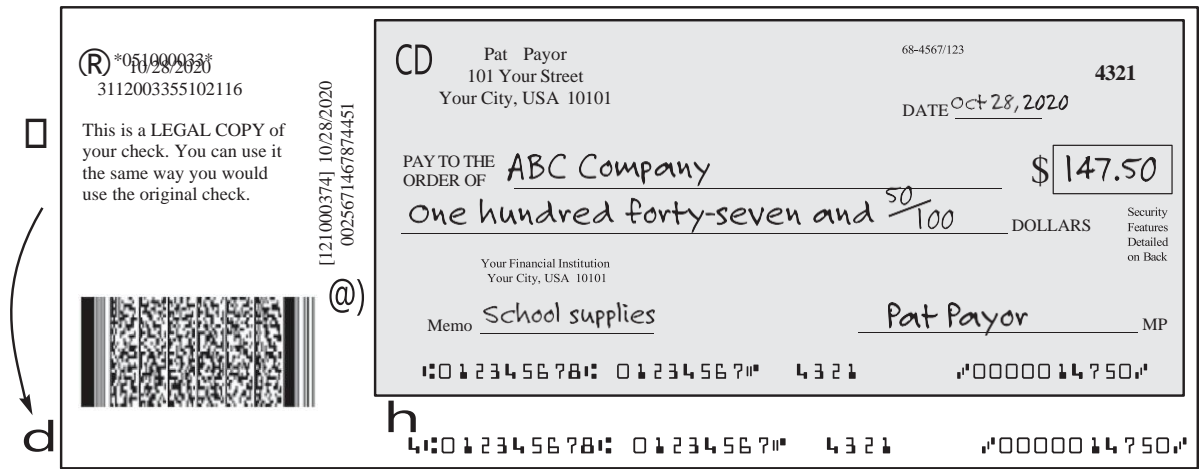
Your claim must include:

- 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 or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.



## 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.



These numbers correspond with the numbers on the Substitute Check Image:

- 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 can 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 MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check 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.

# TRUTH-IN-SAVINGS DISCLOSURE

## TODAY SPENDING ACCOUNT

**Minimum balance to open the account** - You must deposit \$10.00 to open this account.

## MORE SPENDING ACCOUNT WITH ZYNG

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

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

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

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

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$10.00 to open this account.

**Minimum to obtain the APY** - The minimum to obtain the Annual Percentage Yield is \$.01.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks). Fractional interest will not be paid and fractional interest does not accrue and carry over.

**Limitations** - Only one More Spending Account per customer. Must not have had a checking ("spending") account with ZYNLO in the previous 30 days.

**ZYNG Round Up and Match** - Please refer to the ZYNG Terms and Conditions.

## TOMORROW SAVINGS ACCOUNT WITH ZYNG

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

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

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

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

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$10.00 to open this account.

**Minimum to obtain the APY** - The minimum to obtain the Annual Percentage Yield is \$.01.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks). Fractional interest will not be paid and fractional interest does not accrue and carry over.

**ZYNG Round Up and Match** - Please refer to the ZYNG Terms and Conditions.

## ZYNLO MONEY MARKET ACCOUNT

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

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

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

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

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$10.00 to open this account.

**Minimum to obtain the APY** - The minimum to obtain the Annual Percentage Yield is \$.01.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks). Fractional interest will not be paid and fractional interest does not accrue and carry over.

## ZYNLO MORE MONEY MARKET ACCOUNT

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

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

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

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

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$10.00 to open this account.

**Minimum to obtain the APY** - The minimum to obtain the Annual Percentage Yield is \$.01.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks). Fractional interest will not be paid and fractional interest does not accrue and carry over.

**LIMIT ONE ZYNLO MONEY MARKET ACCOUNT PER TAX OWNER.**

### **ZYNLO 10 Month Certificate of Deposit**

**Account Description** – A low risk savings option allowing you to save money for a specified period of time.

**Rate Information** – The interest rate for this account is determined at the discretion of the Bank and is fixed for the term of the certificate.

**Time Requirements** – 10 months.

**Minimum Balance** – You must deposit at least \$500.00 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield** – You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. If your balance falls below \$500.00 for one day, you will not receive interest for that day.

**Accrual of Interest on Noncash Deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** – 1) You may not make any deposits into your account before maturity.

2) You may make withdrawals of principal from your account before maturity. Early withdrawal penalties may apply.

3) You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Early Withdrawal Penalties** – A penalty may be imposed for withdrawals before maturity. The penalty will be three months' interest on the amount withdrawn, calculated at the rate in effect at the time of withdrawal.

**Withdrawal of Interest Prior to Maturity** – The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Time Account** – Your Certificate of Deposit will automatically renew to a 10-month CD at maturity. The rate of the renewal CD will be based on the current rates being offered by the bank at that time. You may prevent renewal if you withdraw the funds in the account at maturity (or within any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity. You will have ten calendar days after maturity to withdraw the funds without a penalty.

### **ZYNLO 12 Month Certificate of Deposit**

**Account Description** – A low risk savings option allowing you to save money for a specified period of time.

**Rate Information** – The interest rate for this account is determined at the discretion of the Bank and is fixed for the term of the certificate.

**Time Requirements** – 12 months.

**Minimum Balance** – You must deposit at least \$500.00 to open this account.

**Minimum Balance to Obtain the Annual Percentage Yield** – You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily Balance Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. If your balance falls below \$500.00 for one day, you will not receive interest for that day.

**Accrual of Interest on Noncash Deposits** – Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction Limitations** – 1) You may not make any deposits into your account before maturity.

2) You may make withdrawals of principal from your account before maturity. Early withdrawal penalties may apply.

3) You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Early Withdrawal Penalties** – A penalty may be imposed for withdrawals before maturity. The penalty will be three months' interest on the amount withdrawn, calculated at the rate in effect at the time of withdrawal.

**Withdrawal of Interest Prior to Maturity** – The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically Renewable Time Account** – Your Certificate of Deposit will automatically renew to a 10-month CD at maturity. The rate of the renewal CD will be based on the current rates being offered by the bank at that time. You may prevent renewal if you withdraw the funds in the account at maturity (or within any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity. You will have ten calendar days after maturity to withdraw the funds without a penalty.

### **COMMON FEATURES**

**Overdraft Fee Transaction Categories** - The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

Please refer to our Fee Schedule for additional information about charges and our Rate Sheet for interest rate and annual percentage yield.

**Inactive Accounts:** A checking, savings and money market account (excludes the Security Deposit Account, IRA Account(s) and Certificates of Deposit) will be considered inactive if there is no customer initiated activity 365 days. An Account Inactivity Fee may be imposed during each statement period on an inactive account if the average monthly balance is less than \$2,500.00.

If your account remains inactive for a period of three years, an escheatment service charge will be imposed and the remaining funds in your account will be surrendered to the state as unclaimed property.

**Fees:** Please refer to our Fee Schedule for additional information about charges.

**Automatic closeout:** Any savings, checking, money market or Certificate of Deposit account that maintains a zero balance will close out after 90 calendar days. Accounts that maintain a negative balance will close out after 30 calendar days.

# TRUTH-IN-SAVINGS DISCLOSURE

## **“ZYNG” Terms and Conditions**

“ZYNG” is an add-on feature available on an eligible Today Spending Account or More Spending Account when you also have a Tomorrow Savings Account. The ZYNG feature includes two components: a round up component that is based on debit card point-of-sale purchases from your Today Spending Account or More Spending Account, and a matching savings component credited by ZYNLO to your Tomorrow Savings Account. The round up component initiates an automatic transfer to your Tomorrow Savings Account when you use your ZYNLO debit card for point-of-sale purchases. The amount of the transfer is equal to the difference between the amount of your debit card point-of-sale purchase transaction and the next full dollar amount (the “change”). So, when you use your ZYNLO debit card for a point-of-sale purchase, ZYNLO “rounds up” the amount of the purchase and transfers the change from your Today Spending Account or More Spending Account to your Tomorrow Savings Account. The matching savings component, described below under the heading “Account Matching,” initiates a credit to your Tomorrow Savings Account when ZYNLO transfers the change from a point-of-sale purchase to your Tomorrow Savings Account. Only debit card point-of-sale transactions are eligible for ZYNG.

Enrollment is available during the account opening process only and requires that you open both a Today Spending Account or More Spending Account and a companion Tomorrow Saving Account. In order to be eligible for the ZYNG feature, the tax owner and non-tax owners of the accounts must be identical on both the Today Spending Account or More Spending Account and the Tomorrow Savings Account. In addition, you must also agree to enroll for our e- Documents service, which will be used to deliver electronic versions of your statements and other important account notices to you. Please note that you must contact ZYNLO to cancel your ZYNG service. You may do so by calling 1-844-996-5622. If you later choose to cancel the eDocuments service, your ZYNG service will be automatically cancelled.

You must have sufficient available funds in your Today Spending Account or More Spending Account to initiate a ZYNG transaction. We will not transfer the change from a round up if the amount of the change is more than the amount of your available balance in your Today Spending Account or More Spending Account, nor will we initiate an account match if an eligible round up transaction does not occur due to insufficient available funds. It is possible to create insufficient funds on your Today Spending Account or More Spending Account as a result of ZYNG automatic round up transactions. Transfers to your Tomorrow Savings Account occur in real time once the qualifying debit card point-of-sale transaction has been processed through your account and therefore reduced the amount of available funds as a result. It is important that you keep track of your account transactions and the balance of available funds in your account.

### **Account Matching**

We will match 100% of eligible round up transfers made under ZYNG for the first 100 calendar days after the date on which you open a Today Spending Account or More Spending Account with ZYNG by crediting your Tomorrow Savings Account in an amount equal to each eligible round up transfer made to your account.

Thereafter, we will match 100% of eligible round up transfers on this account by crediting your Tomorrow Savings Account in an amount equal to 100% of each eligible round up transfer (rounded up to the nearest whole cent) made to your account if you maintain an average daily balance of \$3,000 in your Today Spending Account or \$3,000 in your More Spending Account. If the average daily balance falls below \$3,000 in your Today Spending Account or \$3,000 in your More Spending Account on any day in a calendar month, we will match 25% of eligible round up transfers in the following month by crediting your Tomorrow Savings Account in an amount equal to 25% of each eligible round up transfer (rounded up to the nearest whole cent). The determination of your eligibility for a 100% match or a 25% match on any eligible round up transfer is based on the preceding month’s average daily balance in your Today Spending Account or More Spending Account. For example, if the average daily balance in your More Spending Account is greater than or equal to \$3,000 each day in January, then you would be eligible for the round up match rate of 100% for each eligible round up transfer in February. However, if the average daily balance in your More Spending Account is less than \$3,000 on one or more days in January, then you would be eligible for the round up match rate of 25% for each eligible round up transfer in February. Matches are applied in real time, and your match percentage is recalculated each month based on the ADB from the prior statement cycle. If your balance qualifies again, you can return to the 100% match. Anything greater than or equal to half a cent is rounded up to the nearest cent and anything less is truncated. Matching funds are paid only on accounts in good standing that remain open, and enrolled, in ZYNG.

Matching transactions will be credited to your Tomorrow Savings Account the day the qualifying debit card point-of-sale transaction appears in your transaction history. We may cancel or modify the round up transfer service or any matching credit feature at any time.

Matching funds will be reported to the IRS as dividends on Form 1099.

ZYNLO reserves the right to monitor and assess ZYNG Match transactions for unusual and unnatural use of this benefit. At our sole discretion, ZYNLO may determine that an account has displayed unusual or unnatural use of the ZYNG benefit. Once an account has been identified for using ZYNG in an unnatural manner based on typical customer behavior, ZYNLO reserves the right to (1) remove the account from any and all promotions and campaigns, (2) implement a pause, or pursue closure of the account, and (3) reclaim any ZYNLO Match contributions associated with transactions deemed unnatural or in violation of the ZYNG program.



# ZYNLO ONLINE BANKING AGREEMENT

This Online Banking Agreement is provided by ZYNLO Bank, a division of PeoplesBank of Holyoke, MA, (hereinafter “ZYNLO” or the “Bank”), member of the Federal Deposit Insurance Corporation (“FDIC”) on behalf of NYMBUS Inc. (“NYMBUS”), the program partner responsible for managing ZYNLO accounts.

## Definitions

“*Account*” and “*Accounts*” refer to your accounts at the Bank that you designated, and we approved, for use through ZYNLO Online Banking Services. Your accounts at the Bank that may or may not have been designated and approved for use through ZYNLO Online Banking Services are referred to as “*account(s)*.”

“*Business Days*” are Monday through Friday, excluding Bank holidays.

“*Cutoff Time*” means 11:00 P.M. Eastern Standard Time (“EST”); 8 P.M. EST for bill payment, account to account transfers and person to person transfers; and 2 P.M. EST for expedited payments.

“*Instructions*” means information, including a request or order, provided by you to us for Payments, Transfers, to stop payment on a check or perform another type of transaction. You submit Instructions to us when, using ZYNLO Online Banking Services you, (i) transmit a request or order to us to Transfer funds, make a Payment, stop payment on a check or perform another type of transaction; and (ii) schedule a Transfer, Payment or another type of transaction.

“*Payee*” refers to the person, business or other entity to whom a payment is directed.

“*Payment*” refers to the withdrawing of funds from your Account and the transferring of those funds to a Payee.

“ZYNLO Online” or “ZYNLO Online Banking Services” refers to certain services, specified from time to time that are accessed via the Bank’s designated Site.

“*Scheduled Payment Date*” means the day on which you have instructed the Bank to begin to initiate a Payment. This date is not the date that your payment is due to a Payee, nor the date a Payee will necessarily receive the funds.

“*Scheduled Transfer Date*” means the day on which you have instructed the Bank (via an Instruction) to begin to initiate a Transfer. This may not necessarily be the same date that the funds are actually transferred into another of your accounts.

“*Site*” refers to the internet website designated by the Bank as the website through which you access ZYNLO Online Banking Services.

“*Transfer*” refers to the internal transfer of funds from one of your Accounts held at the Bank to another of your Accounts held at the Bank.

The terms “*we*,” “*us*” and “*Bank*” refer to NYMBUS and/or ZYNLO or any affiliate, agent, independent contractor or designee that we may, at our sole discretion, involve in the provision of ZYNLO Online Banking Services.

The terms “*you*” and “*your*” refer to the user of ZYNLO Online Banking, whether singular or plural, who: (1) is an individual or entity that is the owner of an account or a party-in-interest of an account at the Bank or (2) is an individual authorized by the account owner(s) or a party-in-interest to view account information and/or effect transactions in an account.

## General

This ZYNLO Online Banking Agreement (“Agreement”) contains provisions governing your access to and use of ZYNLO Online Banking Services, accessible via a designated internet website, which you may use to access certain of your accounts held at the Bank and conduct certain other banking transactions at the Bank. In addition to this Agreement, you agree to be bound by and comply with such other written requirements that we may furnish to you in connection with ZYNLO Online Banking Services and any other services and/or content that may be accessed via ZYNLO Online Banking Services, including but not limited to your agreements covering your accounts with the Bank (“Account Agreement(s)”), and with all applicable laws, regulations and rules. In the event of a conflict between the terms of this Agreement and your applicable Account Agreements with the Bank, the terms of your Account Agreement will control, except as may be otherwise stated herein. Please review your Account Agreement, which contains important legal terms and conditions and legally required disclosures about Electronic Funds Transfers and Funds Availability, as well as other important matters.

In order to use ZYNLO Online Banking Services you must also agree to ZYNLO Electronic Communications Agreement which provides, among other things, that you consent to receive certain information electronically and includes software and hardware requirements. Withdrawal of your consent to receive communications electronically, as provided in the ZYNLO Electronic Communications Agreement, shall terminate this Agreement and your access to ZYNLO Online Services.

## Agreement

When you use or access, or permit any other person(s) or entity to use or access ZYNLO Online Services, you agree to the terms and conditions in this Agreement.

We may amend or change this Agreement (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail or by posting the updated terms on the site. Please access and review this Agreement

regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the ZYNLO Online Banking Services. Your use of the ZYNLO Online Banking Services after we have made such changes or amendments available constitutes your agreement to the change and to pay any applicable fees.

From time to time, we may revise, add new features to or update the ZYNLO Online Banking Services. We reserve the right to terminate your use of prior versions of ZYNLO Online Banking Services, and to limit access to more recent revisions and updates. We also reserve the right to suspend your use of ZYNLO Online Banking Services after six months of inactivity. If any expanded services are made available to you via ZYNLO Online Banking Services, you agree that any additional or modified services are also subject to this Agreement, as it may be amended.

ZYNLO Online Banking Services provides you online access to a variety of content, products and services via a designated website. We grant to you, for your personal or internal purposes only, a nonexclusive, limited and revocable right to access and use the ZYNLO Online Banking Services. You agree not to use the ZYNLO Online Banking Services for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of the ZYNLO Online Banking Services without our prior written consent. You agree to use ZYNLO Online Banking Services solely as provided in this Agreement. When any Transfer, Payment or any other transaction generates items to be charged to your Account(s), you agree that we may debit your Account(s) without requiring the signature of an authorized signer for the Account(s). Additionally, if you transmit Instructions to us using ZYNLO Online Banking Services, you authorize us to accept, at your discretion, your electronic request as though it was made in writing and signed by you.

### **Eligibility**

To use ZYNLO Online Banking Services, you must have at least one eligible Bank account. We reserve the right, in our sole discretion, to determine your eligibility to use any of the ZYNLO Online Banking Services. Only those accounts designated by you and approved by us, in our sole discretion, may be accessed through ZYNLO Online Banking Services. We reserve the right to restrict the use of the ZYNLO Online Banking Services for one or more types of accounts or transactions, and to impose other limits or restrictions on the use of the ZYNLO Online Banking Services. You can only designate accounts for access through ZYNLO Online Banking Services for which you are an authorized signatory. You cannot use ZYNLO Online Banking Services to make transactions from accounts where more than one signature is required for withdrawal.

### **Fees and Charges**

There is currently no additional fee or charge for use of ZYNLO Online Banking Services. However, when you use ZYNLO Online Banking to obtain certain products and services, such as to request a stop payment of a check, you are subject to all fees and charges that apply to those products and services and to your Account(s), as set forth in your Account Agreement or other documentation made available to you by the Bank.

### **Computer Equipment, Software and Internet Services**

You are responsible for obtaining, installing, maintaining and operating all connections, software (including, but not limited to any personal financial management software, if any), hardware or other equipment necessary for you to securely access and use ZYNLO Online Banking Services (collectively, "Your Systems"). This responsibility includes, without limitation, your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware and Internet security software. You are additionally responsible for obtaining Internet services via the Internet service provider of your choice, for any and all fees imposed by such internet service provider and any associated communications service provider charges.

You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and you hereby expressly assume such risks, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for the data security of Your Systems used to access ZYNLO Online Banking Services, and for the transmission and receipt of information using Your Systems.

You acknowledge that you have requested ZYNLO Online Banking Services for your convenience, have made your own independent assessment of the adequacy of the internet and Your Systems, and that you are satisfied with that assessment.

We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or Your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for Your Systems. We make no endorsement of any specific software, hardware or Internet service provider, and your use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of this Agreement.

### **Password & Security**

A password and user ID are needed to use ZYNLO Online Banking Services (referred to hereafter as a "Password" and a "User ID"), as well as other information (referred to as "Security Information") that we may specify from time to time. Your access to ZYNLO Online Banking Services will be denied if you do not enter the correct User ID, Password or, if applicable, Security Information.

To prevent unauthorized access to your Account(s) and to prevent unauthorized use of ZYNLO Online Banking Services, you agree to: (a) protect and keep confidential your User ID, Password, Security Information and any other information or items needed to access ZYNLO Online Banking Services; (b) assume and accept all liability that legally can be imposed on you for each use of your User ID, Password and/or Security Information whether or not such use was authorized by you; and (c) immediately notify us if you have reason to believe your Password, User ID, Security Information, or any other information or items that may allow access to ZYNLO Online Banking Services has been lost, stolen or otherwise compromised, or if you have reason to suspect that unauthorized access to your Account(s) has occurred or will occur through ZYNLO Online Banking Services.

### **Available Services**

You must meet certain eligibility requirements to use each of the ZYNLO Online Banking Services. The following is a non-exhaustive list of the ZYNLO Online Banking Services that are currently available:

- Account Access Services
- Transfer Services
- Bill Payment Services
- Person to Person Transfers
- Mobile Deposit

Below are provisions that apply to use of each of these ZYNLO Online Banking Services.

### **Account Access Services**

Account information provided to you as part of the ZYNLO Online Banking Services Account Access Services, is not an official record of your Account or its activity. Your Account statement(s) furnished to you in electronic format will remain the official record of your Account(s).

Unless otherwise indicated, the balance information displayed through ZYNLO Online Banking Services is the current available funds balance for your Account. Transaction history that you obtain through the ZYNLO Online Banking Services is current as of the close of business on the preceding Business Day.

### **ZYNLO Online**

You may use personal financial management software ("PFMS"), such as Microsoft® Money, Quicken® or Quickbooks®. You agree not to use PFMS to perform transactions in connection with ZYNLO Online Banking. PFMS may only be used to download information from your Accounts through ZYNLO Online Banking Services. Without limiting any other provisions herein, you agree that we have no liability or obligation related to your use of any PFMS, and your use of PFMS is solely at your own risk. We make no representations whatsoever regarding any PFMS. We do not grant any rights, licenses or permissions to use any PFMS, any such rights, licenses or permissions must be obtained by the respective third party. Use of PFMS to perform transactions and/or connect directly to your accounts is governed by a separate agreement.

### **Transfer Services**

You can use the Transfer Services to transmit Instructions to the Bank to Transfer funds between your Accounts that have common owners. Accounts that funds are transferred from, and accounts that funds are transferred to must both be eligible accounts.

Transfers may be "immediate" (requested to occur on the same day Transfer Instructions are initiated) or "scheduled" (to occur on a future date) on a one-time or recurring basis. By initiating an immediate Transfer or by scheduling a Transfer, you are instructing us to withdraw funds from your Account(s) on the requested date and to transfer those funds to another of your Accounts in accordance with your Instructions. Recurring Transfers are those made for the same dollar amount on the same date each month. Recurring Transfers cannot be scheduled more than 365 days in advance, unless the first scheduled Transfer is due within 365 days from the date it was originally scheduled. Transfers can only be made from a transfer account. By providing the Bank with information pertaining to Transfers, you authorize us to follow the Instructions that we receive from you and to rely on the accuracy of all information that you provide us. It is your responsibility to update the information related to Transfers if there are any changes.

Immediate Transfers are typically processed on the same Business Day the Transfer Instructions are initiated, provided Instructions are sent prior to the Cutoff Time. Scheduled Transfers that are scheduled at least one day in advance of the Scheduled Transfer Date are typically processed on the same Business Day as the Scheduled Transfer Date. However, you understand that due to circumstances beyond our control and/or in accordance with the provisions of this Agreement, Transfers may be processed after the dates provided in this paragraph. We are not liable for any late Transfers except as expressly provided in this Agreement.

### **Bill Payment Services**

You can use the Bill Payment Services to initiate a Payment to a Payee in the United States using funds from your Account(s). You may not use the Bill Payment Services to initiate tax-related payments, court-related payments or payments to Payees outside of the United States.

Of note, it is a requirement for us of this product that consumers use it solely for personal, family, or household purposes and not for any business or commercial purposes. Payments can be scheduled on a one-time or recurring basis. By scheduling a Payment, you are instructing us to withdraw funds from your Account(s) on the Scheduled Payment Date to make a Payment in accordance with your Instructions. Recurring Payments are those made for the same dollar amount on the same date each month. Recurring Payments cannot be scheduled more than 365 days in advance, unless the first scheduled Payment is due within 365 days from the date it was originally scheduled. Bill Payments can only be made from a demand deposit Account or a money market Account. If you use more than one Account to make Payments, you must designate, each time you schedule a Payment, the Account from which the Payment is to be made.

By providing the Bank with the names and account information of persons to whom you wish to make Payments, you authorize us to follow the Instructions that we receive from you and to rely on the accuracy of all information that you provide us. It is your responsibility to update the Payee and related contact and account information if there are any changes. It remains at our sole discretion to determine the appropriate method for processing Payments to Payees; we may choose to make Payments electronically or by check.

You must select a Scheduled Payment Date and/or transmit your Payment Instructions to us at least five Business Days in advance of your Payment due date to help ensure Payment is received by the Payee in a timely manner. While it is anticipated that most transactions will be processed and completed on the next Business Day after the Payment is scheduled to be made, you understand that, due to circumstances beyond our control, including but not limited to delays in handling and posting payments by slow responding Payees or financial institutions,

some transactions may take a day or even a few days longer to be credited to you by your Payee. We are not liable for any late payments except as expressly provided in this Agreement. See the "Our Liability" section of this Agreement.

#### **Disclosure of Account Information to Third Parties**

We may disclose information to third parties about your Account(s) or the Payments and/or Transfers you make:

1. As necessary to complete transactions;
2. In connection with the investigation of any claim you initiate;
3. To comply with government agency or court orders;
4. In accordance with your written permission; or
5. As otherwise permitted by the terms of our privacy policy.

Our privacy policy, which includes details about our information sharing practices was provided to you when you opened your Account(s). You authorize us to obtain additional information from a Payee, financial institution or other third party to resolve Payment or Transfer problems or to complete a Payment or Transfer.

#### **Limitations on Transfers and Payments**

Please refer to your Account Agreement(s) for full details as to the limitations on the amount and frequency of Transfers and Payments. For security reasons, we may impose additional limits on the dollar amount of Payments or Transfers from your Account(s) from time to time, in our sole discretion, without prior notice to you.

#### **Limitations on the Frequency of Transactions on Money Market and Savings Accounts**

Any Transfer or Payment made from any of your money market and savings accounts by using the ZYNLO Online Banking Service is a restricted transfer subject to certain limitations. Please refer to your Account Agreement(s) for full details.

#### **Foreign Transactions**

No payments may be made to payees outside the United States. Additional limitations may be contained in this Agreement. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Bank or by applicable law.

#### **Transfer and Payment Processing**

Transfers or Payments will only be made if there are sufficient available funds in your Account(s) on the date the Bank begins to process the transaction. Therefore, if the dollar amount of your Transfer request is not available on the date the Bank begins to process the transaction, no portion of the transfer will be completed. The amount of each Transfer or Payment will be debited from your Account(s) at the time the Transfer or Payment is processed. The amount of funds available will be determined in accordance with the applicable Account Agreement(s) governing the Account(s).

#### **Incomplete Transfers or Payments**

We reserve the right to refuse to complete a Transfer or Payment for any reason, including instances where there are not sufficient available funds in your Account to cover the transaction or we, in good faith, believe the Transfer or Payment may be fraudulent, erroneous, illegal, in violation of this Agreement or suspicious.

#### **Mobile Deposit Service**

Your use of ZYNLO Mobile Deposit Service ("Mobile Deposit Service") is governed by the terms of this Agreement. By completing the registration process or by using or continuing to use Mobile Deposit you are acknowledging your election to use the Mobile Deposit Service. You acknowledge that messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity.

We may, in our sole discretion, and without liability to you, refuse any transaction (including checks) for any or no reason or elect to take a check on a collection basis only. We reserve the right to charge back to your account, at any time, any item that we subsequently determine was an ineligible item. We are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item. **U.S Treasury checks are not eligible for mobile deposit.**

- Mobile Deposit Service Description.** The Mobile Deposit Service allows you to use the downloadable application to make deposits to your Accounts from home, office, or other remote locations (individually a "Mobile Deposit"; collectively "Mobile Deposits") by taking photos of the front and back of original checks and transmitting the digital images ("Images") and associated deposit information to us or our processor with your Mobile Device.
- Limits.** We may establish daily and 30-calendar day rolling limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. The 30-calendar day limits are calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. You can request a temporary limit increase by contacting Customer Support, but ZYNLO reserves the right to deny this request. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limits may be obtained by contacting the Bank. Bank reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.
- Business Days.** "Business Days" are Monday – Friday, excluding holidays that the Bank is closed, as further set forth in your Online Banking and Mobile Access Service Agreement.
- Provisional Credit and Funds Availability.** After acceptance of the Mobile Deposit, Bank shall process the Mobile Deposit along with other transactions received prior to the Cut-Off Time, defined below, by Bank and grant your Account Provisional Credit (as herein



defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that the credit is made to your Account subject to final payment of the Check Image and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, Bank may hold funds for the period of time permitted by Bank's funds availability disclosure. Mobile Deposit funds for Mobile Deposits made before the Cut-Off Time are available in accordance with our Funds Availability Disclosure contained in the Deposit Account Agreement.

- (e) **Checks Deposited and Security Interest.** You hereby agree that you will only scan and deposit a check(s) as the term check is defined in Regulation CC issued by the Board of Governors of the Federal Reserve System (12 C.F.R. Part 1005) ("Reg CC"). You agree that the Image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Bank's then current procedures pertaining to the Mobile Deposit Service ("Procedures") or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (f) are U.S. Treasury checks (h) are checks issued by an insurance company, and (g) are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Account Agreement (Checks described in clauses (a) through (g) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments. You grant Bank a security interest in all Accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Agreement. This security interest will survive termination of this Agreement.
- (f) **Requirements.** Each Image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve System (the "Federal Reserve"), and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the Check and include your signature and your account number and "FOR MOBILE DEPOSIT ONLY." You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.
- (g) **Receipt of Deposit.** All Images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement and any amendments to such Deposit Account Agreement. To be eligible for processing on the day transmitted, Mobile Deposits must be received and approved by Bank on or before the cut-off time established by Bank from time to time (the "Cut-Off Time") on a Business Day that the Bank is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Bank. When we receive an Image, we will confirm that you have submitted the Image via a message displayed on your Mobile Device. The message will advise you that we have either accepted or rejected your Mobile Deposit or that your Mobile Deposit needs to be reviewed. You agree that Bank has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. It is your responsibility to check notifications from the Bank for any rejected submissions and contact the Bank to address the reason for such rejection. You acknowledge and agree that Bank shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Bank shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Bank. You also agree to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission.
- (h) **Original Checks.** After you have received confirmation that your Mobile Deposit has been approved for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of thirty (30) calendar days from the date of the Image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an Image using a method of destruction that will result in the paper based item being unprocessable and all sensitive personal and financial information undecipherable. You hereby indemnify Bank for, and hold Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Bank upon request.
- (i) **Contingency Plan.** You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Bank, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by Bank until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Bank shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Mobile

Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

- (j) **Returned Deposits.** If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, you understand and agree that, since you either possess the original Check or have destroyed it in accordance with the original Check provisions in this Agreement, the original Check will not be returned, and Bank may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Bank, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you.
- (k) **Your Warranties.** You make the following warranties and representations with respect to each Image submitted for Mobile Deposit:
- (a) **Checks Deposited.** Each Image transmitted by you to Bank is in accord with and complies with the terms, conditions and procedures of this Agreement, the Procedures and the Deposit Account Agreement;
- (b) **Image Quality.** Each Image transmitted by you to Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- (c) **Accuracy of Information.** All data and other information submitted by you to Bank, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
- (d) **No Duplicates.** Each Image submitted to the Bank complies with your agreement not to: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image to Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Check from which the Image was created or a duplication (whether paper or electronic, including ACH entries) of such Check;
- (e) **No Loss.** No subsequent transferees of the Check or Checks, including but not limited to Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
- (f) **Information.** All information provided by you to Bank is true, complete and accurate in all respects;
- (g) **Authority and Legality.** (i) This Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- (h) **No Litigation.** There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- (i) **Transactions.** Each Image submitted to the Bank and related transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- (j) **Compliance.** Each Image submitted to the Bank is in compliance with this Agreement, the Procedures, and the Rules.
- (k) **Indemnity.** You will honor your agreement to and will indemnify Bank for, and hold Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and Bank, including, but not limited to, the ZYNLO Deposit Account Agreement, and the terms of this paragraph shall survive the termination of this Agreement.

#### **Your Liability**

In general, when you transmit Instructions to us through the ZYNLO Online Banking Services with your User ID and Password and Security Information, as applicable, to make a Payment or Transfer, you authorize us to credit and/or charge your Account(s) for the amount detailed in the Instructions. You are liable for all transactions, whether or not authorized by you, initiated through the ZYNLO Online Banking Services using your User ID, Password and/or Security Information, to the extent permitted by applicable law.

#### **Unauthorized Transactions for Consumer Deposit Accounts Only**

Please refer to your Account Agreement(s) for full details regarding your liability for unauthorized transfers. Please refer to your Account Agreement(s) for full details regarding the procedure to use in the event of suspected errors relating to your Accounts,

#### **Indemnity**

You acknowledge and agree that you are personally responsible for your conduct while using and related to the ZYNLO Online Banking Services and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to the following: (i) your use of the ZYNLO Online Banking Services; (ii) the use of the ZYNLO Online Banking Services by anyone using your User ID, Password or Security Information; (iii) your violation of this Agreement or any applicable law or regulation; or (iv) your violation of or infringement on rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

#### **Risk of Loss**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you transmitted, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than through ZYNLO Online Banking Services to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

### **Our Liability**

#### **ZYNLO Online Banking Services Bill Payment Guarantee**

The following limited guarantee applies ONLY to Payments that are made from consumer deposit Accounts and Payments may be made only to payees with U.S. payment addresses.

We will use reasonable efforts to make your Payments properly. If you follow the terms and conditions described in this Agreement, your Account Agreement(s) and other instructions provided to you (including but not limited to initiating your Payment at least five (5) business days in advance of the due date), and we fail to process a Payment on the Scheduled Payment Date, we will bear responsibility for the late charges or penalties that you incur from the third party to whom payment was due, up to a maximum of fifty dollars (\$50.00) provided your account was in good standing and was in good standing prior to any incident. We will not be liable for any Payment, including any late charges or penalties, if you do not comply with the terms and conditions of this Agreement, your Account Agreement(s) and other instructions provided to you, or if you enter into any agreement where the purpose is to generate late payment fees.

### **Our Liability for Making Payments or Transfers**

We have no obligation to make Payments or Transfers, and shall incur no liability or obligation for late charges or penalties, except as provided herein or required by applicable law, if we are unable to complete any Payments or Transfers that you initiate using ZYNLO Online Banking Services due to circumstances, including but not limited to the following:

1. Your Account is closed, does not contain sufficient available funds to complete the Payment or Transfer, is subject to legal process or otherwise encumbered;
2. The ZYNLO Online Banking Services are not working properly, are unavailable or have been interrupted;
3. Your equipment, software or communications connection is not working properly;
4. The Payee mishandles or delays a Payment sent by us, or the Payment is delayed or mishandled by the United States mail;
5. You do not provide us with the correct names, telephone number, account information or any other information necessary to effect a Payment or Transfer, or you otherwise fail to comply with applicable requirements;
6. Circumstances beyond our control (such as, but not limited to fire, flood, or interference from an outside force, strikes, lockouts, acts of governmental authorities, delays of couriers or supplies, communications equipment failures, service interruptions on the Internet or through your Internet service provider, or equipment malfunctions that occur despite ordinary maintenance) that prevent the proper execution of the transaction;
7. This Agreement has been terminated;
8. Applicable law prevents the completion of the Payment or Transfer;
9. We believe in good faith that the Payment or Transfer may be unauthorized, in error, fraudulent, illegal, in violation of this Agreement or otherwise suspicious; or
10. Unusual or extraordinary circumstances that indicate improper or unlawful use of your Account(s).

The above list of examples is meant to illustrate the circumstances under which we would not be liable for failing to make a Transfer or Payment and is not intended to list all of the circumstances where we would not be liable.

Provided none of the circumstances stated above are applicable, if we cause an incorrect amount of funds to be removed from your Account or cause funds from your Account to be directed to the incorrect Payee, and such action was solely a direct result of a bona fide error on our part, we shall be responsible for returning the improperly transferred funds to your Account(s) and for directing any previously misdirected Payments to the correct Payee.

Notwithstanding anything in this Agreement to the contrary, we make no guarantee or representation that ZYNLO Online Banking Services will be uninterrupted or error-free. Our sole obligation to you, arising out of non-availability, interruption or delay in providing the ZYNLO Online Banking Services, shall be to use commercially reasonable efforts to resume the ZYNLO Online Banking Services.

The provisions in this "Our Liability for Making Payments or Transfers" section shall survive termination of this Agreement.

### **Entire Liability**

THE PROVISIONS CONTAINED IN THE PRECEDING PARAGRAPHS UNDER THE HEADING "OUR LIABILITY" CONSTITUTE OUR ENTIRE LIABILITY TO YOU AND YOUR EXCLUSIVE REMEDY TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT SHALL WE, OR ANY OF OUR AGENTS OR SUBCONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF WE ARE ADVISED OF THE POSSIBILITY) ARISING IN ANY WAY OUT OF OR RELATED TO THE ZYNLO ONLINE BANKING SERVICES OR ANY SYSTEMS, SOFTWARE AND/OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY INSTALLATION, MAINTENANCE, CONFIGURATION OR COMPATIBILITY ISSUES RELATED THERETO; MECHANICAL OR ELECTRONIC EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE INTERNET AND COMMUNICATION LINES; ACCESS TO AND USE OF THE ZYNLO ONLINE BANKING SERVICES; YOUR SYSTEMS; AND FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH COMMUNICATIONS NETWORKS. THE BANK IS NOT LIABLE FOR ANY DAMAGES OR LOSS THAT MAY BE CAUSED TO ANY SYSTEM, EQUIPMENT AND/OR SOFTWARE DUE TO ANY MALICIOUS CODE, VIRUSES, DEFECTS OR MALFUNCTIONS, INCLUDING BUT NOT LIMITED TO ANY LOSS OF INFORMATION. YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

The provisions in the "Entire Liability" section shall survive termination of this Agreement.

**Exclusion of Warranties**

THE ZYNLO ONLINE BANKING SERVICES AND ALL RELATED DOCUMENTATION, SERVICES AND INFORMATION INCLUDED IN OR ACCESSIBLE FROM THE SITE IS PROVIDED ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AS TO THE ZYNLO ONLINE BANKING SERVICES, RELATED DOCUMENTATION AND ALL INFORMATION INCLUDED IN OR ACCESSIBLE FROM THE SITE. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ZYNLO ONLINE BANKING SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

The provisions of this "Exclusion of Warranties" section shall survive termination of this Agreement.

**Notices and E-mail**

You agree that you will not send any confidential information to us via e-mail. You agree that by using ZYNLO Online Banking Services, all notices or other communications which we may be required to give you arising from our obligations under this Agreement or ZYNLO Online Banking may be sent to you via regular mail or electronically in accordance with ZYNLO and ZYNLO Online Banking Disclosure and Consent Agreement, which you must agree to in order to use ZYNLO Online Banking Services.

**Address Changes**

You agree to notify us promptly, by phone or email, of any change of address at:

ZYNLO Bank  
P.O. Box 267  
Powell, OH 43065  
Email: [support@zynlobank.com](mailto:support@zynlobank.com)  
Phone: 1-844-966-5622

**Agreement Termination**

This Agreement shall remain in effect until you or we terminate it. We may terminate or suspend this Agreement for any reason at any time without prior notice. You agree that we may, from time to time and at our sole discretion, limit, suspend, discontinue or change the ZYNLO Online Banking Services, in whole or in part. You will be notified of any such changes if we are legally required to do so. The termination of this Agreement shall not terminate your Account relationship or other agreements you have with us, unless those agreements are terminated separately. You may terminate this Agreement at any time by following the procedure detailed below.

By terminating this Agreement your ability to use ZYNLO Online Banking Services will be discontinued. If you wish to terminate this Agreement, you must send us a signed written request by United States mail to:

ZYNLO Bank  
P.O. Box 267  
Powell, OH 43065  
Email: [support@zynlobank.com](mailto:support@zynlobank.com)  
Phone: 1-844-966-5622

We will act on your request to terminate this Agreement and discontinue your access to ZYNLO Online Banking Services within a reasonable time after receiving such request. If you terminate this Agreement, it is your sole obligation to cancel all outstanding scheduled Payments and Transfers. If you do not cancel your outstanding Payments and Transfers, we may continue to make these Payments and Transfers until we process your termination request and discontinuation request. If you close an Account, it will automatically cancel your Bill Payment Service and/or Transfer Service from that Account, including any future dated Payments or Transfers for that Account. It is your responsibility to make other arrangements for paying your bills and making transfers.

Once we have terminated this Agreement pursuant to your request, we will make no further Transfers or Payments from your Accounts through the ZYNLO Online Banking Services, including any Transfers or Payments you previously scheduled and/or authorized.

The liability and obligations incurred prior to any termination, suspension or discontinuation date shall survive the termination of this Agreement for all purposes.

**Waiver**

We may enforce any of our rights under the Agreement even if we choose not to exercise any right in a particular circumstance.

**Severability**

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

**Survival**

All representations regarding liability and warranties, including, but not limited to, the “Your Liability,” and “Our Liability” and other sections as specifically stated herein, shall survive termination of the Agreement.

**Area Of Service**

The Services described in this Agreement are solely offered to citizens and residents of the United States of America, excluding California, Connecticut, Massachusetts and New York, and may not be accessed while outside of the United States of America.

**Assignment**

You may not assign this Agreement to any other party. We may assign or delegate certain parts of our rights and responsibilities under this Agreement to affiliated entities, independent contractors or other third parties. If more than one person is authorized to use ZYNLO Online Banking Services, he or she is bound jointly and severally under this Agreement, and we may act on the Instructions of any authorized user.

**Choice of Law**

This Agreement and its enforcement shall be governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law provision. Your Accounts with us are also governed by the terms and conditions contained in your Account Agreement and any other applicable agreements with us.

ZYNLO Bank, a division of PeoplesBank of Holyoke, MA.  
Member FDIC. Equal Housing Lender.

**Effective Date:** 04/21/2025



## Fee Schedule

Service Charge	Fee	Additional Information
Returned Deposit Item	\$0	Charged per item for items that are deposited via mobile deposit and returned.
Stop Payment Fee	\$0	None.
Overdraft Fee	\$0	Charged per item when the item is paid.
NSF Fee	\$0	Charged per item when the item is returned per month.
Dormant Account Fee	\$0	An account becomes dormant after 12 months of inactivity. This fee is charged per month.

**Effective Date:** 04/21/2025