

THREE FINANCIAL CENTRE  
LITTLE ROCK AR 72211

## Truth in Savings Disclosure

Terms following a ☐ apply only if checked.

Acct: ROCK OF AGES GOLD

Acct #:

Date:

06/02/2023

☒ The interest rate and annual percentage yield stated below are accurate as of the date printed above. If you would like more current rate and yield information please call us at (833)253-2265 .

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

☐ **FIXED RATE**

☐ The interest rate for your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_. We will pay this rate \_\_\_\_\_ . We will not decrease this rate unless we first give you at least 30 days notice in writing.

☐ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. We will pay these rates \_\_\_\_\_ .

We will not decrease these rates unless we first give you at least 30 days notice in writing.

☒ **VARIABLE RATE**

☒ The interest rate for your account is \_\_\_\_\_ .50 % with an annual percentage yield of \_\_\_\_\_ .50 %. Your interest rate and annual percentage yield may change.

☐ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

**Determination of Rate.**

☒ At our discretion, we may change the interest rate on your account.

☐ The interest rate for your account \_\_\_\_\_ .

☐ The fixed initial rate is not determined by this rule.

☐ The initial interest rate on your account \_\_\_\_\_ .

Subsequent rates \_\_\_\_\_ .

**Frequency of Rate Change.**

☒ We may change the interest rate on your account at any time \_\_\_\_\_ .

☐ Your initial interest rate will not change \_\_\_\_\_ .

We may change the interest rate on your account at that time and \_\_\_\_\_ thereafter.

**Limitations on Rate Changes.**

☐ The interest rate for your account will not \_\_\_\_\_ by more than \_\_\_\_\_ each \_\_\_\_\_ .

☐ The interest rate will not be less than \_\_\_\_\_ % or more than \_\_\_\_\_ %.

☐ The interest rate will not \_\_\_\_\_ the interest rate initially disclosed to you.

## Minimum Balance Requirements

☒ **To Open the Account.** You must deposit at least \$100.00 to open this account.

☐ **To Avoid Imposition of Fees.**

To avoid the imposition of the service charge you must meet the following requirements:

☐ A service charge of \$ will be imposed every statement cycle if the balance in the account falls below \$ any day of the statement cycle.

☐ A of \$ will be imposed every if the average daily balance for the falls below \$.

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

To avoid the imposition of the you must meet the following requirements:

☐ A of \$ will be imposed for transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the balance in the account falls below \$ any day of the .

☐ A of \$ will be imposed for transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the average daily balance for the falls below \$ . The average daily balance is calculated

by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is .

☒ **To Obtain the Annual Percentage Yield Disclosed.**

☒ You must maintain a minimum balance of \$ 5,000.00 in the account each day to obtain the disclosed annual percentage yield.

☐ You must maintain a minimum average daily balance of \$ to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

## Compounding and Crediting

☒ **Frequency.** Interest will be compounded monthly.

Interest will be credited to your account monthly.

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

## Balance Computation Method

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

☐ **Average Daily Balance Method.** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

## Accrual of Interest on Noncash Deposits

☒ Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

☐ Interest begins to accrue

you deposit noncash items (for example, checks).

## **Bonuses**

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- ☐ You will \_\_\_\_\_ as a bonus . ☐ You must maintain a minimum \_\_\_\_\_ of \$ \_\_\_\_\_ to obtain the bonus.
- ☐ To earn the bonus, \_\_\_\_\_ .

## **Transaction Limitations**

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- ☐ The minimum amount you may deposit is \$ \_\_\_\_\_ .
- ☐ The minimum amount you may withdraw is \$ \_\_\_\_\_ .
- ☐ During any \_\_\_\_\_ monthly statement cycle \_\_\_\_\_ , you may not make more than \_\_\_\_\_ withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.
- ☐ \_\_\_\_\_

- ☐ You may only make \_\_\_\_\_ deposits into your account each statement cycle.
- ☐ You may only make \_\_\_\_\_ ATM \_\_\_\_\_ your account each statement cycle.
- ☐ You may only make \_\_\_\_\_ preauthorized transfers \_\_\_\_\_ your account each statement cycle.

## **Additional Terms**

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Interest Rate .50% APY .50%  
We will pay this rate monthly on balances over \$5,000.00

This account is available for ages 62 or better.

This account offers 1 box of free checks per year, and 1 year small  
Safe Deposit box for free.

## **Electronic Signature Consent Statement and Disclosure**

This statement asks for your consent so that we can provide communications and information to you in an electronic format rather than in paper format. Before you decide whether or not you wish to provide your consent to receiving electronic disclosures, you should read and consider the following information. For your consent to be effective, your computer and browser will need to meet the hardware and software requirements discussed below.

This statement contains important information that we are required by law to provide to you. You should keep a copy for your records. If you have any questions about e-signatures or esign disclosures that are not answered, feel free to communicate with us using any of the following contacts:

Stone Bank

P.O. Box 2750

Mountain View, AR 72560

833-253-2265

customerservice@stonebank.com

Our web services are designed and built to provide records to you in electronic form. You cannot enroll in the online services without agreeing to receive the consents and disclosures in electronic form.

If you consent, we may also provide other disclosures in an electronic format. These disclosures may include but are not limited to the following:

Updates or Amendments to our Internet Banking and Bill Payment Agreement;

Monthly account statements;

Notice of change in account terms;

Notice of fee changes;

Responses to any questions you may have about electronic funds transfers;

Privacy and security notices.

### **1. How to Obtain Electronic Disclosures (E-Disclosures)**

We will always post our most current electronic signature agreements on our website. If any amendment(s) to this agreement results in an adverse affect upon our customers, we will provide at least 30 days prior notice through a secure online message and/or external email alert.

We may also send you an external email notice and/or secure message to inform you where other important disclosures or account statements can be viewed on our website.

You may download or print all electronic notices and disclosures from your computer if you have the hardware and software described below. You can also save copies of electronic notices and disclosures to your hard drive or other media for viewing and printing at a later time.

If you have trouble printing or if you need a paper copy for a special situation, you may request a paper copy from us by contacting us through any of the methods listed above. If you need a paper copy of any E- disclosure, we will provide the first copy for free.

## 2. System and Equipment Requirements

Prior to accepting the electronic delivery of disclosures, you should verify that you have the required hardware and software necessary to access the system and retrieve documents and disclosures in an electronic format. You will need:

Internet Access.

A computer and Internet browser that can supports 128-bit encryption.

For security purposes, we support the most current version of popular browsers, such as Microsoft Internet Explorer, Mozilla/Firefox, Netscape Navigator/Communicator, or AOL's browser. The most current browser versions are typically more secure and will support 128 bit encryption.

A printer for printing E- disclosures and/or you sufficient hard-drive space or other media (e.g. CD, DVD) if you plan to save disclosures in an electronic format.

An external email address. This is necessary so that we can send you notices when E- disclosures are available on our website.

We may revise hardware and software requirements from time-to-time. If there is a material chance that the changes may impact your ability to access the system or E-disclosures, we will notify you of these changes thirty (30) days in advance. At that time, you will be given an opportunity to change the format of your disclosures (e.g. change from an electronic format to paper format) without the imposition of any fees.

## 3. Cancellation of E-Disclosures

If you consent to receive E-disclosures and later change your mind, you may withdraw your consent and change to paper delivery format.

You can notify us of your intent to cancel E-disclosures by sending us a secure message through our web site, our Internet Banking Service, or by contacting us through any of the methods listed above.

If you send us a secure message or write us a letter, please be sure to identify yourself and the applicable accounts.

## 4. Address Changes

In order to provide E-disclosures, we must maintain current customer email address at all times. It is your sole responsibility to provide us with your correct contact information, including your email address.

You should notify Stone Bank of any changes to your personal contact information by calling us at: 833-253-2265 or you can update your personal information at any of our branch locations.

## 5. Proceed with Acceptance of E-Disclosures

With your acceptance below, you agree to accept e-signature and other related disclosures in an electronic format. You also agree that you have the necessary equipment for accessing and viewing the disclosures and you agree to notify us if you change your email address or if you no longer want to receive disclosures electronically.

# Terms and Conditions of Your Account

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## **(1) Important Information about Procedures for Opening a New Account**

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To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## **(2) Agreement**

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

## **(2) Agreement, Continued**

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

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

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

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

## **(3) Liability**

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

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

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

## **(4) Deposits**

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We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid

## **(4) Deposits, Continued**

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

## **(5) Withdrawals**

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

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

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

**Cash Withdrawals.** We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. 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.



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## **(5) Withdrawals, Continued**

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

## **(6) Ownership of Account and Beneficiary Designation**

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These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

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

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

**Pay-On-Death Account.** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, with right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

## **(7) Business, Organization, and Association Accounts**

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

## **(8) Stop Payments**

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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 stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

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## **(8) Stop Payments, Continued**

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You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop-payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

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

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

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## **(9) Telephone Transfers**

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

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## **(10) Amendments and Termination**

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

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## **(11) Notices**

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Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## **(12) Statements**

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

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

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

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

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

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

## **(13) Direct Deposits**

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

## **(14) Temporary Account Agreement**

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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.

## **(15) Setoff**

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

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

## **(16) Check Processing**

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

## **(17) Check Cashing**

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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 such 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.

## **(18) Truncation, Substitute Checks, and Other Check Images**

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

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## **(19) Remotely Created Checks**

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

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

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## **(20) Unlawful Internet Gambling Notice**

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

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## **(21) ACH and Wire Transfers**

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

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## **(22) 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.

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## **(23) Agency (Power of Attorney) Designation**

Agents may make account transactions on behalf of the parties, but have no ownership or rights at death unless named as Pay-on-Death beneficiaries. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner

## (23) Agency (Power of Attorney) Designation, Continued

is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, 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.

## (24) Restrictive Legends or Indorsements

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

## (25) Account Transfer

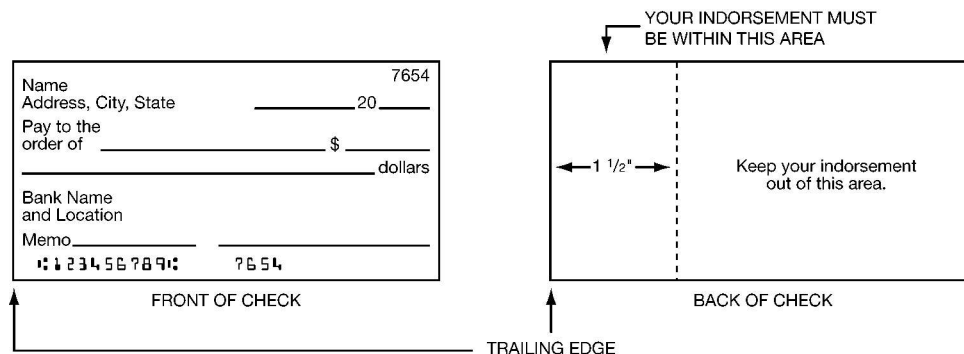
This account may not be transferred or assigned without our prior written consent.

## (26) Indorsements

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

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

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



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## **(26) Indorsements, Continued**

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

## **(27) Death or Incompetence**

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

## **(28) Fiduciary Accounts**

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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.

## **(29) Credit Verification**

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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.

## **(30) Legal Actions Affecting Your Account**

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

## **(31) Account Security**

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**Duty to Protect Account Information and Methods of Access.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your

### **(31) Account Security, Continued**

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money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

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

### **(32) Telephonic Instructions**

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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 or leave by voice mail or on a telephone answering machine.

### **(33) Monitoring and Recording Telephone Calls and Consent to Receive Communications**

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

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

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

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

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



### **(33) Monitoring and Recording Telephone Calls and Consent to Receive Communications, Continued**

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

### **(34) Claim of Loss**

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The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

### **(35) Early Withdrawal Penalties (and involuntary withdrawals)**

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

### **(36) Address or Name Changes**

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

### **(37) Resolving Account Disputes**

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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.

### **(38) Waiver of Notices**

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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.

### **(39) Additional Terms**

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# Terms and Conditions Overdraft Addendum

## Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

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

### Generally

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

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

☐ If you use our \_\_\_\_\_ and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

☐

☐ **Determining Your Available Balance.** We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

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

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

☐ For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

☒ **Determining Your Account Balance.**

We use the "actual balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction.

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

☒ **Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

☐ For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service.

☒ For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions.

☐ **Overdrafts.**

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

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

☐ **Nonsufficient Funds (NSF) Fees.**

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

☒ For information about how and when we process these different payment types, see the "Payment Order of Items" section below.

☐ **Payment Types.**

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

☐ **Balance Information.** Keeping track of your balance is important. You can review your balance in a number of ways including

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

☐ **Funds Availability.**

☐ **A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

☒ On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold.

☒ **Payment Order of Items.** The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees. Our policy is:

Assuming that all transactions below are made and received by the Bank within the same banking day, they will post to your account in the following order:

1. Deposits (subject to our Funds Availability Policy) and other credits to your account except for interest which is credited to your account after all transactions for the day are posted.
2. Debit card transactions and ATM withdrawals, all in time-stamp order.
3. Teller cash withdrawals, wire transfers, and items deposited to your account that are returned to us unpaid, in lowest-to-highest dollar amount order
4. Automatic loan payments not authorized via Internet Banking or the 24-Hour Convenience Line, in the order authorized
5. ACH debits and debits that you have authorized via the 24-Hour Convenience Line, Internet Banking, or Mobile banking (including, but not limited to, bill payment transactions, External Transfers, and People Pay transactions), all in time-stamp order.
6. All other checks presented against your account (including paper checks, substitute checks created from paper checks, remotely-created drafts), all in lowest-to-highest dollar amount order.
7. Fees are imposed against your account as they are assessed.
8. Any interest due to be credited to your account that day.

## IMPORTANT ACCOUNT INFORMATION FOR OUR CUSTOMERS

from

Stone Bank  
PO Box 2750  
Mountain View, AR 72560  
833-253-2265  
[www.stonebank.com](http://www.stonebank.com)

### YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to all transaction accounts.

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

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your accounts. 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. 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 \$225 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 after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or 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 \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 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 \$5,525 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 tenth business day after the day of your deposit.

Fee Schedule - Effective 12/1/19

Type of Fee	Fee Amount	Additional Info
Account Balancing/Customer Service Research/HR (per hour)	\$ 20.00	
Advanced Business Banking	based on average YTD balances	
ACH Origination (one time setup)	see agreement	
ACH Origination Monthly Fee	see agreement	
Cards - Gift Cards	\$ 4.00	
Cards - Reloadable and Travel Cards	\$ 9.00	
Cashier Check	\$ 5.00	
Charge-Back Fee (per item)	\$ 10.00	
Collections	\$ 10.00	
Dormant Account Fee per month	\$6.00 per month	A checking account will be considered dormant after 1 year of inactivity. A savings account will be considered dormant after 2 years of inactivity.
Duplicate Statement Address	\$ 7.50	
Fax	\$ 3.00	3.00 first page, 1.00 each additional page
Foreign Wire Fee	\$ 55.00	
Garnishments/Levies	\$ 50.00	
Medallion Stamp	\$ 25.00	
Notary Services	\$ -	
NSF/Overdraft Fee (each)	\$ 30.00	
Photocopies (each)	\$ 0.25	
RDC Monthly Fee	see agreement	
Remote Deposit Capture (one time installation fee)	see agreement	
Replace Debit Pin	\$ 5.00	
Replacement Debit Card	\$ 10.00	
Safe Deposit Box 10x10	\$ 60.00	
Safe Deposit Box 3x10	\$ 30.00	
Safe Deposit Box 3x5	\$ 25.00	
Safe Deposit Box 5x10	\$ 40.00	
Safe Deposit Box Drill Fee	\$ 120.00	
Safe Deposit Box Key Replacement	\$ 30.00	
Statement Fee (mailed monthly)	\$ 3.00	e-statements are free
Statement printout	\$ 10.00	
Stop Payments	\$ 30.00	
Temporary Checks	\$ 10.00	12 for \$10.00
Transfer	\$ 2.00	
Wire Transfer Fee (Outgoing)	\$ 25.00	

## **Stone Bank Online Banking Agreement & Disclosure**

This agreement provides information about the Online Banking Service of Stone Bank and contains the disclosures required by the Electronic Funds Transfer Act, as implemented by Regulation E (15 U.S.C. 1693, 12 C.F.R.205). For the purpose of this agreement, the words "You," "Your," and "Yours" refer to the holder of an account with Stone Bank. The words "We," "Us," "Our," and "Bank" refer to Stone Bank. The abbreviation "PIN" or word "code" means a personal identification number.

By using Online Banking, as defined below, you agree to be bound by the terms and conditions contained in this agreement. Online Banking transactions are additionally governed by any other separate agreement(s) you may have with Stone Bank, including, but not limited to, the Account Signature Card, the Deposit Account Agreement, and the Fee Schedule.

### **Receipt of Disclosures**

You understand that this agreement incorporates the initial disclosures that the Bank is required to provide to you under Regulation E. You agree to receive these initial disclosures in an electronic format (for example, by viewing them on your computer screen) and you have the ability to print or download this agreement if you wish to retain a copy of it. If you do not have the ability to print or download this agreement you should immediately request written disclosures by contacting us by any method listed at the end of this Agreement. You may request disclosures at any time.

### **Equipment Requirements**

You are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Online Banking. The Bank is not responsible for any computer virus or related problems that may be associated with your use of this service.

Internet Banking is optimized to use with certified/recommended operating systems. By using a different operating system, you may not be able to take full advantage of all the features within Internet Banking.

### **Definition of a Business Day**

For determining the availability of deposits, every day is a business day, except Saturday, Sunday, and bank observed holidays.

### **Hours of Accessibility for Online Banking**

You may use Online Banking virtually any time, day or night, 7 days a week. However, Online Banking may be temporarily unavailable due to record updating or technical difficulties. You may access your accounts by computer at [www.stonebank.com](http://www.stonebank.com) by registering for Stone Bank internet banking services.

### **Services and Fees through Online Banking**

Online Banking is a consumer electronic banking service provided by the Bank. You understand that if you wish to receive Internet banking services for any commercial accounts that you may have, you may have to complete the Cash Management Agreement related to those services and agree to be bound by its terms and conditions. You must have a Stone Bank account to access the Online banking service. You may access Online Banking using a personal computer with access to the Bank's website on the Internet.

Online Banking allows you to:

- Transfer funds electronically ("transfers") between eligible accounts.
- Obtain account information, such as the balances, in your eligible accounts.
- Review your account history and find out what checks have cleared, and
- Access your designated deposit account to pay most bills ("Internet Bill Pay")

Collectively, these are referred to as "Stone Bank Internet Banking" banking services.

There are no fees for accessing your account(s) through Online Banking; however, you are responsible for paying any fees associated with Online Banking and bill payment as outlined in the Stone Bank documents as well as any additional fees that may be assessed by your Internet Service Provider and any telephone charges or fees incurred by accessing and utilizing Online Banking Services.

### **Security Procedures**

Stone Bank will permit you to establish a personal password associated with Online Banking. The password is confidential and should not be disclosed to third parties. You are responsible for the safekeeping of your password. Once you have established such Password, Stone Bank is entitled to act on instructions received through Online Banking under your Password without inquiring into the identity of the person using that Password, such as a joint owner or authorized signer, and any such instructions shall be effective and bind you, whether or not you actually sent them yourself or authorized someone else to do so.

Your Stone Bank Online Banking password is used only for Stone Bank Online Banking and bill payment transactions. You may be prompted from time to time to change your password for additional security. You may change your password at any time by selecting the Change Password option.

Under limited circumstances, you may be asked for your password from a bank employee researching an internet banking problem at your request. Once the problem has been resolved, you will be instructed to reset your password.

Online Banking utilizes Multi-Factor Authentication. Upon first login you will be required to set up "out of wallet" security passwords as an added security step. If you choose to register your computer, you will not have to enter this code at each login. Should you choose to not register your computer or at any time delete your computers cookies and/or login from a new location, the security questions will be required at login.

You agree that the security procedure(s) described in this Agreement are commercially reasonable methods of providing security against unauthorized Online Banking transactions. You have freely and voluntarily chosen to execute transactions in your account(s) through Online Banking, even though the bank offers other means of executing such transactions that offer varying degrees of security. You assume all risks associated with these security procedures and all damages, costs, expenses, losses, and liabilities resulting from any failures of such procedures.

### **Liability for Unauthorized Use**

You will notify us immediately if you believe that your Online Banking login information has become known to an unauthorized person or if someone has transferred money or made payments without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or bill payment may have occurred, we may require you to sign an affidavit verifying such occurrence.

You agree not to give or make available your password for other means to access your account to any unauthorized individuals. You understand that you can lose all the money in your deposit accounts accessed through Online Banking if you do not inform us that your password has become known to an unauthorized person. If you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50.00 if an unauthorized person used your password to access Online Banking without your permission.

If you do not tell us within 2 business days after you learn that your password has become known to an unauthorized person, and we can prove that you could have stopped someone from using your password without your permission if you had told us, you can be liable for as much as \$500.00.

If your statement shows electronic funds transfers that you did not authorize, including those made by debit card, PIN, or similar card code or other means, you must notify us immediately. With respect to unauthorized electronic fund transfers made by means other than a machine readable instrument, such as ACH transactions, if you do not tell us within sixty (60) days after the statement was mailed to you, you may lose any amount transferred without your authorization after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your code has been lost or stolen or that someone transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth above. You

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

### **Liability for Failure to Make Transfers**

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

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If the money in your account is subject to legal process or other claim restricting such transfers.
3. If the transfer would go over the credit limit on your overdraft line.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as flood or fire) prevent the transaction, despite reasonable precautions that we have taken.

There may be other exceptions stated in our agreement with you.

### **Limitations**

Online Banking allows you to transfer funds to or from your Stone Bank deposit accounts. Such transfers, referred to as "Electronic Funds Transfers", are subject to the provisions of the Electronic Funds Transfer Act (the "EFT Act"). The EFT Act provides you with certain rights and responsibilities with respect to the Electronic Funds Transfers. Before you complete your first transaction on Online Banking you must read this section for an explanation of your rights and responsibilities under the EFT Act.

Federal Reserve Board Regulation D, depositors are permitted to make no more than six (6) transfers or withdrawals from a savings or money market account per month (not counting ATM and teller transactions). Online Banking transfers count towards the six total permitted transfers or the number of withdrawals. If the number of transactions exceeds the six (6) transaction limit, Stone Bank may charge you a fee for each transaction in excess of the legal limit, as agreed to in the Deposit Account Agreement received at account opening. If restrictions are exceeded, we may close or re-classify your savings or money market account. Further explanations of these restrictions are available from the Bank.

### **Shared Access Agreement**

Granting Access to Other People (Shared Access)

As the authenticated primary user of online banking, you have the ability to entitle another person or persons (sub users) with access to your online banking site and with certain authorities with respect to your accounts. Shared Access includes view-only access, making transfers between designated accounts and initiating payments from designated accounts, granted individually or in combination. You have sole authority and control in sharing access with, managing and disabling sub users and/or their respective authority. You authorize us to act on transaction instructions initiated under the credentials of an authenticated sub user, just as if it was initiated under your credentials. When granting Shared Access, you assume total liability for any and all activities of a sub user with respect to your accounts, and you agree to hold us harmless in any claim you make against a sub user for breach of your agreement with said sub user pursuant to Shared Access.

### **Business Online Banking**

We allow businesses to register and use our online banking products. By registering for online banking, you are agreeing that you are an authorized user designated by the business to register and use The Bank's online banking.

Any Officer or Authorized Signer for the registered business (You) will have the authority to act on behalf of the company to manage all aspects of our online banking including, but not limited to, resetting passwords, making bill payments, issuing stop payments, mobile banking and mobile deposit.

The Bank will not be liable if the company (You) does not notify us in the event of a change in Officers or Authorized signers to the company (You). The company (You) also understands that you will change security settings in the event of the removal of any Officer or Authorized signer including but not limited to, username, password, security questions, or email address.

The bank offers a Cash Management software for businesses, which handles multiple users and contains increased security. We may require you to use this service if we deem necessary.

### **Stop Payment Request**

For your convenience, you may request a stop payment online at any time. Online stop payments are valid for 180 calendar days from the date the bank processes your online request. The applicable fee, per stop payment, will be automatically deducted from the affected account. Please refer to the bank's Schedule of Fees and Services governing your account to obtain the current Stop Payment Fee.

The following rules apply to stop payment requests:

- If you request a stop payment online during a bank business day prior to 4:30 p.m. CST, it will be processed that same day and be effective on that business day after a reasonable time for processing.
- If you request a stop payment online during a bank business day after 4:30 p.m. CST it will be processed the next bank business day and be effective on that business day after a reasonable time for processing.
- If your blank checks have been stolen, the account must be closed and stop payment cannot be requested.
- Complete all the information describing the item(s) accurately. Stone Bank agrees to use its best efforts to place the stop payment request and assumes no responsibility if the description of the item(s) is inaccurate or incomplete.

By submitting this completed request, I certify that I am an authorized signer on the account which is tied to my Internet access number and agree to pay the Bank's standard stop payment fee for this service. I understand that the Bank must rely on the information provided to describe the item(s) with certainty, and that I must allow a reasonable time period for the Bank to receive and act on the order as stated above. In consideration of the Bank's acceptance of my request, I hereby knowingly and voluntarily agree to defend, indemnify and hold forever harmless Stone Bank against any and all claims and demands whatsoever, in law or in equity, of whatever nature, including but not limited to reasonable attorney fees and costs of litigation incurred and paid or to be paid by Stone Bank in connection to such claims and other costs incurred in connection therewith, for upon or by reason of any matter, cause of thing whatsoever, arising directly or indirectly, or in any manner related to this stop payment request, and Stone Bank's actions or inactions therefrom.

I agree with the terms above and authorize the Stop Payment Fee to be charged to my account.

### **Errors or Questions**

In case of errors or questions about your transactions, you should as soon as possible notify The Bank via one of the methods listed at the end of this Agreement.

We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears. When notifying us of the error or question:

- Tell us your name and account number;
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the date and 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 your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will determine whether an error occurred within 10 business days (20 business days if your account has been opened for 30 days or less) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if your account has been open for 30 days or less) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if your account has been open 30 days or less) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our

investigation. If you are a new customer, an account is considered a new account for 30 days after the first deposit is made.

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

### **Account Information Disclosure**

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

### **Documentation and Verification of Payments/Transfers**

**Confirmations:** Upon Completion of an Online Banking transaction, a confirmation will be provided. We recommend that you print the transaction results for verification purposes. You should record this in your checkbook register as a permanent record of the transaction. This will help in resolving any problems that may occur.

**Periodic Statements:** Information concerning Online Banking transactions will be shown on your normal statement for the account to and from which transfers or payments are made.

### **Other Conditions**

You are responsible for complying with all terms of this agreement and the regulations governing the deposit accounts that you access through the Bank's Online Banking. We can terminate your Online banking privileges without notice to you if you do not pay any fee required in this agreement when due, or if you do not comply with this agreement. The regulations governing your deposit account are set forth in your account information disclosure, a copy of which is available from any Stone Bank locations. You may terminate this agreement and your use of Online Banking services by notifying us by any of the methods listed at the end of this Agreement.

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the service is cancelled. Neither termination nor suspension shall affect your liability or obligations under this Agreement. All history will be deleted upon cancellation of the service, including payment history, payee information, eBill history and automatic payments, and may not be recovered.

We may terminate this agreement and your use of Online Banking services without notice if you do not log on for a period of more than 180 days. If this occurs, all history will be deleted (including account history, bill pay history, payee information, eBill history and automatic payments) and you will have to repeat the registration process for Online Banking services. We reserve the right to temporarily or permanently discontinue Online services at any time by mailing to you, at the address shown in our records, a notice stating the date termination will occur and that no transfers or orders payable to third parties via Online Banking will be honored if received the day of termination and thereafter. We will inform you of such termination in accordance with applicable law or regulation.

### **Notices**

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

## **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

### **Service Definitions**

"Service" means the bill payment service offered by the Bank, through Fiserv EFT Corporation.

"Agreement" means these terms and conditions of the bill payment service.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Instruction" is the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Funding Account" is the checking account from which bill payments and service fees will be auto debited.

"Business Day" is every Monday through Friday, excluding Federal Reserve holidays.

### **Payment Scheduling**

The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment.

Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

### **The Service Guarantee**

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. Under certain circumstances, fees may be refunded if the error was on the part of our bill pay processor.

### **Payment Authorization and Payment Remittance**

By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Funding Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Funding Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will use its best efforts to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Funding Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly, and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Funding Account information, or the correct name, address, phone number, or account information for the Biller; and /or
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken



reasonable precautions to avoid those circumstances. Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Funding Account or causes funds from your Funding Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Funding Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

### **Payment Methods**

The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment and electronic check payment.

### **Payment Cancellation Requests**

You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

### **Stop Payment Requests**

The Service's ability to process a stop payment request will depend on the payment method and whether a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact Customer Service. Although the Service will make every effort to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

### **Prohibited Payments**

Payments to Billers outside of the United States or its territories are prohibited through the Service.

### **Exception Payments**

Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related changes is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of you and not of the Service.

### **Bill Delivery and Presentment**

This feature is for the presentment of electronic bills only and it is your sole responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

Information provided to the Biller - The Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Service and/or bill information.

Activation - Upon activation of the electronic bill feature the Service may notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your

electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data - Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - The Service will use its best efforts to present all your electronic bills promptly. In addition to notification within the Service, the Service may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Service will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to plan for an alternative form of bill delivery. The Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold the Service harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills.

Accuracy and dispute of electronic bill - The Service is not responsible for the accuracy of your electronic bill(s). The Service is only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

### **Exclusions of Warranties**

THE SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **Failed or Returned Transactions**

In using the Service, you are requesting the Service to make payments for you from your Funding Account. If we are unable to complete the transaction for any reason associated with your Funding Account (for example, there are insufficient funds in your Funding Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service. In such case, you agree that:

1. You will reimburse the Service immediately upon demand the transaction amount that has been returned to the Service;
2. You will reimburse the Service for any fees imposed by your financial institution as a result of the return;
3. You will reimburse the Service for any fees it incurs in attempting to collect the amount of the return from you.

### **Alterations and Amendments**

This Agreement, applicable fees and service charges may be altered or amended by the Service from time to time. Any use of the Service after the Service provides you a notice of change will constitute your agreement to such change(s). Further, the Service may, from time to time, revise or update the applications, services, and/or related material, which may render all such prior versions obsolete. Consequently, the Service reserves the right to terminate this Agreement as to all such prior versions of the applications, services, and/or related material and limit access to only the Service's more recent revisions and updates. In addition, as part of the Service, you agree to receive all legally required notifications via electronic means.

### **Address or Banking Changes**

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made by contacting Customer Service. Any changes in your Funding Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Funding Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

### **Biller Limitation**

The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

### **Returned Payments**

In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will use its best efforts to research and correct the returned payment and return it to your Biller or void the payment and credit your Funding Account. You may receive notification from the Service.

### **ELECTRONIC BILL PAYMENT AUTHORIZATION**

I AUTHORIZE my financial institution to post payment transactions generated by phone and/or PC from the Bill Paying Service to the account indicated on the form being sent electronically. I understand that I am in full control of my account and that my 100% satisfaction is unconditionally guaranteed. If at any time I decide to discontinue service, I will provide written notification to my financial institution. My use of the Bill Paying Service signifies that I have read and accepted all terms and conditions of the Bill Paying Service.

I UNDERSTAND that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. My financial institution is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of sufficient funds or other conditions that may prevent the withdrawal of funds from my account.

### **MOBILE REMOTE DEPOSIT SERVICES AGREEMENT**

Mobile Deposit is designed to allow you to make deposits of checks ("original checks") to your accounts from home or other remote locations by scanning the original checks and delivering the digital images and associated deposit information ("images") to us or our processor with your Mobile Device. After you login to Mobile Banking, you may apply for Mobile Deposit.

**Eligible items.** You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will **NOT** use Mobile Deposit to deposit:

- Checks drawn on your account.
- Checks made payable to cash.
- Checks stamped with a "non-negotiable" watermark.
- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks that are "stale dated" (more than six months old) or "postdated" (dated later than the actual date).
- Checks that have been previously negotiated.
- Checks that are incomplete.
- Savings Bonds, travelers checks, money orders, or postal money orders.
- Foreign Check issued by a financial institution in another country.

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. **Your endorsement must include your signature and "FOR MOBILE DEPOSIT ONLY".** Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees, and both payees must be authorized owners of the account. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. When we receive an image, we will confirm receipt via email to you. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your account. We will notify you of rejected images.

**Original checks.** Once your check image has been credited to your account, you must securely store the original check for ten (10) calendar days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within 5 business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after ten (10) calendar days and no later than fourteen (14) calendar days, you will destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. Proper destruction of the check will ensure that the check is not mistakenly re-deposited and account information remains secure. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at our branches or through our ATMs or by mailing the original check to your local branch.

**Funds Availability.** We generally apply the Funds Availability Schedule set forth in the Funds Availability Policy Disclosure located in the "Truth-In-Savings" disclosure. Check images received through Remote Deposit are processed as if we had received the original paper check. However, we may delay availability of funds from any deposit you make through Mobile Deposit at any time in our sole discretion, including due to any concern we may have regarding our ability to collect based upon any check image that you present.

**Business Days.** Our business days are Monday through Friday, except holidays.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at (833) 253-2265 and with written confirmation if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**Financial Information.** You must inform us immediately of any material change in your financial circumstances or in any of the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

## **CONTACT INFORMATION**

If you need assistance with Online Banking or Bill Payment, or if you need to communicate with us for any reason, as outlined in this Agreement or otherwise, you may:

1. Telephone us during normal business hours at (833) 253-2265.

2. Write to us at:

Stone Bank  
PO Box 2750  
Mountain View, AR 72560

3. Email Us at:

[Customerservice@stonebank.com](mailto:Customerservice@stonebank.com)



July 2019

## FACTS WHAT DOES STONE BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number</li> <li>• Payment history</li> <li>• Transaction history</li> <li>• Transaction or loss history</li> <li>• Credit history</li> <li>• Credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Stone Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Stone Bank share	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	No	We don't share
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	No	We don't share
<b>For non-affiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call 870-269-7311 or go to <a href="http://www.stonebank.com">www.stonebank.com</a>	

What We Do	
<b>How does Stone Bank protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<b>How does Stone Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Open an account</li> <li>• Make deposits or withdrawals from your account</li> <li>• Apply for a loan</li> <li>• Apply for insurance</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Stone Bank <b>does not share with our affiliates.</b></i></li> </ul>
<b>Non-affiliates</b>	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> <li>• <i>Stone Bank <b>does not share with non-affiliates so they can market to you.</b></i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>Stone Bank <b>doesn't jointly market.</b></i></li> </ul>