

## FIRST INTERNET BANK BUSINESS AND COMMERCIAL DEPOSIT ACCOUNT TERMS & CONDITIONS

**AGREEMENT:** These Terms and Conditions, along with any other documents we give you pertaining to your deposit accounts ("Account Documents"), are a contract that establishes rules which control your deposit accounts with us. Please read this carefully. If you sign the signature card, or open or maintain any account with us, you agree to these rules. The Account Documents include separate disclosures and schedules of interest rates, qualifying balances, and fees and charges (some of which are referred to in these Terms and Conditions) that we will provide to you and that are available on our website at [www.firstib.com](http://www.firstib.com). If you have any questions, please contact us.

These Terms and Conditions, the other Account Documents, and your accounts are subject to applicable federal laws and the laws of the state of Indiana (except to the extent that this agreement can and does vary from such rules or laws).

These Terms and Conditions establish rules to cover transactions or events which the law does not regulate; establish rules for certain transactions or events which the law regulates but permits variation by agreement; and 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 these Terms and Conditions or any other Account 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.

As used in these Terms and Conditions the words "we," "our," and "us" mean First Internet Bank of Indiana and the words "you" and "your" mean the account holder(s), and if there is more than one account holder, you agree that you and all other account holders are obligated under the Account Documents jointly and severally. The headings in this document are for convenience of 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.

**OWNERSHIP OF ACCOUNT:** You represent and warrant to us that your accounts will be used solely for business or commercial purposes and not for personal, family, or household purposes. If a legal entity is the account holder, we may require the governing body of the legal entity opening the accounts to provide us a corporate resolution or similar document telling us who is authorized to act on its behalf. This authorization will remain in force until we receive written notice of a change from the governing body of the legal entity. If the account holder is a general partnership, each partner is deemed to be an account holder for all purposes.

If there is more than one account holder, each of you is authorized and deemed to act for the other account holders and we may accept orders and instructions regarding the accounts, requests for future services, and any transaction from any other account holders. Each account holder guarantees the signature of the other account holders. Any account holder may withdraw or transfer any and all funds in an account, stop payment of items drawn on an account, and pledge to us all or any part of the funds in any account without the consent of the other account holders, and we shall have no duty in such event to notify any other account holders. We reserve the right at any time to require written consent of all account holders for a change of ownership or termination of a multiple-party account. If we receive written notice of a dispute between account holders or receive inconsistent instructions from them, we may: (1) suspend or terminate the account; (2) require an account holder to obtain a court order in order to take any action on a transaction; or (3) require that all account holders agree in writing to any transaction concerning the account.

**LIABILITY:** You agree to the terms set out in these Terms and Conditions and the other Account Documents. You authorize us to deduct any fees and other amounts you are required to pay directly from the balance in any of your accounts when the fees or other amounts are due and payable. You will pay any additional reasonable charges for services you request which are not covered by your Account Documents. You agree to pay on demand all costs and expenses we incur in connection with the enforcement of these Terms

and Conditions and every other Account Document, including attorneys' fees and expenses and court costs.

You agree to be liable for any account shortage resulting from charges to your account or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the balance of any account whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you requested, authorized, ordered, or benefited from the charge or overdraft.

**INTERNET GAMBLING:** In compliance with the Unlawful Internet Gambling Enforcement Act (UIGEA), we will not open new accounts nor maintain accounts for any business engaging in a lawful or unlawful Internet gambling activity. We reserve the right to restrict or prohibit further use of your accounts if you fail to comply with the requirements.

**NEW ACCOUNTS:** Your accounts may be classified as new accounts for the first thirty (30) days following the initial deposit. This may affect the availability of funds deposited to your accounts. See our Funds Availability Disclosure for additional information.

**CHECKING SUB ACCOUNTS:** For accounting purposes, all checking accounts consist of a checking sub account and a savings sub account. We may periodically transfer funds between these two sub accounts. On a sixth transfer during a calendar month, any funds in the savings sub account will be transferred back to the checking sub account. If your account is one on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

**DEPOSITS:** All items, including both paper and electronic type transactions we accept as deposit credits to your accounts are provisional until we receive final payment or collection (including items drawn "on us"). 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. Information about our daily cutoff time is contained in our Funds Availability Disclosure.

If final payment is not received and/or collection does not become final for any item, we may charge your accounts for the amount of such item and impose a return deposited item charge on your account. We reserve the right to refuse or return any item or funds. We have the right to charge-back against your accounts all previously deposited items or other items endorsed by you that are returned to us unpaid, regardless of whether the amount of the item has been available for your use. We may debit your accounts into overdraft on a charge-back situation, and not be liable for damages to you as a result of the charge-back. Nothing in these Terms and Conditions shall be construed to require us to debit any account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.

**DIRECT DEPOSITS:** If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, 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.

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

**INTEREST:** If any of your accounts is an interest-bearing account, the rates at which interest is paid on the principal balance is shown in the rate information for your deposit account type on our website, [www.firstib.com](http://www.firstib.com). The interest rate for any account is determined at our discretion and may change at any time. Interest will be compounded monthly. Interest will be credited monthly on the last day of the month. If the account is closed prior to the last day of the month, interest accrued but not credited will be forfeited. Interest is calculated by the average daily balance method, which applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. Interest will begin to accrue no later than the business day we receive provisional credit for the deposit of noncash items (for example, checks) into your account.

**WITHDRAWALS:** We may charge your account for a check drawn on your account even though payment was made before the date of the check. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we do not waive the limitations, and may treat continued abuse of the stated limitations (if any) as a breach of your Account Documents. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the Funds Availability Disclosure for information about when you can withdraw funds you deposit. 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.

**ACH TRANSACTIONS:** We may accept on your behalf payments to your accounts which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your accounts. Credit given by us with respect to an ACH credit entry is provisional until we receive final settlement for such entry through the Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party making payment to you via such entry shall not be deemed to have paid you the amount of such entry. Under the operating rules of the National Clearing House Association, which are applicable to ACH transactions involving your accounts, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**ACH AND WIRE TRANSFER:** We may (but are not obligated to) accept instructions from you to initiate ACH transfers of funds from your accounts. In addition, we may (but are not obligated to) execute your payment orders for wire transfer of funds from your accounts. We may, in our sole discretion, establish transaction limits or other conditions applicable to ACH or wire transfers requested by you. Such conditions may include requiring you to enter into a Business Online Banking Access Agreement and/or other agreements specifying additional terms and conditions applicable to your ACH or wire transfer transactions.

**STOP PAYMENTS:** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your accounts. Fees for stop-payment orders are set forth on our schedule of fees applicable to your accounts, as in effect from time to time. You may not stop payment on any certified check, official check, or any other check, draft, or payment guaranteed by us. Rules for stopping payment of other types of transfers of funds may be established by law or our policy or a separate agreement with you applicable to such transfers.

We may accept an order to stop payment on any item from any account holder. Any account holder may stop payment on any item drawn on your account whether that account holder signed the item or not. 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. If the stop-payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for

payment of the draft. When you place your stop-payment order we will tell you what information we need to stop payment. To be binding, an order must be dated, signed, and describe the account and item number and the exact amount. This information must be exact since stop-payment orders are handled electronically. If your information is not exact, your order will not be effective and we will not be responsible for failure to stop payment. We may also accept a stop-payment order you provide us electronically through our secure website.

Generally, if your stop-payment order is given to us in writing or electronically through the secure website, it is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing or electronically through the secure website before the end of the six-month period. If the original stop-payment order was oral, your stop-payment order will lapse after fourteen (14) calendar days if you do not confirm your order in writing or electronically through the secure website within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment order may be made only by an account holder.

Although payment of an item may be stopped, you may remain liable to any item holder, including us. 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.

**RIGHT TO PAY OR RETURN:** If a check, draft, transfer, ACH debit entry, debit card transaction, or other electronic transactions is presented without sufficient funds in your account to pay it, we may, at our discretion, pay it (creating an overdraft) or return it (NSF). We may honor overdrafts of electronic transaction types such as, but not limited to, debit card, ACH, point of sale, or online banking transactions. Unless we otherwise agree in writing, we will not honor overdrafts of any type from the ATM or transactions conducted in person with a banking representative. While we reserve the right to pay or not pay any item presented without sufficient funds, you may request that we not pay such items. In that case, we will return any item presented without sufficient funds (NSF). If you prefer that we not pay such items, you must contact us by calling us or by writing us and informing us that you do not want us to pay any items presented without sufficient funds. If you do not notify us, we retain the right, in our discretion, to pay or not pay any item presented without sufficient funds. The amounts of the overdraft and NSF fees are disclosed in our schedule of fees applicable to your accounts, as in effect from time to time.

**OVERDRAFTS:** If at any time, the available funds in your account are not sufficient to cover checks, draft, transfers, ACH debit entries, debit cards, or other electronic transactions presented for payment on your account, those checks and items will be handled in accordance with our overdraft procedures. You will be obligated to pay, and your account will then be subject to, a fee for the item, whether paid or returned, as set forth in our schedule of fees applicable to your accounts, as in effect from time to time. A fee is imposed for any overdraft created by checks, ACH, debit cards, or by other electronic means. Additionally, more than one overdraft fee may be charged against an account per day, depending on the number of checks, items, or other transactions presented on, and other withdrawals made from, the account. Except as otherwise agreed in writing, by covering one or any overdraft, we do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check, item or other transaction that would otherwise overdraw your account, you agree to pay the overdrafted amount to us immediately. We reserve the right to pursue collection of previously dishonored items at any time.

**PAYMENT ORDER OF ITEMS:** We process and post transactions, both credits and debits, throughout the day. The order in which you write checks and authorize other withdrawals from your Account will not necessarily be the same as the order in which we receive and post these transactions to your Account. This can affect the amount of overdraft fees incurred on your account.

**TRANSFER LIMITATIONS:** For savings and money market accounts you may make up to six (6) transfers or withdrawals by means of a preauthorized, automatic, computer, or telephonic transfer to another account of yours or (for

money markets account only) to a third party by check, debit card, or similar order during any calendar month (or statement cycle of at least four (4) weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through ACH. If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit. Withdrawals by phone are also unlimited if you are requesting that a check payable to you be mailed to you. The fee for withdrawals by check is set forth in our schedule of fees applicable to your accounts, as in effect from time to time.

If you exceed the transfer limitations set forth above in any statement period, your account will be subject to the removal of the ability to perform preauthorized transactions or reclassification. In addition, we may charge your account an excess withdrawal fee. You can find the amount of the fee on our website, [www.firstib.com](http://www.firstib.com), with the information about interest rates for savings and money market accounts.

**TELEPHONE TRANSFERS:** A telephone transfer of funds from one of your accounts 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. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six (6) per month (less the number of "preauthorized transfers" during the month).

**AMENDMENTS AND TERMINATION:** We may change any of these Terms and Conditions and any of the other Account Documents at any time. We will give you reasonable notice of any change in writing, by posting the changed information on our website, [www.firstib.com](http://www.firstib.com), or by any other method permitted by law. If we have notified you of a change in any term of any account and you continue to have your account after the effective date of the change, you have agreed to the new term(s). We may also close any 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. Reasonable notice depends on the circumstances, and in some cases 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. When you close an account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

**STATEMENTS:** Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your accounts during the statement period. Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed. You may receive your statement in paper or electronic form, based upon your agreement with us. You agree that you will have at least two (2) people review your statements, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

You are responsible for regularly examining your statement with reasonable care and promptness. If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. If you fail to perform these reviews and notifications, 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). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than thirty (30) days from when we first send or make the statement available to you. You further agree that if you fail to report any unauthorized signatures, alterations, or any other errors in your account within sixty (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 the loss will be entirely yours. This sixty-day limitation is without regard to whether we exercised ordinary care.

Contact us if you do not receive your regular statement. If an error is discovered in any account in which we have failed to debit or credit you appropriately, your sole remedy shall be that we will credit your account in the amount necessary to correct the error plus interest, if any, that you would have earned on that amount during the period from and including the date of the error through the date that is the earlier of (i) the date we make the correcting credit, or (ii) 30 days after from when we first send or make the statement available to you. If you do not notify us of the occurrence within 30 days from when we first send or make the statement available to you, we will not owe you interest on the amount in question even if we are otherwise liable to you in connection with the payment or transfer, or are obligated to credit you for all or any portion thereof, nor will we be liable for any other losses resulting from your failure to notify us.

**ACCOUNT TRANSFER:** Your accounts may not be transferred or assigned without our prior written consent.

**RIGHT OF SETOFF:** We may (without prior notice and when permitted by law) set off the funds in any accounts where you maintain a right of withdrawal against any due and payable debt you owe us now or in the future. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the obligation at the time we set off, including any amount we declare due and payable by acceleration of the obligation. Further, you grant us a security interest in each of your accounts to secure all such due and payable debt.

We will not be liable for the dishonor of any item when the dishonor occurs because we set off a debt against an account or otherwise realized on our security interest in an account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**RESTRICTIVE LEGENDS:** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks or other items drawn on your accounts unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on items drawn on your accounts.

**FACSIMILE SIGNATURES:** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other items drawn on your accounts. If we do agree to honor items containing facsimile signatures, you must provide us with a specimen of the authorized mechanically affixed facsimile signature. 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 your accounts, 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.

**STALE-DATED CHECKS:** We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six (6) months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

**DORMANT/ABANDONED ACCOUNTS:** If your account is inactive for a period of twelve (12) months, we will classify your account as dormant. In order to return a dormant account to active status, you must complete a deposit transaction or transfer between existing accounts. Fees for dormant accounts are set forth in our schedule of fees, as in effect from time to time. If your account remains dormant for a time period specified by your state's law, it may be classified as abandoned and turned over to that state according to its procedures.

**FDIC INSURANCE:** Funds in your accounts with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us, the types of accounts and the ownership of those accounts. For specific information on your accounts, you may ask us, contact the local office of the FDIC, or visit the FDIC website at [www.fdic.gov](http://www.fdic.gov).

**BACKUP WITHHOLDING/TIN CERTIFICATION:** Federal tax law requires us to report interest payments we make to you and to include your taxpayer

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

**FINANCIAL DATA VERIFICATION:** You agree that we are authorized to verify financial information, data, and employment history from time to time and at any time, by any necessary means, including obtaining a credit report from any credit bureau or consumer-reporting agency.

**RELEASE OF ACCOUNT INFORMATION:** You understand that in addition to information released to comply with the law or a court order, some information about your accounts may be disclosed to others. You authorize us to release information regarding the status and history of your accounts to others, including (without limitation) investment bankers, brokers, or securities dealers to assist in the delivery of information related to their financial services. We may also provide information about your accounts to verify information you may have given in an application, verify for a merchant a check you have written, or in response to requests by our agents, such as independent auditors, consultants or attorneys.

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

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT:** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. 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 any of your accounts 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 accounts provided elsewhere may specify additional fees that we may charge for certain legal actions.

**CHECK STORAGE AND COPIES:** You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require. Fees for obtaining check copies are set forth on our schedule of fees applicable to your accounts, as in effect from time to time.

**MONITORING AND RECORDING TELEPHONE CALLS:** We may monitor or record phone calls for security reasons and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals):** We may impose early withdrawal penalties on a withdrawal from a time account even if you do not 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.

**CERTIFICATES OF DEPOSIT:** These terms apply if any of your accounts is a certificate of deposit. A penalty will be imposed for withdrawals before maturity. The interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal. The penalty will equal ninety (90) days' interest on the amount withdrawn subject to penalty for certificates of deposit with a term between one (1) and three (3)

months, inclusive. The penalty will equal one hundred eighty (180) days' interest on the amount withdrawn subject to penalty for certificates of deposit with a term between four (4) and eighteen (18) months, inclusive. The penalty will equal three hundred sixty (360) days' interest on the amount withdrawn subject to penalty for certificates of deposit with a term of nineteen (19) months or more. In certain circumstances such as the death or incompetence of an account holder, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

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

Your account will mature within the term noted by the product's title. For example, a three (3) month certificate of deposit will mature three (3) months after the account opening. Your account will automatically renew at maturity. Each renewal term will be the same as the original term, beginning on the maturity date. Interest will be calculated on the same basis as during the original term. You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period, if any) or we receive written notice from you before maturity of your intention not to renew. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited. If your account is not renewed, the funds in the account will be paid directly to you. Funds disbursed by a method other than deposit to your checking or savings account are subject to a fee based on the method of disbursement. Please refer to our schedule of fees applicable to your accounts, as in effect from time to time, for more information about our fees.

**ADDRESS OR NAME CHANGES:** You are responsible for notifying us of any change in your mailing address, your physical address, your email address, and/or your name. Unless we agree otherwise, change of any address or name must be made in writing or electronically through the secure website by an account holder. Informing us of your address or name change on a check reorder form is not sufficient or effective as notice to us. We will attempt to communicate with you only by use of the most recent address you have provided to us by an effective notice.

Any notice or communication from us pursuant to these Terms and Conditions or any Account Document that is sent to the address you provided to us by your most recent effective notice to us, will be an effective notice or communication to you, even if you do not receive it.

Any notice or communication from us pursuant to these Terms and Conditions or any Account Document that is given to any account holder shall be effective as notice to all account holders.

## IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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 or organization, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license, organizational documents or other identifying documents.