

# Deposit Account Agreement



Effective May 13, 2025

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- Terms and Conditions
- Electronic Transfers
- Funds Availability

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# TERMS AND CONDITIONS OF YOUR ACCOUNT

**AGREEMENT** - This agreement, 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 or your digital debit card or physical debit card 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 constitutes and is in addition to all other agreements, rules and regulations of the Bank governing the Accounts that are accessible by the debit card or indebtedness on which payments may be made.

This Agreement shall be governed by and construed in accordance with applicable federal laws and, to the extent applicable to us as a state chartered savings bank, the laws of the State of Wisconsin, without regard to its conflicts of law provisions. 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 North Shore Bank and the words "Customer" "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 including an authorized agent or authorized signer or, anyone who is authorized by you to use a debit card or a digital debit card that is affiliated with your deposit account(s) ("Account") and can be used for transactions at an electronic terminal, including Automated Teller Machines ("ATMs") and merchant point of sale terminals ("Terminals"). 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. For Wisconsin customers, "party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as an agent. A beneficiary of a P.O.D. account is a party only after the account becomes payable to them by reason of their surviving the original payee. A minor may be a party to an account, subject to withdrawal restrictions of Wisconsin law. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE ACCOUNT COMMUNICATIONS** - 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. We need not remind you of our recording before each phone conversation. You agree that we and/or our third-party providers, including debt collectors, may contact you by telephone, text message, or voicemail transmission at any authorized telephone number associated with your account, including wireless telephone numbers (i.e., cell phone numbers), which could result in charges to you, in order to service your account or collect any amounts owed to us. You further agree methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. You may withdraw the consent to be contacted on your wireless telephone number(s) at any time by 1) calling Customer Support at 877-6722265; 2) writing us at North Shore Bank, Attn: Customer Support, 15700 W Bluemound Road, Brookfield WI 53005; or 3) by any other reasonable means. If you have provided a wireless telephone number(s) on or in connection with any account, you represent and agree you are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and have the authority to give this consent. If you update or change your contact information, you will notify us of the change or update and provide us with your current contact information.

In order to help mitigate harm to you and your account, North Shore Bank or our third-party providers may contact you on any telephone number associated with your account, including a wireless telephone number (i.e., cell phone numbers), to deliver to you any messages related to suspected or actual fraudulent activity on your account, data security breaches or identity theft following a data breach, money transfers, or any other urgent messages permitted by applicable law. These contacts will not contain any telemarketing cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. In some instances, we use One-Time Passcodes (OTPs) that are securely sent to a telephone number associated with your account to assist us in authenticating you. This numeric code expires shortly after it's sent and is valid for only one login session or transaction.

**CUSTOMER IDENTIFICATION PROGRAM** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Even if you are an existing customer, we may ask you to provide information and documentation because it was not collected previously or to update our records. If for any reason, the information needed to verify your identity is not provided, your account(s) may be blocked or closed. In addition, if you open an account online or sign up for any of our digital services, we may record and temporarily store or retain your personal information obtained from a copy of your driver's license or other identification card.

**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 endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. 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 thirdparty check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

**Instant payments** - You may have the ability to send and receive certain payments or payment-related messages through an instant payments system. Instant payments allow you to have immediate availability of these funds. These payments may be subject to transaction limits and settlement is final. Instant payments are intended for domestic payments only. Payments sent or received outside of the United States are prohibited. Transfers using an instant payments system are subject to the applicable operating or governing rules of the instant payments system used, as well as Wisconsin's Uniform Commercial Code 4A, any applicable State or Federal law and the rules of OFAC.

## **WITHDRAWALS**

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

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

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

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

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures. If you 1) require two or more signatures to open, modify or otherwise alter the deposit account; 2) require two or more signatures on drafts, authorizations, checks or other documents; or 3) authorize someone to transact on the account, even if in a limited capacity, you agree that such arrangements are strictly between you and the other person(s) you authorize, regardless if we have notice of your arrangement or not. Your requirements do not create any obligation on our part to verify signatures or the number of 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.

**Pledge and Security Interests** - This account may not be pledged or given as a security interest to someone without our express, written consent. We are not obligated to give consent to a pledge or security interest to someone else. Unless we agree in writing, the security interest or pledge must be satisfied before the rights to withdraw from the account can be exercised, including the rights of any surviving owners or beneficiaries.

**PROCESSING ORDER** - To assist in managing your account, it's important to understand the order in which transactions appear throughout the day, or when you performed them, does not necessarily reflect the order in which they are processed to calculate your end-of-day account balance. If you do not have available funds at the time the item is paid or returned, it could result in an Overdraft or NSF Return Item Fee. The order in which we determine what items are paid or returned (if applicable), may change at our discretion. North Shore Bank generally processes transactions to your account at the end of each day, Monday – Friday, excluding federal holidays. We also process certain categories of transactions on Saturdays, excluding federal holidays. Transactions generally process in the following order:

1. Most credits process first including: sweeps, overdraft protection transfers, Remote Deposit Capture (RDC), and Automatic Clearing House (ACH) credits.
2. Debit and credit transactions performed by you or us at the Bank, at the ATM, through mobile deposit (upon Bank approval), most instant/real-time payments (i.e. Zelle™, FedNow™ etc.), or via Internet or telephone transfers and applicable transaction fees (i.e., stop payment, wire transfer, ATM, or overdraft fees agreed to at the time of the transaction) process in the date/time order they occurred.
3. Debit card transactions process in date/time order on the date they are settled by the merchant and then received at the Bank.
4. ACH debits process from lowest to highest dollar amount on the effective date they are presented and settled.
5. Debit sweeps from funding accounts to cover overdraft protection transfers.
6. Checks process in check number/numerical order.
7. Monthly interest credits and applicable account fees. See our Fee Schedule for details.

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

**Generally** - This section contains information about your account balances, non-sufficient funds (NSF) and overdraft handling. Understanding these concepts is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to Overdrafts and NSF transactions. The following terms are important to help you understand this information.

**"Account Balance" also known as "Current Balance" or "Ledger Balance"** means the funds in your account, including deposits and withdrawals made to date. Not all your transactions will be immediately reflected. As a result, only part of this balance may be available for withdrawal. The current balance does not include checks or payments, including debit card transactions, that you have initiated but have not yet cleared your account.

**"Available Balance"** means the amount of money that can be withdrawn at a point in time. North Shore Bank authorizes and pays transactions using the Available Balance in your account. The Available Balance will be less than the Account Balance when there are pending transactions such as:

- Funds held from deposits: These funds have been deposited, but are not yet fully available as described in the Funds Availability section.
- Funds held for debit card authorizations.
- Any other holds on funds in your account.

The Available Balance does not reflect every transaction you have initiated or previously authorized. Items that may not be reflected in your Available Balance include, but are not limited to:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have not received for payment or processing).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount from a gas station, but the authorized amount may be different from the final charge.
- Scheduled bill payments or other direct payments to other people that have not yet been processed.
- Debit card authorization holds that have been released but the merchant has not yet submitted the transaction for payment.

You may incur an overdrawn balance and/or an Overdraft or NSF Return Item Fee even though the available balance appeared to show there were enough funds to cover a transaction at the time you initiated it because other outstanding transactions may be presented and paid first. Although we may be obligated to pay some debit card transactions, we will not authorize debit card or NSB ATM transactions unless the available balance (including Overdraft Coverage Options) is sufficient to cover the transactions and any fee(s), and as a result you may incur fees if such transactions creates an overdraft. See the Overdraft Example with Available Balance for more information.

**"Debit card authorization"** is a merchant-authorized request for payment. We temporarily reduce (hold) the amount of the debit card authorization against the available balance for three days, or until received from the merchant, whichever occurs first. After the third day, the hold is released. Even though we release the hold when a merchant does not submit the transaction for payment in a timely manner, the obligation still applies and we must pay it when presented, even if it causes your account to become overdrawn.

**"Item"** we may use the terms "item" and "transaction" interchangeably when describing overdraft and NSF handling.

**"Overdraft"** occurs when there is not enough money in your account to pay the full amount of a check(s) or other debit transaction items (including electronic funds transfers) posting to your account, and we pay the transaction.

**"Overdrawn balance"** means one or more transactions caused the Current Balance on an account to become a negative number.

**Non-sufficient Funds or "NSF"** occurs when there is not enough money in your account to pay the full amount of a check(s) or other debit transaction items (including electronic funds transfers) posting to your account and we return the transaction.

Good account management is the best way to avoid overdrafts, NSFs, and applicable fees. A link to another account or a Home Equity Line of Credit may be less expensive than an Overdraft Fee or NSF Return Item Fee. A single larger overdraft will result in one fee, as opposed to multiple smaller overdrafts.

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 section of this agreement 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 non-sufficient 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 non-sufficient available funds.

**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 pre-authorized payments you set up will help you to know what other transactions might still post against your account. The order in which items are paid/processed is important if there is not enough money in your account to pay all of the items that are presented. For information about how and when we process these different payment types, please reference the Processing Order section for details.

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

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including our Mobile App, Online Banking, Telephone Banking and Account Alerts. For additional financial education resources, please visit [mymoney.gov](http://mymoney.gov).

**Overdraft Example with Available Balance**

Assume your current balance and available balance are \$150. On Monday, if you write a check for \$120, your balances will not change because the Bank does not know the amount of the check you wrote until it is received for payment. See the definition of available balance to understand the types of payments that the Bank doesn't know until they are presented for payment. Also on Monday, you make a \$75 debit card purchase. The merchant could ask us to authorize the payment and we'd look to the available balance to make that decision. Once authorized, we are obligated to pay the merchant, even if they do not submit the transaction for several days. We will place a temporary hold on your account for the amount authorized for up to 3 days or until the item is presented by the merchant for posting to the account, whichever occurs first. On Wednesday end of day, the debit card authorization hold is released and your available balance increases by the amount of the authorization, \$75. On Thursday, the check you wrote on Monday is received by us for payment and your \$75 debit card purchase from Monday is presented for payment. After all payments are processed at end of the day on Thursday, your current and available balances are both reduced by the amount of the transactions presented causing your account to be overdrawn, with the applicable fees being charged.

Transaction Description	Current Balance End of Day	Available Balance End of Day
<b>Monday Beginning Balance.</b>	\$150	\$150
<b>Monday – Check written for \$120*</b>	\$150	\$150
<b>Monday – \$75 debit card purchase**</b>	\$150 ( <i>\$75 Authorization only – debit card transaction not presented for payment. Authorization does not affect Current Balance.</i> )	\$150 (Beginning Balance) - <u>75</u> (Authorization hold reduces Available Balance) \$ 75
<b>Tuesday - No activity</b>	\$150 No Account Activity	\$75 No Account Activity
<b>Wednesday</b>	\$150	\$ 75 + <u>75</u> (Authorization hold expires) \$150
<b>Thursday - Monday's check and debit card transaction are presented for payment.</b>	\$150 - <u>75</u> (Debit Card purchase) - <u>120</u> (Check) -\$ 45 + applicable fees for the check***	\$150 - <u>75</u> (Debit Card purchase) - <u>120</u> (Check) -\$ 45 + applicable fees for the check***

\*The check doesn't post to the account right away. The bank doesn't know what checks you issued until they are received for payment, so the balance is unchanged.

\*\*Debit Card transactions are held for up to 3 days, or until the transaction is received by the bank for payment, whichever occurs first. After 3 days, we will increase your Available Balance when the merchant does not submit the transaction for payment in a timely manner, however, the obligation to the merchant still applies.

\*\*\*See the Personal Accounts Fee Schedule for fee information.

**Overdraft and NSF handling** - 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 overdrafts on your account without notice to you. We do not have to notify you if your account does not have sufficient funds to pay an overdraft. If we exercise our right to use our discretion to pay an overdraft, we may not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. 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. Except as described elsewhere, we may not pay items if the available balance in your account (including Overdraft Privilege Coverage, if applicable) is not sufficient to cover the item(s) and the amount of any fee(s). We may suspend your debit card due to your account being overdrawn. The debit card will remain suspended until sufficient deposits are made to bring your available balance (including Overdraft Privilege Coverage), positive. If your debit card is suspended you cannot use it for purchases or at the ATM, and if it is set up to make recurring payments, those expenses will need to be covered using another payment method. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Recipients of federal or state benefits payments who do not wish us to deduct the amount overdrawn and the overdraft/non-sufficient funds fee from funds that you deposit or that are deposited into your account may call us at 877-672-2265 to discontinue Overdraft Privilege.

**Overdraft-related fees** - Your account may be subject to a charge for each transaction that would create or increase an overdrawn balance regardless of whether we pay or return the item. We make every attempt to identify previously returned items that were charged a NSF Return Item Fee to prevent them from being charged another fee when represented for payment. Due to how merchants process returned items, we may not be able to identify every represented item. Please contact us if you receive an Overdraft or NSF Return Item Fee on an item that has been returned more than once (i.e., represented), and we will refund the fee. When we charge an Overdraft or NSF Return Item Fee, the charge reduces the Available Balance in your account and may put your account into (or further into) overdraft. All fees and charges will be included as part of the Overdraft Privilege Coverage amount. Your account may become overdrawn in excess of the Overdraft Privilege Coverage amount as a result of a fee. We limit the number of charges per processing day (see our separate Personal Accounts Fee Schedule to view the current limit) and there is a Consecutive Days Overdrawn (OD) Fee if your account balance remains overdrawn for 5 consecutive business days. Once your account becomes positive, any time it becomes overdrawn for 5 consecutive business days, we will charge your account another Consecutive Days Overdrawn (OD) Fee.

**Overdraft Privilege** - Eligible consumer and business checking accounts receive Standard Overdraft Privilege Coverage. The amount of coverage will be communicated to you separately if applicable. Under Standard Overdraft Privilege Coverage we will authorize and pay overdrafts for these types of transactions at our discretion:



- Checks;
- ACH-debits;
- Recurring debit card transactions, for example setting up your debit card to automatically pay a monthly gym membership - the merchant is responsible for coding payment requests as a one-time (everyday) or a recurring transaction;
- Online bill pay items; and
- Teller transactions

We may suspend your debit card use if you incur overdrafts in excess of the available funds in your account, including any Overdraft Privilege Coverage. Overdraft Privilege is not a line of credit; it is a discretionary overdraft service that can be withdrawn at any time without prior notice. Overdraft Privilege may be limited or discontinued if you default on any loan or other obligation to us, you or your account is subject to any legal or administrative order or levy, or if you fail to maintain any of your accounts in good standing by not bringing your account to a positive balance within 25 business days for a minimum of one business day.

If you have Standard Coverage, the Available Balance for paying checks, ACH items, and recurring debit card transactions includes the amount of the Overdraft Privilege Coverage and any available Overdraft Protection. The available balance for paying ATM and everyday debit card transactions on accounts includes any available Overdraft Protection, but does NOT include the Overdraft Privilege Coverage.

Extended Coverage - In addition to Standard Overdraft Privilege Coverage, you may have the option to opt-in to Extended Coverage. Upon opening your consumer checking account, you will receive information advising you of your choice to say 'Yes' or 'No' to Extended Coverage. Eligible business accounts are automatically granted Extended Coverage. If you have questions about Overdraft Privilege, including changing your privilege option or discontinuing the service in its entirety, contact us.

*If you say 'Yes'*

If you say 'Yes', you allow us to authorize and pay North Shore Bank ATM withdrawals and everyday debit card transactions (purchases made with your debit card on a day-to-day basis) that may cause the Available Balance in your account to become negative. If this happens we may charge an Overdraft or NSF Return Item Fee. For accounts with Extended Coverage, the Overdraft Privilege Coverage is included in the available balance for authorizing and paying North Shore Bank ATM withdrawals and everyday debit card transactions. Giving us your consent on your consumer account to pay North Shore Bank ATM withdrawals and everyday debit card transactions may result in you incurring an Overdraft or NSF Return Item Fee for transactions that we would otherwise be required to pay without assessing an Overdraft or NSF Return Item Fee.

*If you say 'No'*

If you choose to say 'No', you do not allow us to authorize North Shore Bank ATM withdrawals and everyday debit card transactions into a negative Available Balance. Instead, your NSB ATM and everyday debit card transactions will be declined and you will not be charged a fee. However, you may have an overdrawn balance because of intervening transactions we did not know about at the time of authorization.

#### **Consumer Overdraft Protection**

We offer Overdraft Protection that may help prevent overdrafts by automatically transferring funds to your checking account from another eligible account or Home Equity Line of Credit you may have at North Shore Bank for a fee or finance charge. This Overdraft Protection option is available through a separate written agreement. Contact us for more information.

**REMOTELY CREATED CHECKS** - If you give information about your deposit account (such as our routing number and your account number, or both) to a person or entity who is seeking to sell you property, goods or services, and you don't physically deliver a signed check to such person or entity, any debit to your account initiated by such person or entity to whom you gave the information is deemed to be authorized by you.

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.

**AUTHORIZED AGENT/SIGNER** - An authorized agent is a person who by the terms of the account, has a present right, subject to request, to payment from the account on behalf of all of the parties to the account. Owners do not give up any rights to act on the account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

**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.

The following ownership and beneficiary designations apply to Wisconsin only:

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

**Joint Survivorship Account (Not As Tenants In Common)** - Such an account is issued in the name of two or more persons. Each of you intend that upon your death the balance in the account (subject to any previous pledge to which we have consented) 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.

**Marital Account** - is an account established without the right of survivorship by two parties who claim to be husband and wife and is payable on request to either or both parties.

**Joint Account - No Survivorship (As Tenants In Common)** - This is an account, other than a Marital Account or Joint Survivorship Account, owned by two or more parties and payable on request to one of two or more parties. The parties do not intend (merely by opening this account) to create any right of survivorship in any other party. We encourage the parties 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.

**Single Account or Joint Survivorship Account with P.O.D. Beneficiaries** - Pay-on-death beneficiaries acquire the right to withdraw only if: (1) all parties creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

**Marital Account with P.O.D. Beneficiaries** - Upon the death of either party, 50% of the funds on deposit are owned by the survivor and 50% are owned by the P.O.D. beneficiary(ies) named by the deceased party. If two or more beneficiaries are named by a party and survive the death of the party, they shall equally share the 50% that they own, without right of survivorship. The persons creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

**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.

**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.

**MINOR ACCOUNTS** - We may require any account opened be joint with an owner under the age of 18 to be joint with an account owner who has reached the age of majority under appropriate state law. The joint owner will be jointly and individually liable for any overdrafts, non-sufficient funds, or amounts owed on any deposit account. We may direct funds to the minor regardless of their age. The parent or guardian of the minor will not have access to the account unless they are a joint account owner.

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

The following ownership and beneficiary designations apply to Illinois only:

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

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

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

**Revocable Trust or Pay-On-Death 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.

**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.

**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.

**MINOR ACCOUNTS** - We may require any account opened be joint with an owner under the age of 18 to be joint with an account owner who has reached the age of majority under appropriate state law. The joint owner will be jointly and individually liable for any overdrafts, non-sufficient funds, or amounts owed on any deposit account. We may direct funds to the minor regardless of their age. The parent or guardian of the minor will not have access to the account unless they are a joint account owner.

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

**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. A release of the stop-payment request may be made by an authorized person assigned to the account. 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 stoppayment 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.

**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 or debit card, 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. If the account balance falls to zero, we may consider the account to be voluntarily closed by you as of that date. We will have no liability for any transaction that you intend to occur after the account is closed. Additionally, your debit card remains the property of the Bank and shall be surrendered by you upon request. We may terminate or suspend your privilege of using the debit card and may withhold approval of any transaction at any time.

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. 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.

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

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 calendar 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 calendar 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 calendar-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 calendar days. Failure to examine your statement and items and report any errors to us within 60 calendar 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.

**ACCOUNT TYPE CHANGES** - You may change your existing account to a different account type that is currently offered and you meet the qualifications. All terms and conditions of the account type you're transferring to are applicable and in effect immediately (e.g., minimum or combined balance requirements, applicable fees, etc.). 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.

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.

**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 (for Wisconsin only)** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If a joint or P.O.D. account requires the signatures of all of the parties for purposes of withdrawal then the account shall be subject to setoff to the extent of the net contributions of the debtor party to the account. 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, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. 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.

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. 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.

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

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



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

**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. We may decline payment of a check or other item drawn against your account that is presented for payment over the counter at the bank.

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

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

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

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

**DEATH OR INCOMPETENCE** - You agree to notify us promptly and provide acceptable proof of death 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. In the event of your death, we may not release funds on deposit until all legal documents we require are accepted by us.

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

**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.

**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. 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. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

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. 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. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

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

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

Your debit card and PIN are provided solely for your use and protection. You shall at all times: (1) safely keep the debit card and PIN and not permit anyone else to use them (2) not record the PIN on the debit card or otherwise disclose or make it available to anyone else, and (3) use the debit card, PIN and Terminals only as instructed and only for purposes authorized by us. You will immediately report any loss, theft, disappearance or known or suspected unauthorized use of the Card or any disclosure of the PIN. We have no obligation to you if anyone refuses to honor the debit card or if you cannot make a cash withdrawal or deposit at an ATM or similarly- functioning machine.

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 for business product types can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of

checks/ACH, a lot of checks to the general public, or checks for large dollar amounts. Your refusal or inability to protect your account may result in account closure or reduced account services.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, pre-authorized draft or demand draft) is a draft or check that can be used to withdraw money from your 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). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank 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 if we failed to use ordinary care which substantially contributes to the loss.

**Financial Exploitation** - As permitted by law and for the protection of vulnerable adults (i.e., elderly or senior adults, or any eligible, at-risk adult as defined by applicable law), we may act on, or decline to act on certain transactions to mitigate financial abuse. Examples we may take include (1) delaying, declining or placing holds on transactions involving the adult's account; (2) approving or denying requests to modify an account (i.e., transferring funds, changing ownership or beneficiaries); or (3) notifying third parties of the financial exploitation. We will not be liable for the actions we took if we acted in good faith and exercised reasonable care.

**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.

**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 every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in the "Electronic Fund Transfers" section. 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 (i.e. certificates of deposit) even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawals for additional information.

**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.

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

**INTERNATIONAL TRANSACTIONS** - Financial institutions are required by law to scrutinize or verify any international transaction, including international ACH transactions (IAT) against the Sanctions Lists issued by the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of a transaction and potentially affect the settlement and/or availability of such payments.

**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.

**CHANGES IN NAME AND CONTACT INFORMATION** - You are responsible for notifying us of any change in your name, address, telephone number and email we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing by at least one of the account holders. Informing us of your address or name change, for example, 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.

**CHECKING ACCOUNT SUB ACCOUNTS** - Checking Accounts consist of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If the Checking Account is interest bearing, the savings sub account will earn interest in the same manner as the checking sub account. Otherwise, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts.

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## RESOLUTION OF DISPUTES BY ARBITRATION

**PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.**

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a "Claim" as further defined under the heading "Claims Covered by Arbitration"), including all questions of law or fact related there to.

**Agreement to Arbitrate:** Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

**Claims Covered By Arbitration:** Claims or disputes between you and us about your deposit account, transactions involving your deposit account, safe deposit box, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims."

**Claims Not Covered By Arbitration:** Claims subject to our agreement to arbitrate shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.

**Commencing an Arbitration:** The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes, as applicable (collectively, the "AAA Rules") of the AAA, as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at [adr.org](http://adr.org), by calling the AAA at 800-778-7879, or upon request.

A form for initiating arbitration proceedings is available on the AAA's website at [adr.org](http://adr.org). If the AAA is unavailable, the arbitration shall be administered by another arbitration provider as agreed to by the parties or selected by the court.

**Arbitration Procedure:** The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our account Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

**No Class Action or Joinder of Parties:** The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim; any injunctive relief must be individualized in nature and cannot affect Account holders other than the claimant. YOU AND THE BANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Waiver of trial by jury. YOU IRREVOCABLY WAIVE ANY RIGHT YOU HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING BY US AGAINST YOU OR BY YOU AGAINST US INVOLVING THIS AGREEMENT OR ANY MATTER IN DISPUTE BETWEEN YOU AND US THAT ARISES IN ANY WAY FROM THIS AGREEMENT.**

**Arbitration Costs:** Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,000 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

**Applicable Law:** You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

**Severability:** Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

**Other Remedies:** This Agreement and the exercise of any of the rights you and we have under this provision shall not prohibit you or us from exercising any lawful rights either of us has to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including setoff rights as described in this Agreement.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

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

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

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

**Easy Access Telephone Banking (toll free at 800-411-3279), and Mobile and Online Banking Transactions** - You may access your account(s) 24 hours a day, seven days a week, by touch tone telephone for Easy Access, or with electronic devices through our Mobile App or the Internet by logging onto our website at [northshorebank.com](http://northshorebank.com) and using your credentials, to:

- transfer funds between eligible accounts
- make payments from eligible accounts to loan accounts with us
- make payments from eligible accounts to third parties using available payment services (for Mobile and Online Banking only)
  - refer to our separate fee schedule for applicable charges
- get information about:
  - the account balance of all your account(s)
  - deposits to your account(s)
  - withdrawals from your account(s)

**Account Access: ATM Transactions - types of transactions and dollar limitations** - You may access your account(s) by ATM using your debit card and PIN to:

- make deposits to your eligible account(s) - all deposits and payments are subject to verification and the credit will be reversed if the Bank does not actually receive the funds from the deposit

- get cash withdrawals from account(s)
- transfer funds between your eligible account(s) whenever you request • get information about:
  - the account balance of your account(s)

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

You may also use your debit card to:

- purchase goods or services wherever the card is accepted or to obtain cash from any financial institution which honors the card
- pay bills directly from your account in the amounts and on the days you request

#### Debit Card Information

**1. Limitations on Use of Debit Card** - Neither the Bank nor any Terminal owner is liable to you if the transaction is not completed and you have violated any of these Rules. You may not (a) request any transaction at a Terminal if you know that the Terminal is malfunctioning or not operating (b) attempt any transaction without the Card, or when requested, the PIN (c) attempt to complete any transaction at a Terminal which requires the assistance of a clerk to complete, except on the same day and the same place where you initiated the transaction (d) attempt to initiate any transaction in connection with an Account which has been closed by you or us, or which is subject to legal process or other encumbrance (e) request a withdrawal or transfer of funds from an Account (1) if the withdrawal or transfer would overdraw the Account, or if the Account is maintained in connection with a line of credit or overdraft privilege limit, would exceed the limit, or (2) in an amount in excess of any dollar limitations imposed by Terminal operator, or (f) deposit a check or draft which is (1) drawn by or payable to the order of someone other than the Customer presenting the Card (2) not endorsed by the Customer presenting the Card (3) not payable in U.S. dollars (4) dated more than six months after the date of the transaction (5) in violation of any stated restriction on the check or draft (for example, not valid after 30 days), or (6) in an amount in excess of any limitations imposed by the Terminal operator.

**2. Refunds on Purchases** - Any claim or defense with respect to property or services purchased with the Card must be handled by you directly with the merchant or other business establishment which accepts the Card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

**3. Goods or Services Provided** - We are not responsible for the refusal of any person to honor your debit card, or for any goods or service you purchase with the debit card.

**4. Digital Wallet** - You can access your card digitally by adding it to your digital wallet after completing the authentication process. Once you receive your physical card and activate it, you can add it to the digital wallet. Not all merchants or ATMs accept digital cards or payments using a digital wallet. We are not the provider of the digital wallet and are not responsible for how it functions.

**5. Temporary Digital Card** - If you choose to add this card to your wallet, the temporary digital card will expire 30 calendar days after the date the card was issued or when the physical card is activated, whichever comes first. Furthermore, if you set up your temporary digital card for recurring payments, you will need to notify the payees of the updated expiration date and CVV2 security code that can be found on your physical card.

**6. MasterCard Automatic Billing Updater (ABU) Service** - We participate in the ABU service. When your card number or expiration date is updated, transferred or closed, we will provide the updated card information to merchants who participate in ABU with whom you may have automatic billing arrangements (such as telecom, utilities, or insurance providers). Since not all merchants participate in ABU, you should notify each merchant with whom you have automatic billing arrangements of the updated/new card information to ensure your payments are not interrupted. If you do not want us to provide your card updates through ABU, please call the customer service number on the back of your card and allow 60 calendar days for your opt out to take effect.

**Currency Conversion and Cross-Border Transaction Fees.** If you initiate a transaction with your MasterCard®-branded Debit Card in a currency other than US Dollars, MasterCard will convert the charge into a US Dollar amount. The MasterCard currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by MasterCard. The exchange rate MasterCard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

MasterCard charges us a Currency Conversion Assessment for performing the currency conversion. In addition, MasterCard charges us an Issuer Cross-Border Assessment on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction that occurs at a card acceptance location in a different country from the country in which the card was issued. This means a cross-border transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is a cross-border transaction even though made while you are physically in the United States. Please see the Personal Accounts Fee Schedule for details.

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

#### FEES

For some Mobile and Online Banking services, applicable fees are presented at the time you initiate a transaction.

ATM withdrawals, and balance inquiries performed at an ATM not owned by us may be subject to a fee. Balance inquiry fees may be charged even if you do not complete a fund transaction. For more information, see the Personal Accounts Fee Schedule issued at time of account opening, as amended from time to time. When you use an ATM not owned by us, you may also incur a fee from the ATM operator.

#### DOCUMENTATION

**Terminal and point-of sale-transaction receipts.** You can get a receipt at the time you complete a transaction at an ATM. For purchase transactions, the merchant can provide you a receipt. However, you may not get a receipt if the amount of the transaction is \$15 or less.

**Pre-authorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call our Easy Access line, log onto Online Banking, or call us toll free at 877-672-2265 to find out whether or not the deposit has been made.

#### Periodic statements.

You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no electronic fund transfers as explained in this section, in a particular month. In any case, you will get a statement at least quarterly.

If you have a passbook account that may not be accessed by any electronic fund transfer other than a pre-authorized deposit to your account, when you bring in your passbook we will record any electronic deposits that were made to your account since the last time you did so.

#### STOP PAYMENTS

**Right to Stop Payment for Pre-authorized Payments.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**Liability for failure to stop payment of pre-authorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Right to Stop Payment for Debit Card Payments.** You may not stop payment on any single entry original purchase or cash withdrawal originated by use of the debit card, and we have no obligation to honor such request. You may stop payment on a pre-authorized recurring payment originated by use of the debit card, if the request adheres to the conditions we set forth.

a. Pre-Authorized Recurring Payment. To stop a pre-authorized recurring payment on your debit card, you must notify us within a minimum of three business days prior to the scheduled date of transaction; the initial notification date is not considered day one within the three business day requirement. You must provide us with the following information; failure to provide such information will nullify our obligation to honor such request: (1) the exact pre-authorized recurring payment amount; a payment transaction amount range will



not be accepted (2) the card acceptor name (merchant) that has previously originated the pre-authorized recurring payment on your debit card (3) the exact date of your previous pre-authorized recurring transaction from the card acceptor (merchant), and (4) the date of the next scheduled recurring transaction from the card acceptor (merchant).

b. Liability. You agree to indemnify and hold us harmless from any and all claims, liabilities, costs, and expenses, including but not limited to court costs and attorney fees, resulting from or growing out of our refusal to pay the identified pre-authorized recurring payment. We will not be liable to you if we pay the identified pre-authorized recurring payment if we acted in good faith or exercised ordinary care. Any damages that you incur and which we may be liable for are limited to actual damages not to exceed the amount of the item.

The request to stop a pre-authorized recurring payment shall remain in effect for a total of forty consecutive months, unless you notify us otherwise. If you receive a new Card, and there is an existing request to stop a pre-authorized payment in place, you must notify us within three business days of receiving your new Card. A fee shall be charged for each request to stop a pre-authorized recurring payment, see the Personal Accounts Fee Schedule for fee amount.

To stop a pre-authorized recurring payment on your Card, contact us by telephone at 877-672-2265. Your request must be received at least three business days prior to the next scheduled transaction date. Please contact us to discuss a free alternative solution that may be an option to dismiss pre-authorized recurring payment transactions.

#### BANK'S LIABILITY

**Liability for failure to make transactions.** If we do not complete a transfer to or from your account on time or in the correct amount. In accordance with these rules and other rules, laws, and agreements governing your account, we will be liable for your losses or damages subject to the exceptions set forth in the Electronic Fund Transfers Act (Act). However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money for the transaction.
- (2) If you have, an overdraft line and the transaction would exceed the credit limit, or your overdraft privilege limit.
- (3) If the ATM you are using does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- (5) The funds are subject to legal process or other encumbrance restricting such transfer.

Under no circumstances shall we be liable to you for any damages related to any act or failure to act resulting from an act of God or other circumstances beyond our control, including but not limited to natural disasters, fires, strikes, power shortages or loss, and system or network malfunctions despite reasonable precautions taken by us. Except for its own negligence, we are not liable for any personal injury or tangible property damage suffered or incurred by you through your use or attempted use of the Card at a Terminal. We shall not be liable for consequential damages.

#### CONFIDENTIALITY

We will disclose information to third parties about your account or the transactions you make:

- (1) where it is necessary for completing transactions or tracing transactions or resolving errors or claims; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission; or
- (5) for programs offering special benefits through third-party vendors we participate with (i.e., Cash Back Rewards), or
- (6) in any other matter as permitted by law

#### UNAUTHORIZED TRANSACTIONS

##### (a) Consumer liability.

• **Generally.** Tell us at once if you believe your card, PIN, passwords, or other credentials that provide access to your accounts have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or debit card. Telephoning is the best way of keeping your possible losses down. Call or write us at the telephone number or address listed in this disclosure. You could lose all the money in your account plus any overdraft privilege or accounts connected for overdraft protection. If you believe your card or PIN has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than the lesser of \$50 or the amount of the Unauthorized Electronic Fund Transfer, as herein defined, that occur before notice to us if someone used your card or PIN without your permission and such use constituted an Unauthorized Electronic Fund Transfer.

If you do **NOT** tell us within 2 business days after you learn of the loss or theft of your card and/ or PIN, and we can prove we could have stopped someone from using the card and/ or PIN without your permission if you had told us, you could lose as much as \$500 in accordance with the provisions of Regulation E of the Electronic Fund Transfers Act.

Also, if your statement shows transactions that you did not make which constitute Unauthorized Electronic Fund Transfers, including those made by card, PIN or other means, tell us **AT ONCE**. If you do not tell us within 60 calendar days after the statement was provided to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time period.

An "Unauthorized Electronic Fund Transaction" means any electronic fund transaction from your account initiated by a person or entity other than you without actual authority to initiate such transaction and from which you receive no benefit, but the term does not include any electronic fund transaction (1) initiated by a person or entity other than you who was furnished with the card, PIN or other means of access to your account by you, unless you notified us that transactions by such person or entity are no longer authorized, (2) initiated with fraudulent intent by you or any person or entity acting in concert with you, or (3) which constitutes an error committed by us.

• **Additional Limits on Liability for MasterCard®-branded Debit Card.** You will not be liable for any unauthorized transactions using your Mastercard®-branded Debit Card if: (1) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (2) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply. MasterCard is a registered trademark of MasterCard International Incorporated.

(b) **Contact in event of unauthorized transaction.** If you believe your card and/ or PIN has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transaction has been made using the information from your check without your permission.

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions about Your Electronic Transactions, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 calendar days after we sent the FIRST statement on which the problem or error appeared. Call us 24 hours a day, 7 days a week at 888-437-0103 or write us at: North Shore Bank Customer Support, 15700 W. Bluemound Rd., Brookfield, WI 53005.

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

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put the complaint in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

We will inform you of the results of our investigation within 10 business days after we hear from you. We will promptly correct any error. If we need more time, however, we may take up to 45 calendar days to investigate your complaint. In the case of point-of-sale transactions and foreign-initiated transactions, we may take up to 90 calendar days to complete our investigation. If we decide to do this, we will provisionally credit your account within 10 business days for the amount in question. If a claim is made within 30 calendar days of opening an account, we may take up to 90 calendar days to investigate your complaint. If we decide to do this, we will provisionally credit your account within 20 business days for the amount in question. We do not issue provisional credit on non-fraudulent disputes or transactions not covered by the Electronic Fund Transfers Act. If we determine there is no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in the investigation. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.



NORTH SHORE BANK,  
CUSTOMER SUPPORT CENTER  
15700 W. BLUEMOUND ROAD  
BROOKFIELD, WISCONSIN 53005  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: Toll free at 877-672-2265  
or contact your local branch office

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## FUNDS AVAILABILITY

This policy statement applies to "transaction" accounts and savings accounts. Transaction accounts, in general, are accounts, which permit an unlimited number of payments to third persons and an unlimited number of telephone and pre-authorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day, we are not open, we will consider that the deposit was made on the next business day we are open. Deposits made at our night depository or through our lock box service are considered received on the business day they are removed from the facility and are available for processing. See our Mobile Banking App Terms and Conditions for funds availability on mobile deposits.

If you make a deposit at an ATM before 9:00 P.M. CST on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 9:00 P.M. CST or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

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

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit (or same day we receive your deposit for checks drawn on us and North Shore Bank official checks). 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 \$500 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day (or same day we receive your deposit for checks drawn on us and North Shore Bank official checks), we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$8,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$8,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$8,000 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 \$8,000 will not be available until the second business day after the day of your deposit.

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

### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the first business day after the day of your deposit.

As of November 1, 2024, you will not be able to make deposits at ATMs we do not own or operate.

ATMs that we own or operate include ATMs located on our property, within any of our branches or contains the North Shore Bank name and branding.