

# TERMS AND CONDITIONS OF YOUR ACCOUNT

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

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us. This agreement is subject to applicable federal laws, the laws of the state of Illinois and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

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

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

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular. Your account type(s) and ownership features are designated on your *Signature Card*. By signing a *Signature Card*, each of you jointly and severally, agrees to the terms and conditions in this Agreement and *Signature Card*, the *Funds Availability Policy Disclosure*, the *Fee Schedule*, the *Electronic Funds Transfer (EFT) Disclosure*, the *Truth-in-Savings Disclosure*, the *Privacy Notice and Disclosure*, if applicable, accompanying this Agreement, the *Overdraft Coverage Options Disclosure* and the *Bank's* policies, and any amendments of these documents from time to time which collectively govern your Accounts.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement. Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we

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

## WITHDRAWALS –

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

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

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

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

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

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

## UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES –

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions. An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly

different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line of credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Refer to the "Overdraft Coverage Options Disclosure for additional information."

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

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

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

**Debit Card Authorizations** - Marquette Bank authorizes debit card transactions using the available balance in your account. Marquette Bank may place a hold on deposited funds, in accordance with our Funds Availability clause, within our Important Information about Deposit Accounts Disclosure, which will reduce the amount in your available balance. The balance used for paying checks, ACH items, and recurring debit card transactions is comprised of the ledger balance (collected funds) less any holds on deposited funds, plus the amount of the Overdraft Privilege limit and any available overdraft protection. The balance for authorizations on ATM and everyday debit card transactions on accounts with Standard Coverage is the ledger balance, less any holds on deposited funds and outstanding debit card authorizations, plus any available overdraft protection, but does NOT include the Overdraft Privilege Limit. For accounts with Extended Coverage, the Overdraft Privilege Limit is included in the balance used for authorizing ATM and everyday debit card transactions if the funds in the ledger balance are not sufficient to cover a transaction, any available overdraft protection and/or the amount of the Overdraft Privilege limit may be used to authorize and pay a transaction.

**Payment order of items** - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. We generally post items in the following order: 1) credits, 2) ATM and debit card transactions (in the order received. If multiple transactions are received at the same time or grouped together and contain no time stamp, then the items will be posted to your account from largest to smallest dollar amount), 3) ACH debits (processed in the date and time received. If multiple transactions are received at the same time or grouped together and contain no time stamp, then the items will be posted to your account from largest to smallest dollar amount), 4) withdrawals and checks cashed at our teller window (as they occur), 5) checks (check number order); however, exceptions will occur. If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. The amounts of the overdraft and NSF fees are disclosed in our Overdraft Coverage Options Disclosure. We encourage you to make

careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order. Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

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

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

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

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

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

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

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

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

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

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

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement is first sent or made available to you.

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

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

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

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

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

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

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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

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

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

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

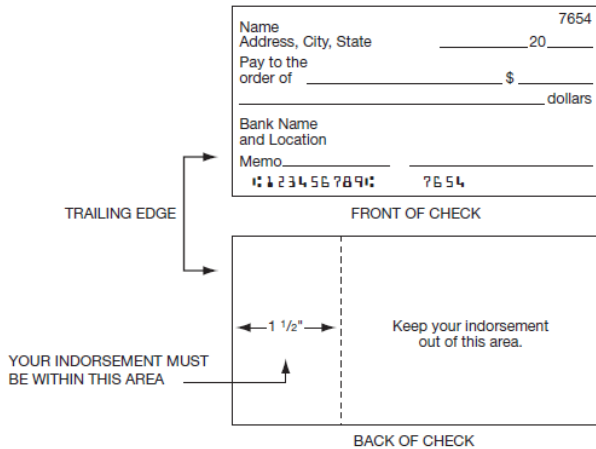
**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive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

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

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or

other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1-1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment. As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1-1/2" of that edge.



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

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

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

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

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

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

numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

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

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

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

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

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

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

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

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

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



the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

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

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

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

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (To see fees related to dormant accounts, please refer to separate Schedule of Fees for Consumer Accounts.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

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

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

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

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or

payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

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

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

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

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

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

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

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

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

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your account with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the

Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

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

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

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

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

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

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

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

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

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

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

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

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable

opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

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

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

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

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within 60 days of our notice to you.

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

#### **ACCOUNT SECURITY -**

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

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

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

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high

volume of checks, a lot of checks to the general public, or checks for large dollar amounts. For your protection, if we determine that security on your account has been compromised, we will require that your affected account be closed immediately.

**CHECKING/NOW ACCOUNT ORGANIZATION** - We have organized your Checking/NOW account(s) in a nontraditional way. Your Checking/NOW account consists of two sub-accounts. One of these is a transaction sub-account (e.g., a checking sub-account). You will transact business on this sub-account. The other is a non-transaction sub-account (e.g., a savings sub-account as classified under Federal Reserve Board Regulation D). You cannot directly access the non-transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between sub-accounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your Checking/NOW account operates, but this organization makes us more efficient and helps to keep costs down.

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## **ARBITRATION CLAUSE**

Any controversy or claim arising out of or relating to any and all of the bank's products or services shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Chicago, Illinois. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

The dispute shall be heard and determined by three arbitrators. Each party to the dispute shall appoint one arbitrator within ten days after notice that the dispute has been submitted to the American Arbitration Association for resolution. The party appointed arbitrators shall select a third arbitrator from the American Arbitration Association's National Panel of Arbitrators who shall act as the chairperson of the panel. If the party-appointed arbitrators fail to appoint a third arbitrator within twenty days after the filing of the demand for arbitration, or if either party fails to appoint an arbitrator as required herein, the American Arbitration Association shall appoint arbitrators within ten days after notification to do so.

The law as applied by the United States Circuit Court for the Seventh Circuit shall govern as to any question of federal law. Any question of state law will be governed by the internal laws of Illinois without regard to its conflict of laws doctrine. To the fullest extent permissible under law, each side will bear its own attorneys' fees; that is, the arbitrators will not have authority to award attorneys' fees notwithstanding a statutory section at issue in the dispute that authorizes the award of attorneys' fees to the prevailing party. Both parties waive the award of punitive damages.

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## **WAIVER OF CLASS ACTION CLAUSE**

You agree that the transactions of each depositor of this bank arises from a unique relationship between the bank and its depositor such that damages that may arise as a result of a violation or alleged violation of this agreement or the laws and regulations governing this agreement are not the same for all depositors and therefore not appropriate for class action treatment. YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THIS BANK EITHER AS A MEMBER OF A PUTATIVE CLASS OR AS LEAD PLAINTIFF IN ANY DISPUTE AGAINST THE BANK.

# TRUTH-IN-SAVINGS DISCLOSURE

## RESTART CHECKING ACCOUNT

### Features:

Free Online Statements  
No checks for a twelve month-period  
Must have Direct Deposit  
Debit Card issued after Direct Deposit is set-up  
Overdraft Privilege (see separate Overdraft Privilege Policy)

**Rate Information** - No interest is earned on this account.

**Minimum balance to open the account** - The minimum opening deposit is \$20.00.

**Minimum Balance to avoid imposition of fees** - There is no daily balance minimum balance requirement.

**Online Statements** - Regular periodic account statements are received and available online through Online Banking. (Valid email address required.)

**Fees** - \$5.00 per month maintenance fee for this account. There is a \$3.00 monthly fee for paper statements. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## GOLD MONEY MARKET ACCOUNT

### Features:

Free Online Statements

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

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

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$2,500.00.

**Minimum balance to avoid imposition of fees** - \$2,500.00

**Minimum balance to obtain the annual percentage yield disclosed** - If your balance falls below the minimum balance requirement of \$2,500.00, you will not receive interest for only those days where the balance is below the minimum balance requirement.

### Transaction limitations:

Any withdrawal (debit) from a money market account over six (6) during the month or statement cycle will be assessed the per item fee.

**Fees** - A balance requirement fee of \$22.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle. A withdrawal fee of \$20.00 per item will be assessed for any debit transaction in excess of six (6) during the month or statement cycle. There is a \$3.00 monthly charge for paper statements. Fees may reduce earnings. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## EVERYDAY CHECKING

### Features:

• FunRewards Debit Card Rewards (see separate terms and conditions available

at: [www.emarquettebank.com/FunRewards](http://www.emarquettebank.com/FunRewards))

• Checking Referral Rewards (offered though ReferLive™ Refer-A-Friend Checking Account Offer program administered by CustomerStream, Inc. on behalf of Marquette Bank. See separate terms and conditions at [www.referlive.com/MarquetteBank](http://www.referlive.com/MarquetteBank))

• Overdraft Privilege (see separate Overdraft Privilege Disclosure)

**Rate Information** - No interest is earned on this account.

**Minimum balance to open the account** - The minimum opening deposit is \$20.00.

**Minimum Balance/terms to avoid imposition of fee - \$50.00 or**

- Maintain a monthly direct deposit of \$250 (or more) or
- Make 12 signature (non-pin) debit card transactions each statement cycle

**Fees** - A balance requirement fee of \$7.00 will be imposed every statement cycle if the minimum balance is not met, or the specified criteria was not met. There is a \$3.00 monthly fee for paper statements. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## FUNREWARDS CHECKING ACCOUNT

### Features:

• FunRewards App Rewards powered by BaZing (see separate BaZing Benefit Supplemental Guide. Program is administered by StrategyCorps on behalf of Marquette Bank and a complete description of all benefits and services are available at [www.bazing.com](http://www.bazing.com))

• FunRewards Debit Card Rewards (see separate terms and conditions available at: [www.emarquettebank.com/FunRewards](http://www.emarquettebank.com/FunRewards))

• Checking Referral Rewards (offered though ReferLive™ Refer-A-Friend Checking Account Offer program administered by CustomerStream, Inc. on behalf of Marquette Bank. See separate terms and conditions at [www.referlive.com/MarquetteBank](http://www.referlive.com/MarquetteBank)) • Overdraft Privilege (see separate Overdraft Privilege Disclosure)

**Rate Information** - No interest is earned on this account.

**Minimum balance to open the account** - The minimum opening deposit is \$20.00.

**Minimum balance to avoid imposition of fees** - There is no daily balance minimum balance requirement. **Fees** - A \$6.00 FunRewards monthly fee is charged. There is a \$3.00 monthly fee for paper statements. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## FUNREWARDS CHECKING WITH INTEREST

### Features:

• Free Paper Statements  
• For those age 55 or over, access to the Marquette Club  
• Free FunRewards App Rewards powered by BaZing (see separate BaZing Benefit Supplemental Guide. Program is administered by StrategyCorps on behalf of Marquette Bank and a complete description of all benefits and services are available at [www.bazing.com](http://www.bazing.com))

• FunRewards Debit Card Rewards (see separate terms and conditions available at: [www.emarquettebank.com/FunRewards](http://www.emarquettebank.com/FunRewards)) • Checking Referral Rewards (offered though ReferLive™ Refer-A-Friend Checking Account Offer program administered by CustomerStream, Inc. on behalf of Marquette Bank. See separate terms and conditions at [www.referlive.com/MarquetteBank](http://www.referlive.com/MarquetteBank))

• Overdraft Privilege (see separate Overdraft Privilege Disclosure)

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

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

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$1,500.00

**Minimum balance to avoid imposition of fees** - Minimum daily balance of \$1,500.00 is required to avoid the fee.

**Minimum balance to obtain the annual percentage yield disclosed** - If your balance falls below the minimum balance requirement of \$1,500, you will not receive interest for only those days where the balance is below the minimum balance requirement

**Fees** - A balance requirement fee of \$8.00 will be imposed every statement cycle if the balance falls below \$1,500.00 any day of the statement cycle.

Fees may reduce earnings. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## FUNREWARDS STUDENT CHECKING ACCOUNT

Available to students 13-20 years old

(Parent/Guardian required for age 17 and under)

### Features:

• No Overdraft Privilege  
• FunRewards App Rewards powered by BaZing (see separate BaZing Benefit Supplemental Guide. Program is administered by StrategyCorps on behalf of Marquette Bank and a complete description of all benefits and services are available at [www.bazing.com](http://www.bazing.com))

• FunRewards Debit Card Rewards (see separate terms and conditions available at: [www.emarquettebank.com/FunRewards](http://www.emarquettebank.com/FunRewards))

• Checking Referral Rewards (offered though ReferLive™ Refer-A-Friend Checking Account Offer program administered by CustomerStream, Inc. on behalf of Marquette Bank. See separate terms and conditions at [www.referlive.com/MarquetteBank](http://www.referlive.com/MarquetteBank))

**Rate Information** - No interest is earned on this account.

**Minimum balance to open the account** - The minimum opening deposit is \$20.00.

**Minimum balance to avoid imposition of fees** - There is no daily balance minimum balance requirement.

**Fees** - A \$6.00 FunRewards monthly fee is waived until the primary owner turns 21 years of age.

There is a \$3.00 monthly fee for paper statements.

Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## HEALTH SAVINGS ACCOUNT

### Features:

Paper Statements Free of Charge

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

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

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$10.00.

**Minimum balance to avoid imposition of fees** - There is no daily minimum balance requirement.

**Minimum balance to obtain the annual percentage yield disclosed** - There is no daily minimum balance requirement.

**Fees:** Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

#### **YOUNGMARQ PASSBOOK/STATEMENT SAVINGS ACCOUNT**

**Eligibility Requirements** - Minors under the age of 21.

**Features:**

Paper Statements Free of Charge

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

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

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

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

**Minimum balance to avoid imposition of fees** - There is no daily minimum balance requirement.

**Minimum balance to obtain the annual percentage yield disclosed** - There is no daily minimum balance requirement.

**Transaction limitations:**

Any withdrawal (debit) from a savings account over six (6) during the month or statement cycle will be assessed the per item fee.

**Passbook Savings Account:** You may not make any pre-authorized telephone, automatic, or data transmissions debits from this account. Pre-authorized ACH or automatic credits are permitted.

**Fees:** A withdrawal fee of \$12.00 per item fee will be charged for any debit transaction in excess of six (6) during the month or statement cycle. Fees may reduce earnings. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

#### **VALUEMARQ PASSBOOK/STATEMENT SAVINGS ACCOUNT**

**Features:**

Paper Statements Free of Charge

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

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

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$100.00.

**Minimum balance to avoid imposition of fees** - Daily minimum balance of \$100.00.

**Minimum balance to obtain the annual percentage yield disclosed** - If your balance falls below the minimum balance requirement of \$100.00, you will not receive interest for only those days where the balance is below the minimum balance requirement.

**Transaction limitations:**

Any withdrawal (debit) from a savings account over six (6) during the month or statement cycle will be assessed the per item fee.

**Passbook Savings Account:** You may not make any pre-authorized telephone, automatic, or data transmissions debits from this account. Pre-authorized ACH or automatic credits are permitted.

**Fees:** A balance requirement fee of \$5.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month. A withdrawal fee of \$12.00 per item fee will be charged for any debit transaction in excess of six (6) during the month or statement cycle. Fees may reduce earnings. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

#### **PASSBOOK/STATEMENT SAVINGS ACCOUNT**

**Features:**

Paper Statements Free of Charge

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

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

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$300.00.

**Minimum balance to avoid imposition of fees** - Daily minimum balance of \$300.00.

**Minimum balance to obtain the annual percentage yield disclosed** - If your balance falls below the minimum balance requirement of \$300.00, you will not receive interest for only those days where the balance is below the minimum balance requirement.

**Transaction limitations:** Any withdrawal (debit) from a savings account over six (6) during the month or statement cycle will be assessed the per item fee.

**Passbook Savings Account:** You may not make any pre-authorized telephone, automatic, or data transmissions debits from this account. Pre-authorized ACH or automatic credits are permitted.

**Fees:** A balance requirement fee of \$5.00 will be imposed every month if the balance in the account falls below \$300.00 any day of the month. A withdrawal fee of \$12.00 per item fee will be charged for any debit transaction in excess of six (6) during the month or statement cycle. Fees may reduce earnings. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

#### **PLATINUM PASSBOOK/STATEMENT SAVINGS ACCOUNT**

**Features:**

Paper Statements Free of Charge

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

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

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$5,000.00.

**Minimum balance to avoid imposition of fees** - Daily minimum balance of \$5,000.00.

**Minimum balance to obtain the annual percentage yield disclosed** - If your balance falls below the minimum balance requirement of \$5,000.00, you will not receive interest for only those days where the balance is below the minimum balance requirement.

**Transaction limitations:**

Any withdrawal (debit) from a savings account over six (6) during the month or statement cycle will be assessed the per item fee.

**Passbook Savings Account:** You may not make any pre-authorized telephone, automatic, or data transmissions debits from this account. Pre-authorized ACH or automatic credits are permitted.

**Fees:** A balance requirement fee of \$22.00 will be imposed every month if the balance in the account falls below \$5,000.00 any day of the month. A withdrawal fee of \$12.00 per item fee will be charged for any debit transaction in excess of six (6) during the month or statement cycle. Fees may reduce earnings. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.



## RESTART SAVINGS ACCOUNT

### Features:

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

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

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$20.00.

**Minimum balance to avoid imposition of fees** - Daily minimum balance of \$50.00.

**Minimum balance to obtain the annual percentage yield disclosed** - If your balance falls below the minimum balance of \$50.00 any day during the period, you will not earn interest for that day.

### Transaction limitations:

Any withdrawal (debit) from a savings account over six (6) during the month or statement cycle will be assessed the per item fee.

**Passbook Savings Account:** You may not make any pre-authorized telephone, automatic, or data transmissions debits from this account. Pre-authorized ACH or automatic credits are permitted.

**Fees:** A balance requirement fee of \$2.00 will be imposed every month if the balance in the account falls below \$50.00 any day of the month. A withdrawal fee of \$12.00 per item fee will be charged for any debit transaction in excess of six (6) during the month or statement cycle. Fees may reduce earnings. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## HOLIDAY STATEMENT SAVINGS ACCOUNT

### Features:

Paper Statements Free of Charge

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

**Compounding and crediting frequency** - Interest will accrue daily. Interest will be credited to your account in October.

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$3.00.

**Minimum balance to avoid imposition of fees** - There is no daily minimum balance requirement.

**Transaction limitations** - Unlimited deposits.

Only one withdrawal permitted-annually. In the event any additional withdrawal is made other than October 31<sup>st</sup> a fee of \$20.00 will be assessed for each withdrawal and charged prior to disbursement on October 31<sup>st</sup>.

A deposit must be made again to your account prior to January 15<sup>th</sup> of the next calendar year to remain open. If no deposit, then the account will be closed. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## IRA INVESTMENT ACCOUNT

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

**Frequency of rate changes** - We may change the interest rate on your account daily.

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

**Compounding and crediting frequency** - Interest will be compounded monthly. Interest will be credited to your account monthly.

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

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Minimum balance to open the account** - The minimum opening deposit is \$125.00.

**Minimum balance to avoid imposition of fees** - There is no daily minimum balance requirement.

**Minimum balance to obtain the annual percentage yield disclosed** - There is no daily minimum balance requirement.

**Transaction limitations:**

You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, telephone, or computer transfer or similar order to third parties. **Fees:** Fees may reduce earnings. Refer to separate Schedule of Fees for Consumer Accounts for a list of all fees charged by the bank.

## CERTIFICATE OF DEPOSIT - STATEMENT/PASSBOOK

### IRA CERTIFICATE OF DEPOSIT - STATEMENT

**Rate Information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. You will be paid this rate until first maturity.

### Compounding frequency:

☐ Interest will not be compounded (for certificates with a term of less than one year).

☐ Unless otherwise paid, interest will be compounded quarterly (for certificates with a term of one year or more).

**Crediting frequency** - Interest will be credited to your account at maturity (for certificates with a term of less than one year) or quarterly (for certificates with a term of one year or more). Alternatively, you may choose to have interest paid to you by check or to another account monthly rather than credited to this account.

**Minimum balance to open the account** - The minimum opening deposit is \$500.00. Individual Retirement Accounts (IRAs) can be opened with a minimum of \$500.00.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

### Transaction limitations:

You may not make any deposits into your account before maturity. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest any time during the term of crediting after it is credited to your account.

**Time requirements** - Your account will mature \_\_\_\_\_.

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- If your account has an original maturity of 89 days or less:  
The penalty we may impose is the greater of:
  - 7 days interest, on the amount withdrawn subject to penalty, if the withdrawal is made within the first six days after the deposit.
  - all interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of three months to less than one year:

The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.

- If your account has an original maturity of one year or more:

The fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

- If you close the account before interest is paid, you may not receive the accrued interest.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

☐ **Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning on the maturity date. Certain exceptions may apply. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit. You will have ten calendar days after maturity to withdraw the funds without a penalty.

## YOUR ACCOUNT

**These are the accounts you have opened or inquired about. Further details about these accounts are inside this disclosure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.**

☐ **RESTART CHECKING ACCOUNT**

☐ **GOLD MONEY MARKET ACCOUNT**

**Rate Information:**

- **Tier 1** - If your daily balance is more than \$2,499.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 2** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 3** - If your daily balance is more than \$49,999.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 4** - If your daily balance is \$100,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

☐ **EVERYDAY CHECKING**

☐ **FUNREWARDS CHECKING ACCOUNT**

☐ **FUNREWARDS CHECKING WITH INTEREST**

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

☐ **FUNREWARDS STUDENT CHECKING ACCOUNT**

☐ **HEALTH SAVINGS ACCOUNT**

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

☐ **YOUNGMARQ PASSBOOK/STATEMENT SAVINGS ACCOUNT**

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

☐ **VALUEMARQ PASSBOOK/STATEMENT SAVINGS ACCOUNT**

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

☐ **PASSBOOK/STATEMENT SAVINGS ACCOUNT**

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

☐ **PLATINUM PASSBOOK/STATEMENT SAVINGS ACCOUNT**

**Rate Information:**

- **Tier 1** - If your daily balance is more than \$4,999.99, but less than \$20,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 2** - If your daily balance is \$20,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

☐ **RESTART SAVINGS ACCOUNT**

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

☐ **HOLIDAY STATEMENT SAVINGS ACCOUNT**

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

☐ **IRA INVESTMENT ACCOUNT**

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

☐ \_\_\_\_\_ **CERTIFICATE OF DEPOSIT -  
STATEMENT/PASSBOOK**

☐ \_\_\_\_\_ **IRA CERTIFICATE OF DEPOSIT - STATEMENT**

**MARQUETTE BANK**

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NMLS #462926



January 2023

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## ELECTRONIC FUND TRANSFER DISCLOSURE AND AGREEMENT



*Love where you bank*

### YOUR RIGHTS AND RESPONSIBILITIES

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Marquette Bank. The terms "you" and "your" refer to the recipient of this disclosure and agreement.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Marquette Bank Debit MasterCard (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

**TERMS AND CONDITIONS.** The following provisions govern the use of EFT services through accounts held by Marquette Bank which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**DEBIT CARD SERVICES.** The services available through use of your Debit Card are described below.

#### MARQUETTE BANK DEBIT MASTERCARD SERVICES:

- You may withdraw cash from your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may use your card at any merchant that accepts Mastercard<sup>®</sup> Debit Cards for the purchase of goods and services.

#### MARQUETTE BANK ATM OR ALLPOINT ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our Marquette Bank ATM or AllPoint ATM terminals, you may access your accounts through the following network(s): NYCE, Maestro, and CIRRUS

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

**OTHER MARQUETTE BANK ATM OR ALLPOINT ATM SERVICES.** In addition, you may perform the following transactions: [Marquette Bank Branch and ATM locations - Marquette Bank](https://emarquettebank.com/branches-atms/) (<https://emarquettebank.com/branches-atms/>)

**POINT OF SALE TRANSACTIONS.** Listed below is the card you may use to purchase goods and services from merchants that have arranged to accept your card as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your card, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your actual (ledger) account balance. If we do, you agree to pay an amount equal to the overdrawn balance plus any overdraft fees.

The following card and the corresponding designated account(s) may be used for Point of Sale transactions:

- Marquette Bank Debit MasterCard: checking account.

Your Debit Card may also be used to obtain cash from your designated account(s) at participating financial institutions when so authorized under the terms of your Account Agreement.

**CURRENCY CONVERSION - Mastercard®.** If you perform transactions with your card with the Mastercard® logo in a currency other than US dollars, Mastercard International Inc. will convert the charge into a US dollar amount. At Mastercard International they use a currency conversion procedure, which is disclosed to institutions that issue Mastercard®. Currently the currency conversion rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate used by Mastercard International is generally the rate of the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transactions are submitted to Mastercard International for processing are delayed, the currency conversion rate used may be the rate of the applicable currency on the date that the transaction is processed.

**IMPORTANT ADDITIONAL FEE NOTICE.** Mastercard® charges us a Currency Conversion Fee of 1.5% of the transaction amount for performing currency conversions and a Cross-Border Fee of 1.5% of the transaction on all cross-border transactions (even those with no currency conversion). Therefore, you will be charged 3% of the dollar amount on all cross-border transactions - i.e., transactions processed through the "Global Clearing Management System" or the "Mastercard Debit Switch" when the country of the merchant or machine is different than your country as cardholder. Be aware that when making online purchases you may not know that the merchant is located in a different country.

**SERVICES PROVIDED THROUGH USE OF TELEPHONE BANKING (AUTOMATED SYSTEM).** You may perform the following functions through use of Telephone Banking (Automated System):

- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW account(s).

In addition, you may perform other transactions such as: transfer funds between your accounts and pay qualifying Marquette Bank loans by speaking to a live banker.

For questions or more information, call us at: (888)254-9500

**PREAUTHORIZED TRANSFER SERVICES.**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), and NOW account(s).
- You may arrange for the preauthorized automatic payments or other transfers from your checking account(s), savings account(s), money market account(s), and NOW account(s).

**SERVICES PROVIDED THROUGH USE OF ONLINE AND MOBILE BANKING.** Marquette Bank offers its customers use of our Online and Mobile Banking service.

**Digital/Online Banking:**

Online Bill Pay  
Online Statements  
Internal / External Transfers  
Online Banking Alerts  
Personal Finance (account aggregation, expense tracking, budgets, financial planning and security)

**Mobile Banking:**

Mobile Check Deposit  
Mobile Wallet  
Mobile Debit Controls & Alerts  
Mobile Payments with Zelle  
Personal Finance (account aggregation, expense tracking, budgets, financial planning and security)

**REAL-TIME PAYMENT SERVICES PROVIDED THROUGH USE OF Zelle.** Refer to separate Zelle Agreement.

**ELECTRONIC CHECK CONVERSION.** If your account is a checking account, you may authorize a merchant or other payee to make a one-time electronic payment from this account using information from your check to pay for purchases or to pay bills.

**WITHDRAWAL LIMITATIONS.** There is a daily limit for all ATM withdrawal transactions. For security reasons, specific dollar limits are disclosed at the time the Debit Card is issued. Marquette Bank reserves the right to change dollar amount limits at any time upon prior notification.

### **LIMITATIONS ON TRANSACTIONS**

#### **OTHER LIMITATIONS.**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** We may limit the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You may be limited to six (6) such transactions from each savings or money market account you have per statement period for purposes of making a payment to a third party or by use of a telephone, computer, or wireless handheld device. Please refer to the Account Agreement for more information regarding transaction limitations.

### **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

#### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS.**

**TERMINAL TRANSFERS.** You will get a receipt at the time you make an EFT transaction of more than \$15.00 to or from your account at an ATM terminal or at a Participating Merchant. The receipt shall clearly set forth to the extent applicable:

1. the amount involved and date the transfer is initiated;
2. the type of transfer;
3. the identity of your account with the financial institution from which or to which funds are transferred;
4. the identity of any third party to whom or from whom funds are transferred; and
5. the location or identification of the electronic terminal involved.

**DOCUMENTATION AS EVIDENCE OF TRANSFER.** Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute **prima facie** proof that such transfer was made to another person.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

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

**PASSBOOK ACCOUNTS.** If the only type of electronic fund transactions are preauthorized deposits you will not receive a statement for your Passbook account. If you bring your Passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your Passbook. You will not receive a periodic statement noting these transactions on your Passbook account.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to your account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify Marquette Bank immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a



transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN at our ATM.

## **RIGHTS REGARDING PREAUTHORIZED TRANSFERS.**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (888)254-9500

or

write to: 10000 W 151st Street  
Orland Park, IL 60462

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (888)254-9500 (Monday - Friday 8 a.m. to 7 p.m. Saturday 8 a.m. to 3 p.m. Sunday - Closed. 24 hour automated banking)

or

write to: 10000 W 151st Street, Orland Park, IL 60462

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

**CONSUMER LIABILITY.** Tell us AT ONCE if you believe your Debit Card or PIN or internet banking access code has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit, if applicable). If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN or internet banking access code you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN or internet banking access 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 Debit Card or PIN or internet banking access code and we can prove we could have stopped someone from using your Debit Card or PIN or internet banking access code without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

Also, if your statement shows transfers you did not make, including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you may not get back any money in your account, if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING MARQUETTE BANK DEBIT MASTERCARD.** The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Mastercard® branded card.

If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your Mastercard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us.

**ILLEGAL USE OF MARQUETTE BANK DEBIT MASTERCARD.** You agree not to use your Marquette Bank Debit MasterCard for any illegal transactions, including internet gambling and similar activities.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (888)254-9500

or

write to: MARQUETTE BANK  
ELECTRONIC RESOLUTION CENTER  
10000 WEST 151ST STREET  
ORLAND PARK, ILLINOIS 60462

or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Marquette Bank no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.
- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you may be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already have an established account with us before this account is opened.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. 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 transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS.**

**FEES.** You may be charged a fee for withdrawals of cash under certain circumstances, whether they take place at proprietary machines or through a network or are Point of Sale transfers or transfers made without the use of your Debit Card. The circumstances under which such charges will be assessed, as well as the amount of the charge, are included in the current Fee Schedule, which is hereby incorporated into this document.

**FEE SCHEDULE.** The Fee Schedule referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Marquette Bank upon request.

**PREAUTHORIZED TRANSACTIONS.** There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our Fee Schedule, which is incorporated into this document by reference.

Refer to the "Schedule of Fees for Consumer Accounts" located at: [Product & Service Disclosures - Marquette Bank - https://emarquettebank.com/privacy-disclosures/product-service-disclosures/](https://emarquettebank.com/privacy-disclosures/product-service-disclosures/)

**DISCLOSURE OF ACCOUNT INFORMATION.** You agree that merchant authorization messages transmitted in connection with Point of Sale transactions are permissible disclosures of account information, and you further agree to release Marquette Bank and hold it harmless from any liability arising out of the transmission of these messages.

We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. If you give us your permission in a record or writing.

**AMENDING OR TERMINATING THE AGREEMENT.** We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice. Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware. We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date. If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method. Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed. Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

**SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE.** Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.
- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.
- Report all crimes to the operator of the ATM and to local law enforcement officials immediately.

### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and Marquette Bank.

## FUNDS AVAILABILITY POLICY DISCLOSURE



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This disclosure describes your ability to withdraw funds at Marquette Bank. It only applies to the availability of funds in your transaction accounts (e.g., checking accounts). We reserve the right to delay the availability of funds deposited to these accounts for periods longer than those outlined in this disclosure. Please ask us if you have a question about which accounts are affected by our availability policy.

For purposes of this disclosure, the terms "you" or "your" mean customer and the terms "our," "we," or "us" mean Marquette Bank.

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

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

**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. Electronic direct deposits will be available on the day that we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that 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 before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next business day we are open.

**DEPOSITS AT OTHER LOCATIONS.** This availability policy only applies to funds deposited at Marquette Bank. Please inquire for information about the availability of funds deposited at other locations.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays.

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

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$275.00 of your deposits, however, may be available on the day of deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will send you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$6,725 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

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

**SPECIAL RULES FOR NEW ACCOUNTS.** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725.00 of a day's total deposits of U.S. Treasury checks, U.S. Postal Service money orders, 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 deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725.00 will not be available until the second business day after the day of deposit. Funds from all other check deposits will be available on the ninth business day after the day of deposit.

**ADDITIONAL DEPOSIT INFORMATION.** Any deposit made through the mail will be considered deposited on the business day the deposit is received in the bank. Any deposit made to the night depository will be considered deposited the day it is removed from the night depository.



# Schedule of Fees for Consumer Accounts

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

Account activity printout .....	\$5.00 per copy
Account balancing assistance .....	\$25.00 per hour, \$25.00 minimum
Account closed within six months of opening .....	\$30.00
Account research fee .....	\$25.00 per hour, \$25.00 minimum
Account research - subpoena requests .....	\$20.00 per hour, \$20.00 minimum
ATM/Debit card replacement charges	
Normal (5-7 business days) .....	\$15.00
Expedited (next day shipped) .....	\$65.00
ATM transactions	
Bank owned & Allpoint ATMs .....	no charge
Non-bank owned ATMs .....	\$3.50 per transaction
(convenience fees from other financial institutions may also apply)	
CIRRUS® ATM transactions	
Withdrawal, transfer, or inquiry .....	\$3.50 per transaction
International transaction fee .....	3% of transaction
Bank-held statement .....	\$10.00 per month
Bank verification .....	\$10.00 each
Cashier's checks (customers only) .....	\$8.00
Certified checks .....	\$25.00
Check cashing (non-customer)	
Checks under \$500 .....	2.25%
Checks \$500 and over .....	2.50%
Check printing .....	Fee depends on style and quantity of check ordered
Collections	
Outgoing .....	\$25.00 plus cost
Incoming .....	\$25.00 plus cost
Currency counted, deposited or purchased .....	\$1.00 per \$1,000.00
Document or statement copy .....	\$5.00 per copy
Dormant account fee	
An account is dormant if for six months for Checking or	
three years for Savings, you have made no deposits/withdrawals.	
Checking .....	\$10.00 per month
Savings .....	\$10.00 per month
Escheatment fee .....	\$50.00
Fax Service In/Outgoing	
Domestic .....	\$1.00/page
International .....	\$3.00/page
Incoming .....	\$1.00/page
Garnishments and levies .....	\$125.00 plus legal fees
Immigration letter .....	\$10.00
Incorrect/invalid TIN .....	\$50.00 per year
Indemnity bond for lost certificates or bank check .....	\$25.00
IRA transfer fee .....	\$30.00
License Plate Stickers .....	\$5.00
Lost passbooks .....	\$10.00
Money orders (customers) .....	\$5.00

Nonsufficient funds (NSF) (each debit or check returned) .....	\$35.00
Notary public .....	\$1.00
Online Bill Payment check copy mailed or faxed to subscriber or bank ...	\$5.00
Online Bill Payment check copy mailed to merchant .....	\$5.00
Online Bill Payment inactivity fee (after 90 days of inactivity) .....	\$5.00
Online Bill Payment overnight carrier delivery charge per item .....	\$15.00
Online Bill Payment research fee for items	
over 8 months old (\$25 minimum) .....	\$25.00 per hour
Online Bill Payment return check due to subscriber error .....	\$35.00
Online Bill Payment special/custom report charge .....	\$25.00
Overdraft - each overdraft item paid .....	\$35.00
<b>Note:</b> The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.	
Continuous overdraft after fifth business day .....	\$8.00 per business day
(Up to 20 business days or until you bring account positive)	
Paper statement fee .....	\$3.00
Photocopies .....	\$0.25/page
Postage Stamps .....	Face Value
Return item charge (charge back fee)	
(checks deposited and returned) .....	\$15.00 each
Returned statement fee .....	\$3.00
Safe deposit boxes .....	sizes and annual rentals vary
(designated locations only)	
Safe deposit box drilling fee .....	\$200.00
Savings bond conversion .....	\$25.00
Signature guarantee .....	\$2.00
Stop payments - each .....	\$35.00
Telephone transfers .....	\$5.00 each
Temporary checks .....	\$2.00 each
Wire transfers	
Outgoing (Domestic) .....	\$30.00 each
Outgoing (International) .....	\$50.00 each
Incoming .....	\$20.00 each

The Bank reserves the right to assess business service charges to any personal account that operates as a business account.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty.

If your bank account at any time reaches a \$0 balance, it may be closed.

**MARQUETTE BANK**

*Love where you bank*

# FACTS

## WHAT DOES MARQUETTE BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>■ Social Security number and Payment history</li> <li>■ Income and Transaction history</li> <li>■ Account balances and Credit history</li> </ul>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Marquette Bank chooses to share; and whether you can limit this sharing.

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

<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>■ Call: 1-888-254-9500</li> </ul> <p><b>Please note:</b></p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	Call: 1-888-254-9500 or go to any local branch.

## Who we are

Who is providing this notice?

Marquette Bank

## What we do

How does Marquette Bank protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.

How does Marquette Bank collect my personal information?

We collect your personal information, for example, when you

- Open an account or Use your credit or debit card
- Pay your bills or Deposit money
- Apply for a loan

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your sharing choices will apply to everyone on your account.

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include: Marquette Insurance Services, Inc.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Marquette Bank does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *We have joint marketing agreements with a credit card company, an investment company and insurance providers.*

## Other important information