



Western Alliance  
Bank™

# Deposit Account Agreement and Disclosure

October 2016



Alliance Association Bank

Alliance Bank  
of ARIZONA



BridgeBank



Divisions of Western Alliance Bank. Member FDIC.







## Deposit Account Agreement and Disclosure

Effective October 2016

In this Deposit Account Agreement and Disclosure, each and all of the deposit account owners and authorized signers are referred to as “you” and “your.” Western Alliance Bank is referred to as “Bank,” “we,” “our,” and “us.” Bank operates through its divisions, including Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank and Torrey Pines Bank. This **Deposit Account Agreement and Disclosure** is the contract that governs your deposit accounts held at Bank (each referred to as an “Account”). Please be sure to read it carefully and keep it for your records. As used in this document, the terms “**Agreement**” and “**Disclosure**” means this document, the signature card, the applicable rate and fee schedule (which includes the Rate Chart, Schedule of Fees and Charges, and Certificate of Deposit Receipt (as applicable), all hereinafter called the “**Schedule**”), and the applicable Truth in Savings Account Disclosure. All owners of and authorized signers on the Account agree to the terms contained in this Agreement, as may be amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement or Schedule at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of this Agreement or your obligation to be bound by this Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

We provide a copy of this Agreement to you when you open your Account. We may change this Agreement at any time, by adding, amending, or deleting existing terms and conditions. We generally send you advance notice of any adverse change, which notice may be included in your statement or in a separate mailing. However, if a change is not adverse to you we may make the change at any time without advanced, or other, notice. If you do not agree with the change, you may close your Account. However, if you continue to use your Account and keep it open, you accept and agree to the change. The current version of this Agreement supersedes all prior versions and contains the terms governing your Account. You may request a copy of this Agreement at any time.

Please note there may be differences in hours of service, fees, products, and limitations within some services between the divisions of Western Alliance Bank. The differences may be driven by local market conditions or risks associated with specific geographic markets.

*Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank, and Torrey Pines Bank are divisions of Western Alliance Bank. MEMBER FDIC.*

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## **IMPORTANT INFORMATION ABOUT COMMUNICATIONS FROM US**

You may receive communications from us, such as statements, notices, letters, interest checks, or other types of correspondence, with the name of Western Alliance Bank or with the trade name of your Bank division (Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank or Torrey Pines Bank, noted as a division of or divisions of Western Alliance Bank). Either version of this branding on correspondence is accurate. Western Alliance Bank is a single, FDIC-insured financial institution. The trade names we use promote our regional character. The trade names do not mean that deposits held by different divisions are separately insured.

### **Electronic and/or email communications**

You may receive communications about your Account via postal service or you may request statements via our website if you enroll in online banking. Further, you may request to receive disclosures or other types of electronic communication from us via email. To implement this request, Bank must comply with the Electronic Signatures in Global and National Commerce Act (“E-Sign Act”), which requires you to affirmatively consent to the use of electronic records in this manner. You may withdraw your consent with appropriate written notice without the imposition of any condition, consequence, or fee for such withdrawal of consent. There may be a fee assessed for paper-based periodic statements, please refer to the applicable Schedule for more information. You agree to notify us immediately of any changes to your email address of record in order for us to comply with your request to electronically communicate with you. You also agree we are not liable, due to your failure to notify us of changes, for any communication not received electronically by you as a result.

## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents. We may require additional information when or after you open the Account to comply with “Know Your Customer” requirements. We may restrict or close your Account if we are unable to obtain information in order to satisfy our “Know Your Customer” requirements. By opening an Account with us, you confirm that neither you nor any beneficial owner of any Account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control (“OFAC”).

Federal tax law requires us to report certain interest payments we make to you to the Internal Revenue Service (“IRS”), and to include your taxpayer identification number (“TIN”) on the report. Interest includes dividends, interest and bonus payments for purposes of the applicable rule(s). 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 you supplied an incorrect TIN or that you underreported your interest income.

## **FDIC INSURANCE**

Per the Federal Deposit Insurance Corporation (“FDIC”), all funds held in an Account of an FDIC-insured institution are insured with coverage up to at least the Standard Maximum Deposit Insurance Amount (“SMDIA”) (which is currently \$250,000 per Account holder) under the FDIC’s general deposit rules. The SMDIA is subject to change from time to time and you agree that it is your responsibility to independently determine the amount of FDIC insurance coverage available for your Accounts. For further information to determine specific insurance amounts for your Accounts, please go to the FDIC Electronic Deposit Insurance Estimator (“EDIE”) at this web address: [www.fdic.gov/edie](http://www.fdic.gov/edie).

## **DEPOSIT ACCOUNTS**

From time to time, we may offer or you may open a variety of Accounts. Each such Account is subject to the general terms and conditions and any specific terms and conditions relating to that type of account as set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all your Accounts. Each Account holder will be jointly and severally (individually) liable to us for debit balances in the Account, including without limitation overdrafts and Account charges. Each Account holder also jointly and severally promises to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys’ fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

## **DATE ACCOUNT OPENED**

If you open an Account after business hours on a business day that we are open, we will consider the transaction made at the opening of the next business day for Account opening, effective date, and issue date purposes.

## **BANK DIVISIONS**

You may conduct your banking at any division of Western Alliance Bank. The Western Alliance Bank divisions are Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, Bridge Bank, First Independent Bank and Torrey Pines Bank. The Bank has the right to accept or decline transactions at the time of presentment.

## INTEREST

When you open an Account that pays interest, we will provide you a Schedule (as defined above). The Schedule is considered part of this Agreement. If your Account earns interest, the following information applies:

**Payment of Interest:** We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding (“Interest Rate”). The applicable Truth in Savings Disclosure sets forth the frequency of interest payments, the frequency of any interest compounding and crediting, the interest accrual basis, the balance on which interest will be calculated, and any minimum balance requirements to earn interest.

**Minimum Balance Requirements:** The applicable Truth in Savings Disclosure may specify a minimum balance you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements for your Account.

**Initial Interest Rate:** The initial Interest Rate is the current annual rate of interest we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited, the balance in your Account and the type of depositor (e.g., individual, business, or non-profit organization).

**Interest Compounding and Crediting:** The applicable Truth in Savings Disclosure will indicate the interest compounding and crediting frequency, if applicable, for your Account. Compounding generally means interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account.

**Interest Accrual:** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest.

**Changes:** We have the right to change, at our sole discretion, the rates and fees described on the Schedule or any other term of this Agreement in accordance with the terms of the Agreement.

**Interest Upon Account Closing:** If you close your interest-bearing Account before interest has been credited to your Account on the regular interest payment date for the Account, accrued interest may be forfeited.

## FEES AND CHARGES

Subject to applicable law, you agree to pay us the fees and charges shown in the Schedule as are applicable to your Account or for other services performed by us for you. You agree the fees and charges may be changed by us from time to time and authorize us to charge your Account for their payment whether or not each charge results in an overdraft of your Account. Existing and future charges may be based upon the overall costs of providing Account services and may or

may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of Account privileges by customers, and the safety and soundness of Bank. We will notify you of the changes, to the extent required by law.

Each of you also agrees to be jointly and severally (individually) liable for any Account shortage resulting from overdrafts, whether caused by you or another with access to the Account or by the return of a previously credited transaction outside of your control (i.e., chargeback/returned item). This liability is due immediately, and can be deducted directly from the Account balance when sufficient funds are available. 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.

## **BALANCE METHOD**

On interest-bearing transaction Accounts, we use the daily balance computation method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the Account each day. Interest begins to accrue no later than the business day we receive credit, which may be no sooner than the business day after the day you deposit non-cash items (for example, checks). Refer to the Truth in Savings Disclosure applicable to your Account for details.

## **DEPOSIT RULES**

### **Endorsements**

You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. We are not bound by any conditional or restrictive endorsement on a check you cash or deposit, or any endorsement "without recourse."

### **Final Payment**

All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If the returned item is in a currency other than US dollars, the amount returned

may be different due to fluctuation of exchange rates. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. We may also refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned.

## **Charge Backs of Deposited or Cashed Checks**

If you deposit any check or other item to your Account or cash any check, and we are notified that the item will be returned unpaid, or another bank or the customer who wrote the check demands that we repay them for the item for any reason, we may deduct the amount of the item from any of your Accounts, even if doing so creates an overdraft. If a deposited or cashed item is returned, we will charge you a fee, and we may deduct the amount from any of your Accounts. We may deduct the amount from your Account at any time whether the physical item is returned to us or not, and whether we can return the item or a copy to you or not. If an item is returned, we will notify you.

We may place a hold on or charge your Account for any check or other item deposited into your Account if a claim is made or we otherwise have reason to believe that the check or other item: was altered, forged, unauthorized; has a missing signature; a missing or forged endorsement; or should not have been paid, or may not be paid, for any other reason. When the claim is finally resolved, we will either release the hold or deduct from your Account the amount of the item.

## **Checks Sent for Collection**

We may refuse to accept a check for immediate credit you wish to negotiate either at the time of transaction or before we send it for payment. Reasons for the possible refusal include but are not limited to items that have been previously dishonored, are irregular in any respect, or are drawn in a foreign currency. At our option, we may send the check for collection or return it to you without presenting it to the financial institution on which it is drawn. When sending a check for collection, it means we would not use normal check clearing procedures, and must specially handle the item. If payment is received, we will credit your Account with the amount received once credit is received by us. Payment of the amount received may include the collection fee deducted by the other financial institution. In some instances, the other financial institution may require their collection fee accompany the collection request. These fees are in addition to the standard fee charged by us and will be charged to you accordingly.

## **Direct Deposits**

If we offer direct deposit services for automatic preauthorized deposits to your Account such as Social Security payments, payroll deposits or automatic transfers from your other Accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer

if you wish to cancel the direct deposit or transfer service. If the bank that sent an electronic deposit notifies us that it was sent by mistake, or was intended for another Account, or if any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the **Final Payment** paragraph above.

## Night Depository Facilities

The night depository service is provided as a convenience to you at certain Bank locations. You agree we will not be required to carry insurance on the night depository or the contents of any night deposit bag or envelope deposited therein. Nor shall we be responsible for any disappearance, theft or loss of any bag or envelope or its contents or any part thereof before we issue a credit for the deposit.

You agree to pay any fees associated with the purchase or replacement of any night deposit bags or keys. You also agree to assume all responsibility for use of the night deposit bag and keys for whomever you authorize use of such. You agree to call for each reusable locked bag deposited in the depository before the end of the first business day following the time of each deposit, and, if not called for within such time, we are hereby authorized to treat such bag as a safekeeping item subject to safekeeping rules. Disposable bags will be destroyed by Bank.

## Crediting of Deposits

If you make a deposit with branch personnel on a business day we are open, we will consider that day to be the day of your deposit. Please check branch locations for specific business hours or refer to your Bank division website.

Deposits not made to branch personnel (such as by ATM, Night Depository, or courier) may be subject to different cut off times, disclosed as follows:

- **ATM:** If you make a deposit at any of our depository ATMs before the cut off time noted on a business day we are open, we will consider that day to be the day of your deposit. Any deposit made after the cut off time will be considered deposited on the next business day we are open.

<b>DEPOSITORY ATMs</b>	<b>DEPOSIT CUTOFF TIME (Local Time)</b>
Alliance Association Bank Division	No separate ATM's, may use any other Division ATMs
Alliance Bank of Arizona Division	3:00 P.M.
Bank of Nevada Division	3:00 P.M.
Bridge Bank Division	No depository ATMs
First Independent Bank Division	3:00 P.M.
Torrey Pines Bank Division	3:00 P.M.

- **Night Depository:** If you make a deposit at the night depository before 9 a.m. on a day we are open, we will consider that day to be the day of your deposit. If you make a deposit at the night depository after 9 a.m. on a day we are open or any time on a day we are not open, we will consider the deposit to be made on the next business day we are open.
- **Courier/Armored Car:** Refer to your courier or armored car agreement you received when contracting for these services, to determine the crediting timeline for your deposit.

All transactions, including those for which we give you a receipt at our teller line, are subject to our verification. Deposit verification does not occur at the teller window, at the ATM, or via mobile banking. Consequently, the receipt or notice you receive when making your deposit does not prove we verified your deposit. We may reverse or adjust any incorrect credit made to your Account without notifying you in advance. When verifying deposits, we endeavor to resolve all discrepancies to the penny.

### **Substitute Checks and Electronic Files Pertaining to Original Checks**

A “substitute check” is a copy of a check that is the legal equivalent of an original check. If you deposit a substitute check or an electronic representation of a substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. (See **Substitute Checks and Your Rights** section of this Agreement for further definitions and information regarding substitute checks).

### **Deposit of Remotely Created Checks**

A remotely created check is created when an Account holder authorizes a payee to draw a check on the Account, but instead of bearing the Account holder’s signature, it bears the Account holder’s printed or typed name or a statement the Account holder authorized the check.

You must obtain our prior express written consent to deposit remotely created checks into your Account, and regardless, you guarantee the remotely created checks are authorized by the Account holder for payment in the amount it shows.

## **WITHDRAWAL RULES**

You may make withdrawals from your Account in any manner that is permitted by us for the type of Account you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in this Agreement, in the Schedule, or by applicable law.

## **Payment Order of Items**

When processing checks drawn on your Account, our policy is to pay them in check number order. Lower numbered checks are paid first. Items without check numbers, such as electronic transactions, post first before checks presented are processed. The order in which items are paid is important if there is not enough money in your Account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. However, if the largest items are paid first, your most important items might be paid but it may increase the overdraft or NSF fees if funds are not available to pay all of the items. We think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items, given the assumption you desire to have checks paid in the order you wrote them.

If an item is presented without sufficient funds in your Account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for non-sufficient funds (“NSF”). The fees for overdrafts and NSF are disclosed in the Schedule. We encourage you to make careful records and practice good Account management. This will help you to avoid creating items without sufficient funds and incurring the resulting fees.

## **Withdrawal Restrictions and Overdrafts**

Any signer on the Account, acting alone, has the authority to make withdrawals or transfers of all or any part of the Account balance at any time. Each owner (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals, as documented on the applicable signature card, to endorse any item payable to you or your order for deposit to the Account or any other transaction with us. Each owner 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 the Account. This liability is due immediately, and can be deducted directly from the Account balance whenever sufficient funds are available. 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.

We do not have to allow you to make a withdrawal from your Account if you do not have sufficient available funds in the Account to cover the full amount of the withdrawal. We will post non-check debits in ascending dollar amount order and then post check withdrawals received on a single business day. We will post checks received on a single business day against your Account in check number order. Checks presented in person at one of Bank’s branches will post in ascending check number order prior to checks clearing through nightly processing, which will also be processed in ascending check number order.

Fees may apply to overdrafts. Fees related to overdrafts will be posted in accordance with the terms outlined in the Schedule.

We may pay other withdrawals or debit items (such as charges) prior to paying any checks and the method of payment for the other withdrawals and debit items may be in any order and at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your Account, such items will be handled in accordance with our overdraft procedures and applicable law. Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We may determine the balance of your Account in connection with determining whether payment of an item will create an overdraft at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your Account balance more than one (1) time during this period.

A fee may be assessed on any item that will overdraw the available Account balance, regardless of whether we pay or dishonor (return) the item. If we pay the item, we may charge a NSF Item Paid Fee. If we return the item, we may charge a NSF Item Return Fee. You agree, immediately upon notice from us, to deposit funds sufficient to cover any overdraft plus NSF fee, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we set off a debit against your Account. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time.

## **Notice Requirements**

Federal regulations allow us to retain the right to require you to give at least seven (7) days' notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), personal interest-bearing checking or money market account. Although we usually pay withdrawals or checks without notice on these Accounts, by doing so in no way serves as a waiver of this right.

## **Stale Dated and Post Dated Items**

We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree we are not responsible for any loss to you by doing so.

We also reserve the right to pay or dishonor a check dated in the future. You agree we are not responsible for any loss to you in doing so. You agree when you write a check, you will not date the check in the future. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date on the check. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must specify the date, amount, number of the check, and the name of the payee. Notices are effective for the time periods stated in the **Stop Payment Orders** section in this Agreement.

## Power of Attorney

We reserve the right of approval on all powers of attorney. The person executing a Bank-approved power of attorney will be referred to as the "Principal" (Account holder) and the person acting for the Principal as the "Agent." We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the Agent stating the power of attorney presented is a true copy of the power of attorney document and, to the best of the Agent's knowledge, the Principal is alive and the relevant powers of the Agent have not been altered or terminated. The attorney-in-fact or Agent has full authority with regard to the Account but does not have an ownership interest in the Account.

## Automated Processing of Items

In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and at our discretion, most items are not individually examined. You agree we act within reasonable banking standards by processing most checks and other items through automated processing systems. We will not honor restrictive or other legends unless we have agreed in writing to do so. Examples of restrictive legends placed on checks we are not required to honor are "must be presented within 90 days" or "not valid for more than \$1,000.00." We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

## Signatures

You recognize we have adopted automated collection and payment processing, even for items deposited or negotiated in person, so we can process the greatest volume of items at the lowest possible cost to our customers. ***We will not enforce multiple signature requirements on personal or business accounts, even if your signature card specifies that multiple signatures are required or you have otherwise instructed us to do so.*** Any multiple signature requirements are for your internal control purposes only. In light of this, you agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process.

If you use a facsimile signature or other form of mechanically-reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security over the facsimile or mechanically reproduced signature, as well as sole responsibility for the device by which the facsimile or mechanically reproduced signature is affixed, and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically-reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but such facsimile or mechanically-reproduced signature shall be effective as your signature or endorsement whether or not you have been

negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorneys' fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically-reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically-reproduced signature device, you agree to complete a signed Facsimile Signature Agreement and deliver a sample to us if we request it.

## **Preauthorized Drafts**

If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you.

## **Electronic Check Conversion**

You may authorize a merchant to use your check as a source of account information to initiate an electronic withdrawal from your Account. The merchant uses the check information, along with the transaction amount, to initiate an Automated Clearing House ("ACH") debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your Account and deposited automatically into the merchant's Account. After the information is gathered from the check, the merchant should mark it void and return it to you. You should also receive a receipt documenting the transaction. This type of transaction generally results in funds being removed from your Account faster than a normal check transaction. A description of the transaction will appear on your periodic Account statement. Checks used in these types of transactions may not be returned or provided as an image with your periodic Account statement. This type of electronic funds transfer from a consumer Account is governed by the Electronic Fund Transfer Act ("EFTA") and its implementing regulations or Article 4A of the Uniform Commercial Code, as applicable, and subject to the **Electronic Funds Transfer Agreement** section of this Agreement.

## **Re-Presented Checks**

If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, this transaction is not covered by the EFTA. Checks or images of checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collected a fee associated with the re-presentation of a check, the fee transaction is covered by the EFTA and subject to the **Electronic Funds Transfer Agreement** section of this Agreement if the fee is debited as an electronic funds transfer from a consumer Account. A description of the transaction will appear on your statement.

## **Withdrawal by Remotely Created Checks**

See **Deposit of Remotely Created Checks** section above for definition of “remotely created checks”. If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the third party to whom you gave the information is deemed authorized. You may not later change your mind and try to revoke your authorization or rescind payment by claiming the remotely created check was unauthorized. We will not be required to re-credit your Account, and may charge against your Account, any remotely created checks for which the third party has proof of your authorization.

## **Check Legends**

We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as “Void after 90 Days,” “Paid in Full,” “Two Signatures Required,” “Void Over \$100” or similar statements.

## **Non-Customer Check Cashing Identification**

If a person who is not an Account holder of ours presents a check drawn against one of your Accounts for payment at the teller line, we may require identification that meets our standards including possibly obtaining a thumbprint or fingerprint from the person. You agree that if the person refuses to comply with our identification standards, we may dishonor the check and we have no liability to you for refusing to negotiate the check. Further, depending on the amount, we reserve the right, in order to protect your Account, to refuse to honor the check without confirmation from you as to its legitimacy.

## **Checks Payable to a Business Entity or Trust**

We do not allow checks made payable to any business entity, such as a partnership, corporation, limited liability company, lodge or association, or any other form of ownership other than a natural person such as a trust, to be exchanged for cash or cashed at Bank. Checks payable to the above entities may only be accepted for deposit.

## **Limits on Savings and Money Market Transfers and Withdrawals**

Federal law requires that an Account holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (or similar period) of at least four (4) weeks, to another of your Accounts with us or to a third party by means of a preauthorized, automatic, or telephone transfer (including data transmission) agreement, by check, draft, debit card, or similar order made by you and

payable to third parties. A “preauthorized transfer” includes any arrangement by us to pay a third party from your Account upon written or oral instruction, including an order received through an automated clearing house (“ACH”), or any arrangement by us to pay a third party from your Account at a predetermined time or on a fixed schedule.

You may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit Accounts or loan Accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

If you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market Accounts) in any one period, your excess transactions may be subject to fees and your Account may be subject to closure by us and the funds placed in another Account you are eligible to maintain, or we may take away the transfer and check capabilities of the Account. Excess transactions are not permitted on savings Accounts.

## **Stop Payment Orders**

Subject to certain limitations, you may order us to stop payment on any check payable from your Account, whether drawn by you or any other Account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months. A stop payment order may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective. We will require you to provide the date, the exact amount, and the number of the item, together with the name of the payee.

An ACH stop payment should identify the amount (or range if variable) of the debit, the originating party and Company ID. One time stop payments will expire and are of no further effect after presentment of a single ACH debit against the Account. Generally, ACH stop payments are effective for six (6) months after the date of acceptance and will automatically expire unless renewed.

A confirmation notice will be sent to the address on file confirming the stop payment information provided to us. Should any information be incorrect, you must notify us in writing. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier, or teller check issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us. Refer to the Schedule of Fees and Charges for new/renewed stop payment order fees.

## TIME DEPOSIT (CERTIFICATES OF DEPOSIT)

If your Account is a time deposit, (also referred to as a “Certificate of Deposit”), you agree to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty as provided in your Certificate of Deposit Disclosures. We will consider requests for early withdrawal and, if granted, the penalty provided in the Certificate of Deposit Disclosures may apply.

### Penalty

In accordance with federal law, if you withdraw any amount within the first six (6) days after deposit to a Certificate of Deposit, we are required to assess an early withdrawal penalty of at least seven (7) days’ simple interest on the amount withdrawn. In addition, this penalty and any other early withdrawal penalty are calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. We will use the rate in effect for your Account at the time the withdrawal is made to calculate any penalties.

### Exceptions

We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty:

1. Upon the death of any owner of the time deposit; or
2. When any owner of the time deposit is determined legally incompetent by a court or other administrative body of competent jurisdiction; or
3. When the Account is maintained in an Individual Retirement Account (IRA) and the money is paid within seven (7) days after the Account is opened; or
4. When the Account is a Keogh Plan (“Keogh”) or 401(k) Plan, if you forfeit an amount equal to at least the simple interest earned on the withdrawn funds; or
5. When the owner of the time deposit that is an IRA or Keogh attains the age 59-1/2 or becomes disabled; or
6. Within an applicable grace period (if any).

## ACCOUNT OWNERSHIP

The type of Account ownership you choose may change how your funds are paid if you die, even if your will states otherwise. You should consult with your estate planning advisor or attorney about your choices.

If you have a personal Account, you agree not to use it for business purposes. Based upon the type of Account ownership you have designated, the following terms and conditions apply:

**Individual Account:** An individual Account is an Account in the name of one Account holder only. Only that person may write checks against the Account or withdraw money.

**Joint Account:** An Account with two or more Account holders is a joint Account. Unless you designate otherwise on the signature card, joint Account holders will be considered joint tenants, with right of survivorship, where funds will immediately pass to the other joint Account holder upon the death of one of the Account holders.

Each joint Account holder, without the consent of any other Account holder, may, and hereby is authorized by every other joint Account holder, to make any transaction permitted under this Agreement, including without limitation:

1. To withdraw all or any part of the Account funds;
2. To pledge the Account funds as collateral to us for any obligation, whether that of one or more Account holders or of a third party;
3. To endorse and deposit checks and other items payable to any joint Account holder;
4. To give stop payment orders on any check or item, whether drawn by that Account holder or not;
5. To add additional owners to the Account; and
6. To close the Account, with the disbursement of Account proceeds as instructed by the joint Account holder.

Each joint Account holder is authorized to act for the other Account holder(s) and we may accept orders and instructions regarding the Account from any joint Account holder. If we believe there to be a dispute between joint Account holders or we receive inconsistent instructions from the Account holders, we may suspend or close the Account, require a court order to act, and/or require all joint Account holders agree in writing to any transaction concerning the Account.

Your obligations under this Agreement are joint and several. This means that each joint Account holder is fully and personally obligated under the terms of this Agreement, including liability for overdrafts and debit balances as set forth previously, irrespective of which joint Account holder benefited from the withdrawal. If you establish a joint Account with the signature of the other joint Account holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account holder(s) listed on our documents. Further, the Account is subject to the right of setoff as noted in the **Right of Setoff** section of this Agreement.

**“In Trust For” or Payable on Death (“P.O.D.”) Account:** If you establish your Account as “in trust for” (“ITF” or “Totten Trust”) or payable on death (“P.O.D.”), the Account remains payable to the Account holder(s) during his or her lifetime. The beneficiaries have no right to any funds in the Account during your lifetime. As the owner of the Account, you may withdraw money from the Account and, by written direction to us, change the beneficiary(ies) on the Account. Once we receive sufficient evidence of the death of the last Account holder, we will pay the balance of the Account to the beneficiary or beneficiaries you designated. If there is more than one surviving beneficiary, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in Bank’s Account records and as allowed by applicable state law. If there is no surviving beneficiary upon the death of the last trustee or Account holder, state law will determine ownership of the funds in the Account.

**Business Accounts:** If the Account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account holder must provide us with evidence, to our satisfaction, of the authority of the individuals who sign the signature card to act on behalf of the Account holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the corporate resolutions, banking agreement, or certificate of authority to act on behalf of the Account holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

**Trust Account:** A trust Account is an Account held in the name of a trust for the benefit of one or more beneficiaries according to a written trust agreement. The trustee(s) will supply us with a notarized Trust Certification covering the Account. We act only as a depository bank to the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) opening the Account, in their individual capacity and jointly and severally (individually), agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

**Uniform Transfers to Minors Act ("UTMA") Account:** If you have established the Account as a custodian for a minor beneficiary under the applicable state's UTMA, your rights and duties are governed by that state's UTMA. For purposes of this section, "applicable state" means the state in which your Account is located as provided in the **Governing Law** section of this Agreement. You will not be allowed to pledge the Account as collateral for any loan to you. Deposits in the Account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

**Fiduciary or Agent Account:** With respect to all fiduciary or agency Accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, conservatorship accounts, trust accounts, UTMA accounts, Coogan accounts, or agent accounts, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account has the authority to withdraw such funds. This applies at the time of Account opening and at all times thereafter. We have no fiduciary duties to you as a trustee, executor, guardian, or conservator or to the beneficial owners of the Account.

You and any authorized individual on the Account agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the Account.

**Attorney Trust Account:** If you open an attorney trust Account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the Account is overdrawn or checks are dishonored, if the applicable state requires notice of those events.

**Government Agency / Municipality / Public Entity Accounts:** This type of Account is owned by a government or public entity. For this type of Account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all Accounts owned by the government or public entity. If required by law, you agree to enter into a collateral security agreement regarding this type of Account.

## **CHECKING SUB-ACCOUNTS**

If you have a checking Account, your Account consists of a transaction sub-account and a savings sub-account. This structure is for internal accounting purposes only and will not affect your available balance, service charges, FDIC insurance, interest earnings, your periodic statement or any other feature of your Account. Funds not routinely needed to pay debits may be periodically transferred to the savings sub-account. A transfer from the savings sub-account back to the transaction sub-account will fund items in excess of the balance in the transaction sub-account. The remainder of your balance will be maintained in the transaction sub-account. If interest is paid on your Account balance, the interest calculation will be the same for both the savings sub-account and the transaction sub-account. If interest is not paid on your account balance, the savings sub-account will be non-interest bearing.

## **PRECAUTIONS TO REDUCE THE RISK OF UNAUTHORIZED TRANSACTIONS**

Precautions are actions that you can take to protect the security of your Account. These include such measures as protecting the security of passwords, promptly reviewing bank statements for unauthorized activities, and immediately reporting suspicious activity to us. We may also make certain Treasury Management products and/or services available to you that are designed to detect and/or deter check fraud

and reduce the likelihood that fraudulent, unauthorized or altered checks or other items will be paid. These products and services will do nothing to prevent fraud unless you implement them. You agree that if you fail to implement any of the products or services, or you fail to follow these and all other precautions reasonable for your particular circumstances, you will be precluded from asserting claims against us for paying unauthorized, altered, counterfeit or other fraudulent items that such product, service, or precaution was designed to detect or deter, and we will not be required to re-credit your Account or otherwise have any liability to pay such items.

## **ASSIGNABILITY**

This Agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns. You may not grant a security interest in, transfer, or assign your Account to anyone other than us without our written consent. If ownership is proposed to be transferred, we may require the Account be closed and a new Account opened in the name of the transferee or pledgee.

## **BANK LIABILITY**

You agree that if we do not properly complete a transaction according to this Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. **WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

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 acknowledge we 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 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.

## **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 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.

## **RIGHT OF SETOFF**

Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh and certain fiduciary Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party Account, each joint or multiple-party Account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account holder. Notwithstanding the foregoing, the right of setoff does not apply to any funds that were received pursuant to the Social Security Act. We do not have to give you any prior notice to apply the funds.

## **DORMANT ACCOUNTS**

If there has been no customer-initiated deposit or withdrawal activity in your Account for an extended period of time, we may transfer the Account to an inactive or dormant status. A demand deposit account ("DDA") becomes inactive when no customer-initiated activity has occurred on the Account for a period of eleven (11) months and dormant when there has been no customer-initiated activity for a period of twelve (12) months. A savings account ("SAV") or Certificate of Deposit ("COD") becomes inactive when there has been no customer-initiated activity for a period of twenty-three (23) months and dormant when there has been no customer-initiated activity for a period of twenty-four months. We may assess fees in accordance with the Schedule for dormant Accounts.

If the Account remains inactive or dormant for a period of time determined by the laws of the state where the Account is located (see **Governing Law** section of this Agreement), and other requirements of applicable state law are met, we are required to report and remit the balance of the Account to the custody of the applicable state agency and we will thereafter have no liability to you for the balance remitted. To the extent permitted by law and this Agreement with you, we may assess a service charge for maintaining the Account and providing unclaimed Account notices as provided in the Schedule. We reserve the right not to mail statements on Accounts which are dormant or on which previous statements have been returned undelivered. If you have not been receiving statements, disclosures or tax notices on your Account, you should contact us to make sure we have your current address.

## ACCOUNT STATEMENTS

We will send a periodic Account statement for checking and savings Accounts to the current address listed on our records. We will send only one Account statement or other notice for any Account, even if it has more than one owner. You agree that sending the Account statement or other notice to one owner qualifies as sending it to all owners, even if all owners do not have access to the mailing address of record for the Account.

If you have chosen to receive your bank statements via online banking through our website and you have enrolled with us to do so, we will send you an email informing you when your statement is available for review. Please refer to **Important Information About Communications From Us** section in this Agreement for more information regarding electronic bank statements and other electronic communications.

You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing within certain time limits after the statement is made available to you.

We will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after your statement is made available to you. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within thirty (30) calendar days after the statement and first altered or forged items were made available. Except for transactions covered by the EFTA, you must also report any other Account problem within sixty (60) calendar days after the statement is made available or lose your right to assert the problem against us. If the suspected Account problem involves a substitute check you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification time frames.

If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within thirty (30) calendar days. We truncate your checks but may provide you with an image of your checks, pursuant to **Check Imaging** section of this Agreement, on the understanding your original checks will not be returned to you with your statement. You agree our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

## CHECK IMAGING

We may provide you with an image of your canceled checks. Check imaging is a process of capturing, indexing, storing and retrieving electronic images of checks. Imaging systems replace the handling, distribution and storage of checks with electronic images.

The images are retained by Bank for a period of seven (7) years from the date of the posting. By opening or using your Account, you agree to this procedure. You agree to allow an

imaged document to serve as an original item for any and all purposes, including charging your Account or determining the validity of any signatures or otherwise.

Upon request by you, we will provide you, without charge, with legible copies of up to five (5) checks (front and back) from each Account statement per month. Additional copies of canceled checks are subject to the applicable service charges (see applicable Schedule). You can make a request for these copies by telephoning us at the following numbers:

Alliance Association Bank Division	(888) 734-4567
Alliance Bank of Arizona Division	(877) 273-2265
Bank of Nevada Division	(702) 248-4200
Bridge Bank Division	(866) 273-4265
First Independent Bank Division	(775) 828-2000
Torrey Pines Bank Division	(877) 476-2265

You agree if you arrange for the printing of your own checks, and the form, encoding or format do not follow our check specification requirements and are not approved by us in advance, we will not be liable to you if the check image is less than legible.

You further agree to use only an ink color that reproduces clearly when imaged, for example dark blue or black, when filling in your checks. You agree we will not be liable to you if an imaged document reproduces improperly due to the fact you have used an ink color that does not reproduce clearly to fill in a check's payee, amount, maker's signature or other information.

## WHOLESALE WIRE AND ACH TRANSACTIONS

With respect to wire transfers or other transfers of funds not governed by the EFTA, you agree to enter into and comply with our wire transfer agreement (if applicable) and to comply with the applicable security procedures and this section. We advise you any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

**Provisional Payment:** Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

**Notice of Receipt:** We will notify you of the receipt of payments in the periodic Account statements we provide to you. You acknowledge we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

## NOTICES

The following terms apply to notices relating to your Account:

**Notice of Amendments:** You agree the terms and conditions of this Agreement, including without limitation all fees and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. We are not required to send you notice of Interest Rate and Annual Percentage Yield changes for variable rate Accounts. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint Account holders.

**Account Changes:** Any Account holder or person authorized to sign on an Account is required to notify us in writing if any Account holder or other person authorized to sign on an Account dies or is declared incompetent by a court (see **Death or Incompetence** section of the Agreement). It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

## ACCOUNT TERMINATION

You and we agree that either of us may close your Account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the Account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon Account closure. You agree in instances of Account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon Account closure. You may close any of your Accounts by notifying us in writing or in person at one of our branch locations.

When an interest bearing Account is closed, there may be accrued interest that has not been credited to the Account. In that case, we will NOT pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and open a new Account if:

1. There is a change in authorized signers;
2. There has been a forgery or fraud reported or committed involving your Account;
3. Any Account checks are lost or stolen;
4. You have too many transfers from your Account; or
5. Any other provision of this Agreement with you is violated.

After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks or charges. You agree to hold us harmless for refusing to honor any check drawn on a closed Account. In the event we close your Account, we may mail you, at your statement mailing address, a Cashier's Check for the applicable remaining Account balance. The

termination of this Agreement and closing of an Account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an Account closed, any fees assessed by us in the process of closing an Account, or any fees arising from your responsibility to maintain sufficient funds in an Account to cover any outstanding checks or other debit items.

## **DEATH OR INCOMPETENCE**

You agree to notify us promptly of the death or court-declared incompetency of any owner or authorized signer on your Account. Until we are given written notice of such death or incompetence by you or a court, we may continue to honor checks, items and instructions by those authorized on the Account. We may also freeze, refuse or reverse deposits and transactions and/or return governmental benefit payments made to the Account holder if we become aware of the death or incompetence of an owner or authorized signer.

## **GOVERNING LAW**

This Agreement, all Accounts and services provided to you, and any dispute relating to those Accounts and services are governed by federal law and the laws of the State of Arizona, except when the law of the state where your Account is located is not superseded by federal law. Your Account is considered located in the following state:

- If you opened your Account in person, the U.S. state where you opened the Account;
- If you opened your Account by mail, internet, or other remote means and you resided in a U.S. state where we had a branch office at that time, the state where you resided; or
- If you opened your Account by mail, internet, or other remote means and you did not reside in a U.S. state where we had branch offices at that time, Arizona.
- In addition, transactions on your Account are also subject to applicable clearinghouse and Federal Reserve Bank rules and regulations. You understand we must comply with these laws, regulations, and rules. You agree if there is any inconsistency between the terms of this Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement between you and us.

## **SYSTEMS AND SOFTWARE**

We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

## CREDIT VERIFICATION

You authorize us to request and obtain one or more credit reports about any owner or authorized signer from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it.

## IDENTITY THEFT

Identity theft is on the rise across the United States. It is increasingly important you take steps to reduce the risk of becoming an identity theft victim. There are a number of useful online resources for consumers. For example, the Federal Trade Commission's website, [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft), is a one-stop national reference tool providing detailed information to help you deter, detect, and defend against identity theft. It will also help you address questions like:

- What are the steps I should take if I am a victim of identity theft?
- What is a fraud alert?
- What is a credit freeze?

To speak to a professional identity theft counselor call 1-877-FTC-HELP (382-4357)

## PRIVACY

We believe your privacy is important. You will be provided a separate **Privacy Disclosure** in addition to this Agreement.

## UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT ("UIGEA") OF 2006

You agree not to use the Account in any illegal activity, including but not limited to Internet gambling. You are prohibited from processing transactions through your Account that are unlawful under the UIGEA. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. You agree that if anyone asks us to process a transaction we believe is restricted under the UIGEA, we may block or refuse any transaction we believe that may violate this provision and take other action we deem to be reasonable under the UIGEA and this Agreement.

## LEGAL ACTIONS AFFECTING YOUR ACCOUNT

If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. We shall be entitled to act upon any legal action served upon us which we reasonably believe to be binding, with no liability to you for doing so.

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 owners of the Account. 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) in the Schedule may specify additional fees that we may charge for certain legal actions called Legal Processes.

## **RESOLVING DISPUTES**

For the purposes of this section, a “party” refers to either you or Bank and “parties” refers to both you and Bank. Further, the parties will resolve disputes over the telephone or within the branch office where you opened your Account. The parties agree that upon the election of either party, unresolved disputes will be resolved by binding arbitration, and not through litigation in any court. Claims in arbitration will proceed on an individual basis, on behalf of the named parties only.

You have the right to opt out of this agreement to arbitrate if you tell us within sixty (60) days of opening your Account. If you want to opt out, contact your relationship officer. Otherwise this agreement to arbitrate will apply without limitation, regardless of whether 1) your Account is closed; 2) you pay us in full any outstanding debt you owe; or 3) you file for bankruptcy.

1. YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED ABOVE. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL.
2. THE PARTIES ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE ON A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION.
3. ARBITRATION IS FINAL AND BINDING ON THE PARTIES INVOLVED AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT.
4. IN ARBITRATION, THE PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT, INCLUDING THEIR RIGHT TO A JURY TRIAL.
5. DISCOVERY IN ARBITRATION IS MORE LIMITED THAN DISCOVERY IN COURT.
6. ARBITRATORS ARE NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING IN THEIR AWARDS. THE RIGHT TO APPEAL OR TO SEEK MODIFICATION OF ARBITRATORS’ RULINGS IS VERY LIMITED.

7. A PANEL OF ARBITRATORS MIGHT INCLUDE AN ARBITRATOR WHO IS OR WAS AFFILIATED WITH THE BANKING INDUSTRY.
8. ARBITRATION WILL APPLY TO ALL DISPUTES BETWEEN THE PARTIES, NOT JUST THOSE CONCERNING THIS AGREEMENT.
9. IF YOU HAVE ANY QUESTIONS ABOUT ARBITRATION, CONSULT YOUR ATTORNEY OR THE AMERICAN ARBITRATION ASSOCIATION.

You agree that proper jurisdiction and venue for any arbitration or litigation regarding your Account will be in the county of our banking office where your Account is located under the **Governing Law** section of this Agreement. In the event of any controversy, dispute, or claim between you and us (including our employees, agents, or assigns) arising from any agreement, provision, or procedure relating to any Account you have with us under this Agreement, any such controversies or claims will, at the election of either party, be settled by arbitration in accordance with the Federal Arbitration Act.

- A. Arbitration proceedings will be administered by the American Arbitration Association and will be subject to its commercial rules of arbitration.
- B. For purposes of the application of the statute of limitations, the filing of arbitration pursuant to this paragraph is the equivalent of the filing of a lawsuit, and any claim or controversy which may be arbitrated under this paragraph is subject to any applicable statute of limitations. The arbitrators will have the authority to decide whether any such claim or controversy is barred by the statute of limitations, and if so, to dismiss the arbitration on that basis.
- C. If there is a dispute as to whether an issue is subject to arbitration, the arbitrators will have authority to resolve any such dispute.
- D. The decision that results from an arbitration proceeding may be submitted to an authorized court of law in an effort to confirm, modify, vacate or enforce an award.
- E. This provision does not limit either your right to:
  1. Exercise self-help remedies, such as setoff or
  2. Act in a court of law, before, during or after the arbitration proceeding to obtain:
    - i) a provisional or interim remedy, and/or;
    - ii) additional or supplementary remedies.
- F. The pursuit of, or a successful action for provisional, interim, additional or supplementary remedies, or the filing of a court action, does not constitute a waiver of either your right or our right to submit the controversy or claim to arbitration if the other party contests the lawsuit.

Judgment upon an arbitration award may be entered in a court having jurisdiction subject to the following limitation: the arbitration award is binding upon the parties only if the amount does not exceed four million dollars (\$4,000,000). If the award exceeds that limit, either party may commence legal action for a court trial de novo. Such legal action must be filed within thirty (30) days following the date of the arbitration award; if such legal action is not filed within that time period, the

amount shall be binding. The arbitrator(s), or a court of law, as the case may be, shall award to the prevailing party in recovery of all costs and fees (including reasonable attorneys' fees and costs, arbitration administration or court fees and costs, and arbitrator's fees).

## **MISCELLANEOUS PROVISIONS**

- You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure you receive accurate, courteous, and fair treatment.
- If you ask us to follow instructions we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. In the event of any adverse or conflicting claims or demands being made in connection with your Account, or in the event we in good faith are in doubt as to what action we should take regarding your Account, we may (A) place a hold on funds in your Account until such time as we receive an appropriate court order or other assurance reasonably satisfactory to us as to the disposition of funds in the Account, and/or (B) commence an interpleader action in a court of competent jurisdiction to determine the respective rights and obligations of the parties with respect to such funds and your Account. Upon placing such a hold or commencing such an action, we will be relieved of any liability with respect to such funds and your Account.
- You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses (including attorneys' fees) that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute.
- Any action by us for reimbursement from you for any losses, costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us.
- If a court finds any provision of this Agreement to be invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

**What is a Substitute Check?** To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with slightly reduced images 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 as 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 section describes the rights you have when you receive substitute checks from us. The rights in this section do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

**What are your rights regarding substitute checks?** In certain cases, federal law provides special procedures allowing you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think the wrong amount was withdrawn from your Account or money was withdrawn from your Account more than once for the same check). The losses you may attempt to recover under these procedures may include the amount withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, NSF fees).

The amount of your refund under these procedures is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also 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 these procedures, you may receive up to two thousand five hundred dollars (\$2,500) of your refund (plus interest if your Account earns interest) within ten (10) business days after we receive your claim, and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we receive your claim.

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

**How do I make a claim for a refund?** If you believe you have suffered a loss relating to a substitute check you received and that was posted to your Account, please contact us at the applicable Bank division address or telephone number provided below. You must contact us as described below within forty (40) calendar days of the date we mailed or delivered (delivered by a means to which you agreed) the substitute check in question or the periodic Account statement showing 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 name of the person to whom you wrote the check, the date the check was written, and the amount of the check.

**Division Contacts:**

Alliance Association Bank  
3033 W. Ray Road, Suite 200  
Chandler, AZ 85226  
(888) 734-4567

Alliance Bank of Arizona  
One East Washington, Suite 100  
Phoenix, AZ 85004  
(877) 273-2265

Bank of Nevada  
2700 West Sahara Avenue  
Las Vegas, NV 89102  
(702) 248-4200

Bridge Bank  
55 Almaden Blvd., Suite 100  
San Jose, CA 95113  
866-273-4265

First Independent Bank  
5335 Kietzke Lane  
Reno, NV 89511  
(775) 828-2000

Torrey Pines Bank  
12220 El Camino Real, Ste.200  
San Diego, CA 92130  
(877) 476-2265

**ELECTRONIC FUNDS TRANSFER AGREEMENT**

This Electronic Funds Transfer Agreement disclosure is made in compliance with federal law regulating electronic funds transfer (“EFT”) services. EFTs are electronically-initiated transfers of money involving an Account with us, including but not limited to those EFTs resulting from debit cards, ATM cards, electronic payments, credits and transfers, telephone transfers, and online banking transactions. The following disclosures set forth your and our rights and responsibilities concerning EFTs. In this section, the words “you” and “your” mean those who sign as signers or any authorized user(s). The abbreviation “PIN” or word “code” means a personal identification number.

Privacy of Your Electronic Transactions: Regarding the privacy of your personal information on your Accounts to and/or from which EFTs are permitted, we do not share or disclose your nonpublic personal information to any non-affiliated third parties other than for the permissible exceptions to process your transactions, maintain your Account(s), respond to court orders and legal investigations, or report Account information to the credit bureaus.

Our full **Privacy Policy disclosure** is given to you at the time you open an Account, any time you request a copy by contacting us, or it is available to print from our website by accessing the following web address using any Internet-accessible device: [www.westernalliancebancorporation.com/privacy-legal-home/privacy-policy](http://www.westernalliancebancorporation.com/privacy-legal-home/privacy-policy)

## **Currency Conversion Information**

When you use your ATM or Visa®-branded debit card (“Card”) at a merchant that settles in a currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. 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.

In each instance, the rate will be plus or minus any adjustment determined by the Visa® issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

## **Visa® Debit/Check Card, ATM Card and POS Types of Transactions/Transfers**

You may use the Card and PIN issued to you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (“POS”) terminals within the networks identified on your Card and such other terminals as the Bank may designate from time to time. POS transactions will be deducted from your Primary Account. “Primary Account” means the Account you select as the main account for all Card transactions. POS transactions involving a refund will be credited to your Primary Account. You may also use the Card to pay for purchases from merchants that accept debit cards with a Visa® symbol. In addition, you may use your Card to pay bills directly by telephone from your Account in the amounts and days you request.

You may use the Card and PIN issued to you to initiate transactions at ATMs of ours, within the networks identified on your Card and such other facilities as we may designate from time to time. Unless you specify a different Account during ATM transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the initial forms you completed when you requested your Card(s). At present, you may use your Card at ATMs (some of these services may not be available at all ATMs) to:

- Deposit funds to your checking and savings Account;
- Withdraw cash from your checking and savings Account;
- Transfer funds between your checking and savings Accounts; and
- Obtain balance information on your deposit Accounts.

### **Limitations on Frequency and Amount:**

- You may make as many ATM withdrawals per day within the total daily cash withdrawal limits established. (Per transaction fees may apply).
- Deposits to checking or savings Accounts must be made at ATMs owned by us and that accept deposits.
- To protect your Accounts, there are daily dollar limits for withdrawals, even if your available balance is higher than the daily dollar limit. Subject to available funds in your Account, we have established the following limits:

**ATM and Visa® Debit Card**– You have a daily cash withdrawal limit of one thousand dollars (\$1,000) and a daily combined point of sale and debit card purchase limit of one thousand five hundred dollars (\$1,500) for a daily combined cash and purchase limit of two thousand five hundred dollars (\$2,500).

- The maximum amount you are able to withdraw may also be set by the institution which owns the ATM and may be lower than the limits set by us.
- You may not stop payment on an ATM or Visa® debit card transaction.
- The Card may be revoked without notice to the cardholder or repossessed by us at any time and must be surrendered upon demand.
- The Card transactions described in this section are subject to the limitations described in **Limits on Savings and Money Market Transfers and Withdrawals** section of this Agreement.
- Financial institutions who have agreed to accept debit cards at POS terminals are not required to make available a receipt for small-value transactions of fifteen dollars (**\$15.00**) or less.

### **Fees and Charges for ATM / POS Transactions**

**ATM Fees:** When you use an ATM not owned by us (“Foreign ATM”), 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). Foreign ATMs for purposes of the surcharge fees discussed below are ATMs not owned by us or ATM transactions not processed through the MoneyPass ATM system.

- There is no charge for ATM withdrawals at machines owned by us, or when using MoneyPass ATMs. Please visit **[www.moneypass.com](http://www.moneypass.com)** for a list of locations.
- For Alliance Bank of Arizona Division, Bridge Bank Division, First Independent Bank Division, and Torrey Pines Bank Division customers, the surcharge on foreign ATM transactions will be absorbed up to a maximum of \$15.00 per Account per month. Any fees exceeding the maximum per month threshold will be passed on to you.

- For Bank of Nevada Division customers only, the surcharge for foreign ATM transactions will be passed on to you, if any are charged.
- For Alliance Association Bank Division customers only, the surcharge on Foreign ATMs will not be passed on to you, if any are charged.
- The Card transactions described in this section are subject to the fees and charges described in **Limits on Savings and Money Market Transfers and Withdrawals** section of this Agreement.
- You are responsible for any Visa International fees for transactions conducted outside the U.S.

**Business Visa® Debit Cards:** A business debit card is an access card issued only to the owner(s) on the business Account or those they have authorized for card access. The cardholder will have access to the business Account via an ATM, POS location or as a Visa® debit card. The funds will be debited directly from the Primary Account. A business debit card is not a consumer product and is not covered under the consumer laws and regulations of the EFTA and is not subject to surcharge fee waivers. A separate application and disclosure must be completed and approved prior to issuance.

## **Preauthorized Funds Transfer Types and Preauthorized Transfers**

You may arrange for us to complete the following preauthorized transfers to or from your deposit Accounts:

- Pay certain recurring bills from your checking or savings Account; and
- Accept direct deposit to your checking or savings Account.

Limitations on Frequency and Amount:

- There is no limit on the frequency or amount of the direct deposits accepted to your Accounts.
- The transactions described in this section are subject to the limitations described in **Limits on Savings and Money Market Transfers and Withdrawals** section of this Agreement.

Fees and Charges:

- We do not charge for any preauthorized EFTs on consumer Accounts but business Accounts may be charged related transaction fees.
- We will charge a fee for each stop payment order for preauthorized transfers.
- The Card transactions described in this section are subject to the fees and charges described in **Limits on Savings and Money Market Transfers and Withdrawals** section of this Agreement.

## Other EFT Transactions

You may access certain Account(s) you maintain with us by other EFT transaction types as described below:

**Foreign Remittance Transfers:** Foreign remittance transfers are defined broadly as all electronic transfers of funds initiated by a consumer in the U.S., for personal, family or household purposes sent to designated recipients located in foreign countries. Foreign remittance transfers in the amount of fifteen dollars (\$15) or less are exempt from the applicable rule. Bank only initiates foreign wire remittance transfer services for existing customers at this time. A foreign wire remittance transfer submitted by a trust or business is excluded from the applicable regulations. At the time you initiate a foreign remittance transfer, you will be provided the required disclosures governing your rights and responsibilities and any fees associated with this service.

**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 check conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, Account, and check number information to initiate a one-time EFT. This type of EFT transaction involving a consumer account is covered by the EFTA. A description of the transaction will appear on your statement.

**Re-presented Check Transactions and Fees:** You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer Account is covered by the EFTA. When a merchant re-presents a check electronically, that transaction is not covered by the EFTA. A description of the transaction will appear on your statement.

## Limitations of Liability

The following limitations may be applicable to your Accounts, except as provided by law:

Visa® is a registered trademark of Visa International.

**Liability for Unauthorized Visa® Point of Sale Debit Card Transactions:** Tell us, AT ONCE, if you believe your Card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized POS Card transactions that take place on the Visa® system is zero dollars (\$0.00). Effective October 17, 2014, zero liability coverage is extended to U.S. ATM transactions sent over the Visa® and Plus networks. We may require you to provide a written statement regarding claims of unauthorized POS Card transactions.

These provisions limiting your liability apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see **Liability for Unauthorized Transfers** paragraph) only if we determine you were grossly negligent or fraudulent in the handling of your Account or

Card. The same consumer liability limits shall apply to Interlink and MoneyPass transactions. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your Account and minimize any inconvenience.

**Liability for Unauthorized Transfers- Personal Accounts only:** Tell us, AT ONCE, if you believe your Card or PIN (code) has been lost or stolen. Telephoning is the best way to keep your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50.00) if someone used your Card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or code, and we can prove we could have stopped someone from using your Card or code without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). Also, if your statement shows transfers you did not make, tell us at once.

If you are a California resident and you have a debit card that may be used without a PIN for electronic transactions from your consumer Account, then you will be responsible for the lesser of fifty dollars (\$50.00) or the amount of unauthorized use prior to your notification to us of the loss or theft of your Card. If you do not notify us of the loss or theft of your Card within sixty (60) days after your Account statement was mailed to you and we can prove that we could have stopped someone from using your Card without your permission if you had told us, then you will be responsible for the amount of unauthorized use of your card up to the lesser of five hundred dollars (\$500.00) or the amount of unauthorized use that occurs after the sixty (60) day period mentioned above until the time you notify us of the loss or theft of your card.

If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact for Unauthorized Transfers:** If you believe your Card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, contact us immediately:

**Alliance Association Bank Division:** Call **(888) 734-4567** or write us at Alliance Association Bank, 3033 W. Ray Road, Suite 200, Chandler, AZ 85226.

**Alliance Bank of Arizona Division:** Call **(877) 273-2265**, or write us at Alliance Bank of Arizona, One East Washington, Suite 100, Phoenix, AZ 85004. After business hours, call **(800) 528-2273**.

**Bank of Nevada Division:** Call **(702) 248-4200** or write us at Bank of Nevada, 2700 West Sahara Avenue, Las Vegas, NV 89102. After business hours, call **(800) 528-2273**.

**Bridge Bank Division:** Call **(866) 273-4265**, or write us at Bridge Bank, 55 Almaden Blvd., Suite 100, San Jose, CA 95113

**First Independent Bank Division:** Call **(775) 828-2000**, or write us at First Independent Bank, 5335 Kietzke Lane, Reno, NV 89511. After business hours, call **(800) 528-2273**.

**Torrey Pines Bank Division:** Call **(877) 476-2265**, or write us at Torrey Pines Bank, 12220 El Camino Real, Ste. 200, San Diego, CA 92130. After business hours, call **(800) 528-2273**.

You should also call the number or write to the address listed above if you believe a transaction has been made using information from your checks without your permission.

**Business Days:** For purposes of these EFT disclosures, our business days are Monday through Friday. Holidays are not included.

**Our 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:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the money in your Account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

## **Documentation**

**Periodic Statement:** For all Accounts to or from which EFTs can be made, we will send a periodic statement for each monthly statement cycle in which an EFT has occurred and at least quarterly if no EFT has occurred, such as the case on savings Accounts.

**Terminal Receipt:** You can get a receipt at the time you make any transfer to or from your Account using one of our ATMs or a POS terminal unless the POS transaction is for fifteen dollars (\$15.00) or less.

**Direct Deposits:** If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at the number below to find out whether or not the deposit has been made.

Alliance Association Bank Division	(888) 734-4567
Alliance Bank of Arizona Division	(877) 273-2265
Bank of Nevada Division	(702) 248-4200
Bridge Bank Division	(866) 273-4265
First Independent Bank Division	(775) 828-2000
Torrey Pines Bank Division	(877) 476-2265

## Other Provisions

### **Stop Payments on ATM, POS, or Debit Card Transactions:**

You may not place a stop payment order on any ATM, POS, or debit card transaction.

**Personal Identification Number (PIN):** The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the Card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your Account(s).

**Notices:** All notices to you will be effective when we have mailed them to your last known address on our records unless a different effective date is stated in the notice. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which EFT service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, or as required by law. Use of this service is subject to existing regulations governing your Account and any future changes to those regulations.

**Enforcement:** In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of ATM or POS:** You agree that we may terminate this Agreement and your use of the Card or POS services, if:

1. You or any authorized user of your Card or PIN, breach this or any other agreement with us;
2. We have reason to believe there has been an unauthorized use of your Card or PIN; or
3. We notify you or any other party to your Account we have canceled or will cancel this Agreement.
4. You or any other party to your Account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## **Preauthorized Electronic Funds Transfers**

**Stop Payment Rights:** If you have told us in advance to make regular electronic fund transfers from your Account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address set forth in the **In Case of Errors or Questions About Your Electronic Fund Transfers** section of the Agreement in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. We may charge you a fee (as described in the Schedule) 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, ten (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 Transfers:** If you order us to stop one of these payments three (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.

**Other Provisions:** There may be a delay between the time a deposit is made and when it will be available for withdrawal. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an Account below a required balance, or otherwise require us to increase our required reserve on the Account.

## **In Case of Errors or Questions About Your Electronic Funds Transfers**

Telephone, write or email us 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 your statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

**Alliance Association Bank Division**  
3033 W. Ray Road, Suite 200  
Chandler, AZ 85226  
(888) 734-4567  
[inquiries@allianceassociationbank.com](mailto:inquiries@allianceassociationbank.com)

**Alliance Bank of Arizona Division**  
One East Washington Street, Suite 100  
Phoenix, AZ 85004  
(877) 273-2265  
[inquiries@alliancebankofarizona.com](mailto:inquiries@alliancebankofarizona.com)

**Bank of Nevada Division**  
2700 West Sahara Avenue  
Las Vegas NV 89102  
(702) 248-4200  
[inquiries@bankofnevada.com](mailto:inquiries@bankofnevada.com)

**Bridge Bank Division**  
55 Almaden Blvd., Suite 100  
San Jose, CA 95113  
866-273-4265 (call this number, no email address)

**First Independent Bank Division**  
5335 Kietzke Lane  
Reno, NV 89511  
(775) 828-2000  
inquiries@alliancebankofarizona.com

**Torrey Pines Bank Division**  
12220 El Camino Real, Suite 200  
San Diego, CA 92130  
(877) 476-2265  
inquiries@torreypinesbank.com

When you contact us, please provide the following information:

- Your name and Account number (if any),
- Describe the error or the transfer you are unsure about, why you believe it is an error, or why you need more information, and
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us information about the suspected error or your question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your concern or questions. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so 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 concern or question in writing and we do not receive it within ten (10) business days, we may not credit your Account.

For errors involving new Accounts, POS Card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your concern or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your Card with the Visa® logo when it is used for a POS debit transaction, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or Account history warrants the delay.

## IMPORTANT INFORMATION ABOUT YOUR VISA® DEBIT CARD

Because there are different networks you may encounter when conducting debit transactions, Visa® has requested we inform you of potential liability on these transactions. You can use your Card for non-Visa® debit transactions which are defined as debit transactions without a PIN with merchants who participate in the STAR and Visa® networks. All other networks listed on the back of your card will require the use of a PIN. For personal Accounts, your liability when using the STAR network for PIN-less Card transactions is limited to either fifty dollars (\$50.00) or five hundred dollars (\$500.00), depending on the timing of your notification to us. Merchants who participate in the STAR network are required to provide you with a clear way of choosing to make a PIN-less Card transaction if they support this option.

When you conduct a PIN-less Card transaction using the Visa® network, you are covered by Visa®'s zero liability policy; however, you must still notify Bank of unauthorized transactions as outlined in this **Electronic Funds Transfer Agreement** section of the Agreement.

### FUNDS AVAILABILITY POLICY DISCLOSURE

#### Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day we are open, we will consider that day to be the day of your deposit. Please check branch locations for specific business hours or refer to your bank division website.

Deposits not made to branch personnel (such as by ATM, Night Depository, or courier) may be subject to different cut off times, disclosed as follows:

DEPOSITORY ATMs	DEPOSIT CUTOFF TIME
Alliance Association Bank Division	No separate branches, may use any other Division branches
Alliance Bank of Arizona Division	3:00 P.M.
Bank of Nevada Division	3:00 P.M.
Bridge Bank Division	No Depository ATM's
First Independent Bank Division	3:00 P.M.
Torrey Pines Bank Division	3:00 P.M.

- **Night Depository:** If you make a deposit at the night depository before 9 a.m. on a day we are open, we will consider that day to be the day of your deposit. If you make a deposit at the night depository after 9 a.m. on a day we are open or any time on a day we are not open, we will consider the deposit to be made on the next business day we are open.
- **Courier/Armored Car:** Refer to your courier or armored car agreement you received when contracting for these services, to determine the crediting timeline for your deposit.

## Longer Delays May Apply

In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit.

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

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

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- 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.

## Hold On Other Funds

**Check Cashing.** If we cash a check for you drawn on another bank, we may withhold the availability of a corresponding amount of funds 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.

**Other Account.** If we accept for deposit a check 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 you have on deposit in another Account with us. In this case, the funds in the other Account would not be available for withdrawal until the time periods that are described elsewhere in this Agreement for the type of check you deposited.

## **Special Rules for New Accounts**

If you are a new customer, the following special rules will apply during the first thirty (30) days your Account is open:

- Funds from electronic direct deposits to your Account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfer, and the first five thousand dollars (\$5,000) 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 of five thousand dollars (\$5,000) will be available on the ninth business day after the day of deposit.
- If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first five thousand dollars (\$5,000) will not be available until the second business day after the day of your deposit.
- Funds from deposits of checks drawn on Bank will be available on the first business day after the day of your deposit.
- Funds from all other check deposits will be available no later than the ninth business day after the day of deposit.



