


# Changes to your Accounts and Services

## Enhanced Deposit Account Changes

 **Change:** Your current personal and business deposit accounts will transition to enhanced accounts as of May 16. We've made every effort to preserve the features you value most, while also introducing improvements designed to better meet your needs.

 **Note:** Please refer to the tables that follow for more detail on your account product names and features. Additional information can be found in the Terms and Conditions Appendix at the end of this guide. If you are unsure of your current account's product name, please refer to your most recent account statement.

Following the upgrade, if you have questions or believe a different account may better suit your needs, please contact your Business Services Representative, Banking Center Manager, or call our Client Care Center at 800-581-5363 and we can help you.

## Account Numbers

Your deposit account number(s) will NOT change.

## Waiver of Maintenance Fees

For your convenience during this upgrade, all account maintenance and/or balance fees will be waived.

- ♥ May 15, June 15 and July 15 statement cycles for Personal accounts
- ♥ May 15 and May 31 statement cycle for Business accounts



# Enhanced Account Offerings

## Personal Deposit Accounts

These PERSONAL CHECKING accounts	Will MOVE INTO these newly designed accounts	Important NEW FEATURES and CHANGES - Please see the Personal Checking benefit grid on the next page and the Terms and Conditions for these accounts in the Appendix of this guide for more information.
CareFree, CareDiscover	Free Checking	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>Free Online and Mobile Banking tools such as Bill Pay, debit card management, and credit score &amp; ID Theft monitoring.</li> <li>Future loan rate discounts and ATM fee benefits will be discontinued.</li> </ul>
SecureCare	Free Checking	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>Non-interest bearing account.</li> <li>All SecureCare Club benefits, current ID Protect® program, as well as future loan rate discounts and mortgage closing cost credits will be discontinued.</li> <li>Free Online and Mobile Banking tools such as Bill Pay, debit card management, and credit score &amp; ID Theft monitoring.</li> </ul>
CareMore, PremiumCare	Plus Spending	<ul style="list-style-type: none"> <li>Unlimited free non-Fidelity Bank ATM withdrawals, plus refund of other banks' surcharges</li> <li>Unlimited free standard checks</li> <li>Annual discount on safe deposit box rates</li> <li>Current ID Protect® program, as well as future loan rate discounts and mortgage closing cost credits will be discontinued.</li> </ul>
CompleteCare	Premier Spending	<ul style="list-style-type: none"> <li>Annual discount on safe deposit box rates</li> <li>Higher mobile deposit and bank-to-bank transfer limits</li> <li>\$1,000.00 Overdraft Privilege with no non-sufficient funds/uncollected fees</li> <li>No annual IRA plan fee</li> <li>Current ID Protect® program will be discontinued.</li> <li>Unlimited free standard checks</li> </ul>
LifeDesign 18/65 Checking	18/65 Spending	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>Unlimited free standard checks</li> </ul>

These PERSONAL SAVINGS accounts	Will MOVE INTO these newly designed accounts	Important NEW FEATURES and CHANGES - Please see the Terms and Conditions for these accounts in the Appendix of this guide for more information.
CareFree Companion Savings, Companion Savings, LifeDesign Statement Savings, Premium Statement Savings	Primary Savings	<ul style="list-style-type: none"> <li>\$1.00 monthly maintenance fee, waived by maintaining a \$10.00 minimum daily balance.</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>All quoted premium interest rates will remain the same.</li> </ul>
CompleteCare Companion Savings, Front St Only Promo Savings, High Yield Savings, Premium Savings, Promotional Savings, Save4Life Savings	Primary Savings	<ul style="list-style-type: none"> <li>\$1.00 monthly maintenance fee, waived by maintaining a \$10.00 minimum daily balance.</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>Save4Life "Club" account annual distributions will no longer happen automatically. Automatic and recurring transfers can be set in Online Banking, Telephone Banking, in a Banking Center, or by calling 800-581-5363.</li> </ul>
EarnMore Savings, Fall Into Savings	Premier Savings	<ul style="list-style-type: none"> <li>\$5.00 monthly maintenance fee, waived by maintaining a \$5,000.00 minimum daily balance.</li> <li>Tiered interest rates</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>All quoted premium interest rates will remain the same.</li> </ul>
Growth Statement Savings	Growth Savings	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> </ul>
LifeDesign 18/65 Savings	18/65 Savings	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> </ul>

These PERSONAL MONEY MARKET accounts	Will MOVE INTO these newly designed accounts	Important NEW FEATURES and CHANGES - Please see the Terms and Conditions for these accounts in the Appendix of this guide for more information.
Consumer Money Market, LifeDesign Money Market	Primary Money Market	<ul style="list-style-type: none"> <li>\$5.00 monthly maintenance fee, waived by maintaining a \$2,500.00 minimum daily balance.</li> <li>Tiered interest rates</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> </ul>
Premium LifeDesign Money Market, Premium Money Market	Premier Money Market	<ul style="list-style-type: none"> <li>\$5.00 monthly maintenance fee, waived by maintaining a \$2,500.00 minimum daily balance.</li> <li>Tiered interest rates</li> <li>All quoted premium interest rates will remain the same.</li> </ul>

## Certificates of Deposit (CDs) and IRAs

Certificates of Deposit (CDs) and IRAs	All CDs and IRAs will retain the same terms, rates, and maturity dates.	At the end of the term, CDs will roll into the term that is most similar at that time. You will receive a letter regarding the rollover 30-days prior.
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## A Closer Look at Your Enhanced Personal Spending Account

	Free Checking	Plus Spending	Premier Spending
	Please note: This account is not actively offered and only available as part of the transition.	Extra convenience and a wide range of banking benefits.	Our premium account that rewards you with exclusive features.
Monthly Maintenance Fee	\$0	\$12	\$20
How to Avoid the Monthly Maintenance Fee	There is no monthly fee	Maintain an average daily balance of \$1,000 or more AND have combined deposit and loan balances of \$15,000	Maintain an average daily balance of \$1,000 or more AND have combined deposit balances of \$50,000
Non-Fidelity Bank ATM Withdrawals	\$1 per transaction for use of other banks' ATMs	Unlimited free plus refund of other banks' surcharges	Unlimited free plus refund of other banks' surcharges
Statements	eStatement or Paper	eStatement or Paper	eStatement or Paper
Earns Interest	No	Yes	Yes
Checks		Unlimited free standard checks	Unlimited free standard checks
Other Benefits	<ul style="list-style-type: none"> <li>Access to credit score and ID theft monitoring through Credit Manager tool</li> </ul>	<ul style="list-style-type: none"> <li>Rate benefits on select CDs</li> <li>Annual discount on safe deposit box rates</li> <li>Access to Plus Money Market Account</li> <li>Access to credit score and ID theft monitoring through Credit Manager tool</li> </ul>	<ul style="list-style-type: none"> <li>Rate benefits on select CDs</li> <li>Annual discount on safe deposit box rates</li> <li>Access to Premier Money Market Account</li> <li>Fees waived for inbound wire transfers, stop payments, and bank-to-bank transfers</li> <li>Premier Spending \$1,000 Overdraft Privilege with no non-sufficient funds/uncollected fees</li> <li>No annual IRA plan service fee</li> <li>Higher mobile deposits and bank to bank transfer limits</li> <li>Bonus credit when you close a new Fidelity Bank mortgage</li> <li>Waived or reduced fees on some loans</li> <li>Free Treasurer's Checks</li> <li>Access to credit score and ID theft monitoring through Credit Manager tool</li> </ul>

# Enhanced Account Offerings

## Business Deposit Accounts

These BUSINESS CHECKING accounts	Will MOVE INTO these newly designed accounts	Important NEW FEATURES and CHANGES - Please see the Business Checking benefit grid on the next page and the Business Terms and Conditions in the Appendix of this guide for more information.
BusinessWorx Basic	Business Primary Checking	<ul style="list-style-type: none"> <li>Please refer to Business Checking benefit grid on next page for details.</li> </ul>
BusinessWorx Plus, BusinessWorx Complete	Business Plus Checking	<ul style="list-style-type: none"> <li>Please refer to Business Checking benefit grid on next page for details.</li> </ul>
 <b>NOTE:</b> Businesses utilizing Business Services/Cash Management tools will be moved to our Business Connect Checking account.	Business Connect Checking	<ul style="list-style-type: none"> <li>Affected clients will receive additional information and outreach from their Business Services representative with more details.</li> </ul>
These BUSINESS SAVINGS accounts	Will MOVE INTO these newly designed accounts	Important NEW FEATURES and CHANGES - Please see the Business Terms and Conditions in the Appendix of this guide for more information.
Business Statement Savings	Business Primary Savings	<ul style="list-style-type: none"> <li>\$1.00 monthly maintenance fee, waived by maintaining a \$300.00 minimum daily balance.</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>All quoted premium interest rates will remain the same.</li> </ul>
Collateral Escrow Savings, Escrow Cash Mgt, Escrow Savings, Escrow Sm Bus	Landlord/Tenant Savings	<ul style="list-style-type: none"> <li>\$1.00 monthly maintenance fee, waived by maintaining a \$300.00 minimum daily balance.</li> </ul>
IOLTA	IOLTA	No changes
These BUSINESS MONEY MARKET accounts	Will MOVE INTO these newly designed accounts	Important NEW FEATURES and CHANGES - Please see the Business Terms and Conditions in the Appendix of this guide for more information.
BSB Business Money Market, Business Money Market, BusinessWorx MMDA, LifeDesign Bus Cash Mgt MM, Premium Business MM, Super NOW Sweep	Business Primary Money Market	<ul style="list-style-type: none"> <li>\$5.00 monthly maintenance fee, waived by maintaining a \$2,500.00 minimum daily balance.</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>Tiered interest rates</li> <li>All quoted premium interest rates will remain the same.</li> </ul>
These MUNICIPAL accounts	Will MOVE INTO these newly designed accounts	Important NEW FEATURES and CHANGES - Please see the Business Terms and Conditions in the Appendix of this guide for more information.
Municipal Free Bus Checking	Municipal Checking	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>Free standard checks</li> </ul>
Muni Interest Bus Checking, Municipal Prem Super Now Sweep, Municipal Super NOW Sweep	Municipal Interest Checking	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>Free standard checks</li> </ul>
Municipal Bus Cash Mgmt MM, Municipal Bus Money Market, Municipal Interest Bus MM, Municipal Prem Business MM	Municipal Money Market	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>Free standard checks</li> <li>All quoted premium interest rates will remain the same.</li> </ul>
Municipal Business Statement, Premium Municipal Stmt Sv	Municipal Holding	<ul style="list-style-type: none"> <li>No monthly maintenance fee</li> <li>\$1.00 fee for use of non-Fidelity Bank ATMs</li> <li>Free standard checks</li> </ul>
 <b>NOTE:</b> All Municipal clients will receive additional information and outreach from their Business Services representative with more details.		

## A Closer Look at Your Enhanced Business Checking Account

	Business Primary Checking	Business Plus Checking
Best for businesses with...	...the fewest number of transactions.	...modest balances or number of transactions.
Monthly Maintenance Fee	\$0	\$7
How to Avoid the Monthly Maintenance Fee	It is FREE - for the first 100 transactions	For first 150 transactions, an average monthly balance of \$7,000 waives \$7 monthly maintenance fee
Transaction Charges <sup>1</sup>	\$0.75 per item after first 100 items per month	\$0.50 per item after first 150 items per month
Pays Interest	No	No
Business Online Banking	Free	Free
Online Bill Pay <sup>2</sup>	Free	Free
Business Debit/ATM Card	Free	Free
Imaged Statements	Standard	Standard

<sup>1</sup>"Items" include Deposits (not counting deposited items) and Checks paid. <sup>2</sup>Subject to approval.



**Note:** Interest rates and annual percentage yield may change at any time. Please refer to FidelityBankOnline.com/Rates or request our separate rate sheet for current rate information.







# Disclosure Appendix

## Appendix & Disclosures

- ♥ Personal Accounts Terms and Conditions
- ♥ Business Accounts Terms and Conditions
- ♥ Enhanced Accounts Truth in Savings Disclosures
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- ♥ Overdraft Privilege (ODP)
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# All About Your PERSONAL Deposit Accounts

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

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

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract 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.

This agreement is subject to applicable federal laws, the laws of the state of Massachusetts 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.

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

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

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

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). We may refuse, accept for collection only, or return all or part of any deposit. Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually process them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and



record the deposit and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and process 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 endorsers to verify or guarantee their indorsements or indorse in our presence.

#### **WITHDRAWALS -**

**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. In addition, we may place limitations on the account until your identity is verified.

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

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

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

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

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

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

See Overdraft Privilege Disclosure for more details.

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

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

If you use our Overdraft Privilege Program 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."

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

**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 it will be considered nonsufficient funds (NSF) and we may, at our discretion, honor or return the item(s). Be aware that a returned 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.

**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. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems, and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

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

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid overdrafts. 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 nonsufficient 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.

**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.

**Processing Order** - We may establish different processing orders for checks and other items. We process deposit and other credit transactions prior to withdrawals and other debit transactions. Payments may not be processed in the order received. We typically, as described below, process first by category and then within each category by dollar amount. We process low dollar transactions up to high dollar transactions. If there are not enough available funds to cover all of the checks and other items processed on any given day, our processing orders typically results in fewer unavailable funds items than may have resulted if we had used a high-to-low processing order.

Credits are processed first. Debits are processed in the following order, first by category and then from low to high dollar amount:

- In-person transactions such as payments, withdrawals, or transfers completed by our tellers
- Zelle and RTP
- Bill payments through our Online or Mobile Banking systems
- Telephone Banking payments, withdrawals, or transfers
- Transfers scheduled or authorized by you including Online or Mobile Banking transactions
- Automatic loan payments
- Wire transfers
- ATM or debit card withdrawals, transfers, or purchases
- Sweeps
- Checks and similar items
- ACH transactions
- Fees

We may in our sole discretion change our priorities, categories, or payment orders at any time without notice to you.

**CHAPTER 167D ACCOUNTS** - Except as indicated below, we do not intend to subject your account to (i) a service, maintenance or similar charge, (ii) a minimum balance requirement, (iii) a charge for a check, deposit or withdrawal, or (iv) a fee for the initial order or subsequent refills of the basic line of checks offered by us if you qualify for the minor or senior citizen fee exemption under Chapter 167D of Massachusetts General Laws. You should notify us if you or your spouse qualify so that we may administer your account accordingly. Despite this exemption, we may assess a fee for certain services in accordance with our published fee schedule, including stop payment orders, wire transfers, certified or bank checks, and deposit items returned, transactions at electronic branches and through other electronic devices, and services not directly associated with the deposit, withdrawal or transfer of funds from any such account; and we may assess you a reasonable fee when payment has been refused because of insufficient/uncollected funds on any check or other transaction on the account (as permitted by law).

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

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

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

**Revocable Trust Account** - One or two of you (called trustees) may create such an account in trust for other persons. Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees or the survivor. Upon the death of the trustee or the death of both trustees, payment may be made to the person or persons who survive the death of the last surviving trustee in an equal portion of the funds for whom the trust was made, or that person's legal representative.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective, and we will not be responsible for failure to stop payment. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for (24) months. Your order will lapse after that time if you do not renew the order in writing before the end of the (24)-month 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.

**AMENDMENTS AND TERMINATION** - 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). Additionally, we may automatically close your account(s) without notice if they remain unfunded.

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive 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.

**STATEMENTS - 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 errors on items identified in that statement and as between you and us the loss will be entirely yours.

**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.

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

**DIRECT DEPOSITS** - 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.

**SETOFF** - 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.

**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.

**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.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

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

(b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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

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

**CHECK PROCESSING** - 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.

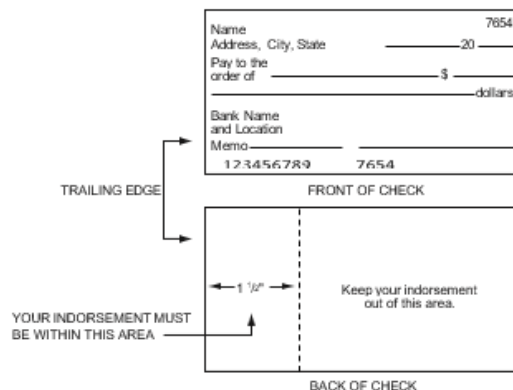
**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

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

To ensure that your check or share draft is processed without delay, you must indorse

it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

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



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

These indorsement guidelines apply to both personal and business checks.

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

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

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

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

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN

or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

#### Account type - TIN

Individual - SSN of the individual.

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

Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

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

**CREDIT VERIFICATION AND REPORTING** - 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. An account that is mismanaged may be closed and reported to ChexSystems, a consumer reporting agency, to advise the agency that the account was closed for mismanagement.

**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. 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.

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

#### **TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK**

**IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our 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.

#### **ACCOUNT SECURITY -**

**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 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.

**TELEPHONIC INSTRUCTIONS** - 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.

#### **MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO**

**RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. 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.

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.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday 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.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time deposit 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.

**ADDRESS OR NAME CHANGES** - 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.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the



funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) by 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.

#### **LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR**

**TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

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

**TRANSACTIONS BY MAIL** - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us, or we may return the item to you. 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.

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

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

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

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

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

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

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

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking, savings, or money market account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking, savings, or money market account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking, money market, or home equity line of credit account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient/uncollected funds.

#### **Telephone Banking Services**

You may access your account(s) by telephone using your personal identification number, a touch tone phone, and your account numbers to:

- Obtain balance and transaction information on your deposit and loan account(s).
- Transfer funds between accounts, including certain loan accounts (you may not transfer out of any certificate of deposit (CD) or loan accounts).

*We reserve the right to disable telephone banking access to your banking account(s) if you have not used this service in a period of 6 months. Should your account be disabled and you require access, please contact us by phone at 800-581-5363 so that we may assist you with reactivation.*

#### **Internet and Mobile Banking Services**

You may access your account(s) by our Internet and/or Mobile Banking Product using your computer or mobile device, user identification number and password to:

- Obtain balance and transaction information on your deposit and loan account(s).
- Transfer funds between accounts, including certain loan payments (you may not transfer out of any certificate of deposit (CD) or loan accounts).
- Initiate payments to third parties from your account using our Fidelity Bank BillPay Service.
- Transfer funds from your deposit accounts to accounts you have at another financial institution.
- Deposit checks remotely using the mobile deposit service available through Mobile Banking (refer to the separate mobile deposit agreement for additional information).
- Make person to person payments using Zelle (refer to the separate Zelle agreement for additional information).

*We reserve the right to disable internet and/or mobile device access to your banking account(s) if you have not logged in for a period of 6 months. Should your account be disabled and you require access, please contact us by phone at 800-581-5363 so that we may assist you with reactivation. If you have not logged in for a period of 13 months, we reserve the right to delete your access. Should your account be deleted, you can re-enroll by visiting us at [www.fidelitybankonline.com](http://www.fidelitybankonline.com).*

#### **ATM/MasterMoney® (Cash) Transactions:**

You may access your Checking, Statement Savings or Money Market account(s) linked to your ATM/MasterMoney® Card by entering your Personal Identification Number (PIN) to:

- Make deposits (only available through a Fidelity ATM).
- Withdraw cash.
- Transfer funds (between accounts linked to your card).



- Obtain Account balance(s).

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

#### POS (Purchase) Transactions:

##### ATM/MasterMoney®:

Using your ATM/MasterMoney® Card you may access your Checking account to purchase goods, pay for services (in person, by phone, fax, mail or internet) or get cash from a merchant, if the merchant permits, or from a participating financial institution. You may use your ATM/MasterMoney® Card anywhere ATM/MasterMoney® cards are accepted.

**Non-Visa Debit Transaction Processing** - We have enabled non-Visa debit transaction processing. This means you may use your Visa Debit Card on a PIN Debit Network\* (a non-Visa network) without using a PIN. The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

#### Standard Daily Transaction Limits

##### ATM/MasterMoney®:

You generally may make up to 25 transactions per day and may withdraw up to \$1,010.00 in cash (inclusive of fees and surcharges) and purchase up to \$5,000.00 in goods or services per day.

You have the option to limit your withdrawals and purchases to \$50.00 per day, provided you ask us to do so.

Other limits may apply. Please see your account specific Terms and Conditions for more information.

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

**Currency Conversion and Cross-Border Transaction Fees.** If you initiate a transaction with your ATM/MasterMoney Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed. Mastercard charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we charge you a Currency Conversion fee of .2% and a Cross-Border Transaction fee of .9%. The Cross-Border Transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

**Mastercard Automatic Billing Updater Notice of Right to Opt Out.** Your Fidelity Bank ATM/MasterMoney® Debit Card will be automatically enrolled in the free Mastercard® Automatic Billing Updater (ABU) service. With ABU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 800-581-5363 or mail us notice of your intention to opt out at Fidelity Bank Deposit Operations Department, 9 Leominster Connector, Leominster, MA 01453. You must include your name, address, last four digits of your card number, and signature. If you opt out, you may opt back in if you decide you want the Mastercard Automatic Billing Updater service in the future. You may opt in the same way(s) that you can opt out.

#### FEES

- Please refer to our Fee Schedule.
- Fees are subject to change.
- There may be fees associated with performing certain transactions (for example you may be charged a fee for a balance inquiry even if you do not complete a fund transfer) at ATMs or POS terminals not owned or operated by the Bank. These other fees are not assessed by us and will not be waived.

#### DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your

account at least once every 60 days from the same person or company, you can call us at 800-581-5363 to find out whether or not the deposit has been made.

#### • Periodic statements.

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

You will receive a quarterly statement from us for your statement savings accounts.

You will receive a monthly statement whenever your consumer statement savings account receives an electronic deposit or withdrawal.

#### PRAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have made arrangements in advance to make regular payments out of your checking, statement savings or money market account(s), you may stop any of these payments. Here is how:

Call or write us (within the time frames defined below) at the telephone number or address listed in this disclosure. If you call we may require you to put your request in writing and get it to us within 14 days after you call.

For fees associated with Stop Payment Orders, please refer to our Fee Schedule. Fees are subject to change.

- **Time Frames. Preauthorized Payment (Recurring):** We must receive your request to stop payment three (3) business days or more before the payment schedule date. *Preauthorized Payment (Single Occurrence) and Electronic Check Conversion.* We must receive your request to stop payment in such a time or manner that allows us a reasonable opportunity to act on the stop payment order prior to acting on the payment entry.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop payment on one of these payments within the time frames specified above, and we do not do so, we will be liable for your losses or damages.

#### FINANCIAL INSTITUTION'S LIABILITY

**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 the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.
- (7) If we have reason to believe that you or someone else is attempting to make a transfer for a fraudulent or illegal purpose.

#### CONFIDENTIALITY

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

#### UNAUTHORIZED TRANSFERS

##### Consumer liability.

- **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose up to \$50 if someone used your card and/or code without your permission.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back the money you lost (up to \$50) after the 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 period.

- **Additional Limits on Liability for ATM/MasterMoney® Debit Card.** You will not be liable for any unauthorized transactions using your ATM/MasterMoney® Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

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

#### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement, passbook or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared, or if the only transfer possible is a direct deposit to your passbook account, no later than 60 days after the problem or error was FIRST reflected in your passbook.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) 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 the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) 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 the transfer involved a new account) 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 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three 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.

FIDELITY BANK

DEPOSIT OPERATIONS DEPARTMENT

9 LEOMINSTER CONNECTOR  
LEOMINSTER, MA 01453

Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 800-581-5363

After Hours Phone for Lost/Stolen Card: 800-290-7893

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

## YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Funds from deposits of cash, wire transfers, and electronic direct deposits will be immediately available at the time of 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 closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 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 at an ATM after 3:00 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 account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make

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

#### LONGER DELAYS MAY APPLY

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 \$300 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, 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 \$ 7,000 on any one day.

You redeposit a check that has been returned unpaid.

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

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

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth 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 cash and electronic direct deposits to your account will be available on the day we receive the deposit. Funds from wire transfers, and the first \$ 7,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available no later than 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 \$7,000 will be available on the fifth business day after the day of your deposit.

Funds from checks drawn on Fidelity Bank will be available no later than the first business day after the day of your deposit.

Funds from all other check deposits will be available no later than the fifth business day after the day of your deposit.

#### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any cash deposits made at automated teller machines (ATMs) we own or operate will be available immediately. Funds from any check deposits made at ATMs we own or operate will not be available until the first business day after the day of your deposit. Checks may be made available in accordance with the "Longer Delays May Apply" and the "Special Rules for New Accounts" sections. All ATMs that we own or operate are identified as our machines.

#### SPECIAL RULES FOR ACCOUNTS OPENED ONLINE

For accounts opened online, funds from electronic transfers used for the specific purpose of opening the account will be available four (4) business days after the date your online account was credited.

# SUBSTITUTE CHECKS AND YOUR RIGHTS

## What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

## What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

## How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

FIDELITY BANK  
9 LEOMINSTER CONNECTOR  
LEOMINSTER, MA 01453

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, and the name of the person to whom you wrote the check.

# Fidelity Bank

Helping you get where you want to be<sup>SM</sup>



9 LEOMINSTER CONNECTOR  
LEOMINSTER, MA 01453-3791  
800-581-5363



# All About Your BUSINESS Deposit Accounts

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## TERMS AND CONDITIONS OF YOUR ACCOUNT

### IMPORTANT ACCOUNT OPENING INFORMATION-

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

### AGREEMENT -

This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

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

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

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

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

### LIABILITY -

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

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

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

You will be liable for our costs as well as for our reasonable attorneys' fees, to the



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

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and process 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 endorser to verify or guarantee their indorsements, or indorse in our presence.

#### **WITHDRAWALS**

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

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

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

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

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

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

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

signatures, you waive any requirement of multiple signatures.

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

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

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.

If you use our Overdraft Privilege Program 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.

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.

**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."

**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.

**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.

**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. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Processing Order** subsection below.

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

**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.

**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.

### Processing Order

We may establish different processing orders for checks and other items. We process deposit and other credit transactions prior to withdrawals and other debit transactions. Payments may not be processed in the order received. We typically, as described below, process first by category and then within each category by dollar amount. We process low dollar transactions up to high dollar transactions. If there are not enough available funds to cover all of the checks and other items processed on any given day, our processing orders typically results in fewer unavailable funds items and fewer fees than may have resulted if we had used a high-to-low processing order.

Credits are processed first. Debits are processed in the following order, first by category and then from low to high dollar amount:

- In-person transactions such as payments, withdrawals, or transfers completed by our tellers
- Zelle and RTP
- Bill payments through our Online or Mobile Banking systems
- Telephone Banking payments, withdrawals, or transfers
- Transfers scheduled or authorized by you including Online or Mobile Banking transactions
- Automatic loan payments
- Wire transfers
- ATM or debit card withdrawals, transfers, or purchases
- Sweeps
- Checks and similar items
- ACH transactions
- Fees

We may in our sole discretion change our priorities, categories, or payment orders at any time without notice to you.

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

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for 24 months. Your order will lapse after that time if you do not

renew the order in writing before the end of the 24-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

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

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

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

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

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

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

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

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive 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.

**STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) and alterations on checks and other items** - - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures 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 errors on items identified in that statement and as between you and us the loss will be entirely yours.

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

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

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

**SETOFF** - 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.

**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.

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

**CHECK PROCESSING** - We process items mechanically by relying 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.

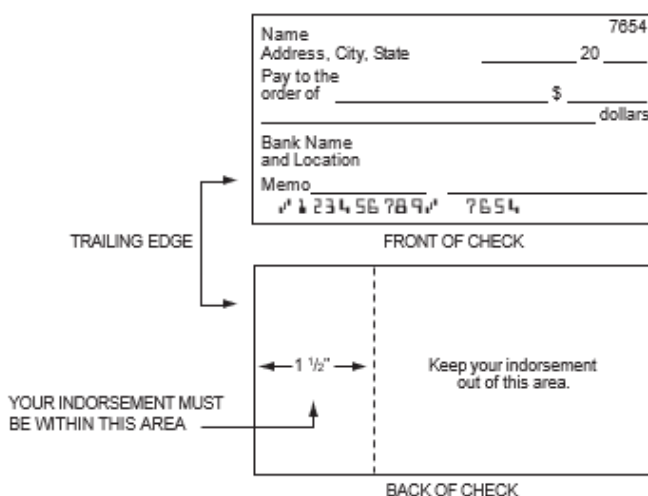
**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other

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.

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

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

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



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

These indorsement guidelines apply to both personal and business checks.

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

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

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

#### ACCOUNT SECURITY -

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

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

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.

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

**MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

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

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

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day 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.

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

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

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

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

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

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



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

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

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your account with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

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

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

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

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

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure

unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

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

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

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

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

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

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

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

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

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

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

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

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

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be

satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your

benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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

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

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

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

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

Uniform Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we

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

**LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

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

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

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

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

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

**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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## FUNDS AVAILABILITY POLICY

### YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Funds from deposits of cash, wire transfers, and electronic direct deposits will be immediately available at the time of 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 closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 3:00 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 at an ATM after 3:00 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 account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

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

For purposes of funds availability, Remote Deposit Capture Deposits are considered made in the office of Fidelity Bank. Remote Deposit Capture Deposits confirmed as received before 5:00 P.M. ET on a business day will be deposited to your account the same day. Remote Deposit Capture Deposits confirmed received after 5:00 P.M. and deposits confirmed on holidays or days that are not our business days will be deposited to your account on the following business day. Funds will be available as described for check deposits in this policy.

#### LONGER DELAYS MAY APPLY ("Extended Delay")

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 \$7,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth business day after the day of your deposit. If you do not receive notification at the time you made the deposit and the check is paid; we will refund fees for overdrafts or returned checks that result solely from the additional delay that we imposed. To obtain a refund of such fees, please contact a Financial Services Representative at any Fidelity Bank Banking Center.

#### Special Rules for New Accounts

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

Funds from cash, wire transfers, and electronic direct deposits to your account will be available on the day we receive the deposit. The first \$7,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$7,000 will be available no later than the fifth business day after the day of your deposit.

Funds from checks drawn on Fidelity Bank will be available no later than the first business day after the day of your deposit.

Funds from all other check deposits will be available no later than the fifth business day after the day of your deposit.

#### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any cash deposits made at automated teller machines (ATMs) we own or operate will be available immediately. Funds from any check deposits made at ATMs we own or operate will not be available until the first business day after the day of your deposit. Checks may be made available in accordance with the "Longer Delays May Apply" and the "Special Rules for New Accounts" sections. All ATMs that we own or operate are identified as our machines.

#### SPECIAL RULES FOR ACCOUNTS OPENED ONLINE

For accounts opened online, funds from electronic transfers used for the specific purpose of opening the account will be available four (4) business days after the date your online account was credited.

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**Fidelity Bank**  
Helping you get where you want to be<sup>SM</sup>



**9 LEOMINSTER CONNECTOR  
LEOMINSTER, MA 01453-3791  
800-581-5363**



Member  
**FDIC** **DIF**

## TRUTH-IN-SAVINGS DISCLOSURE

### Free Checking

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

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

#### Fees and charges:

**ATM fees** – ATM transactions at Non-Fidelity Bank ATMs: \$1.00 (*Note: Other banks may impose additional charges*)

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

### Plus Spending

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

**Frequency of rate changes** – We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month. If your account is closed, interest that has accrued, but not yet been credited to your account will be paid.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Requirements to avoid imposition of fees** – The maintenance fee for the checking account will be waived when you maintain an average daily balance of \$1,000 or more in the Plus Spending account during the statement cycle AND have combined deposit and loan balances of \$15,000 or more on the statement cycle date of the Plus Spending account. Combined deposit balances include total available balances in any deposit account for which you are primary or joint owner. Loan balances include outstanding balances on any loan for which you are a borrower or co-borrower; otherwise, a \$12.00 maintenance fee will be assessed to the checking account on the last day of the statement cycle.

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

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

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the first business day following the business day you deposit noncash items (for example, checks).

**Plus Spending benefits** – Plus Spending benefits are contingent upon maintaining a Plus Spending account. Closing the Plus Spending account will terminate all Plus Spending benefits.

#### Fees and charges:

**ATM fees** – ATM transactions at Non-Fidelity Bank ATMs: No fees for transactions applied to the Plus Spending Checking account. Other bank's ATM charges are refunded. Note: Refunds may be subject to IRS 1099-MISC reporting.

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

**Other** – We may require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

### Premier Spending

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

**Frequency of rate changes** – We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month. If your account is closed, interest that has accrued, but not yet been credited to your account will be paid.

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

**Requirements to avoid imposition of fees** – The maintenance fee will be waived on the checking account when the following condition is met: Maintain an average daily balance of \$1,000 or more in the Premier Spending account during the statement cycle AND have combined

deposit balances of \$50,000 or more on the statement cycle date of the Premier Spending account. Combined deposit balances include total available balances in any deposit account for which you are primary or joint owner. If this condition is not met, a \$20.00 maintenance fee will be assessed to the account the last day of the statement cycle.

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

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

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the first business day following the business day you deposit noncash items (for example, checks).

#### Fees and charges –

**ATM Fees** – ATM transactions at Non-Fidelity Bank ATMs: No fees for transactions applied to the Premier Spending account. Other bank's ATM charges are refunded. Note: Refunds may be subject to IRS 1099-MISC reporting.

**Other Fees and Charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

**Other** – We may require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

**Premier Spending Overdraft Privilege** – We may authorize and pay check, ACH debit and ATM and debit card transactions that overdraw your account up to \$1,000. There is no fee for this overdraft privilege. ATM and debit card transactions that would result in the account being overdrawn in excess of \$1,000 will be declined, while check and ACH debits may be honored for payment at the Bank's discretion. If you overdraw your account, you must return the account to a positive balance as soon as practical and within no more than seven (7) days. This overdraft privilege may be withdrawn at any time without notice. You may opt out of Premier Spending Overdraft Privilege by notifying us in writing.

### 18/65 Spending

**Minimum balance to open the account** – You must deposit \$25.00 to open this account.

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

**Additional requirements** – You must be 18 years of age or younger or 65 years of age or older to qualify for this type of account. Limit one account per tax reported owner. Personal accounts only.

#### Fees and charges:

**ATM fees** – ATM transactions at Non-Fidelity Bank ATMs: \$1.00 (*Note: Other banks may impose additional charges*)

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

### Primary Savings

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

**Frequency of rate changes** – We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month. If your account is closed, interest that has accrued, but not yet been credited to your account will be paid.

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

**Requirements to avoid imposition of fees** – To avoid the monthly maintenance fee you must maintain a daily balance of \$10.00 or more in the Primary Savings account during the statement cycle. If this condition is not met, a \$1.00 maintenance fee will be assessed to the account on the last day of the statement cycle.

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the first business day following the business day you deposit noncash items (for example, checks).

#### Fees and Charges –

**ATM fees** – ATM transactions at Non-Fidelity Bank ATMs: \$1.00 (*Note: Other banks may impose additional charges*)

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

### Premier Savings

**Rate Information** – This will be a variable rate account. The daily principal balance in your account will determine the applicable tier and the interest rate will be paid on the entire balance in your account.

#### Interest Tiers

\$0.01 - \$9.99  
\$10.00 - \$2,499.99  
\$2,500.00 - \$9,999.99  
\$10,000.00 - \$24,999.99  
\$25,000.00 - \$49,999.99  
\$50,000.00 - \$99,999.99  
\$100,000.00 - \$249,999.99  
\$250,000.00 - \$499,999.99  
\$500,000.00 - \$999,999.99  
\$1,000,000.00 and above

**Frequency of rate changes** – We may change the interest rate on your account at any time.

**Determination of rate** – At our discretion, the interest rate and the annual percentage yield may change on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month. If your account is closed, interest that has accrued, but not yet been credited to your account will be paid.

**Minimum balance to avoid imposition of fees** – To avoid the monthly maintenance fee you must maintain a minimum balance of \$5,000 or more in the Premier Savings account during the statement cycle. If this condition is not met, a \$5.00 maintenance fee will be assessed to the account on the last day of the statement cycle.

**Effect of closing an account** – If you close your account before interest is credited, you will receive the accrued interest.

**Minimum balance to open the account** – You must deposit \$5,000.00 of new money to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the first business day following the business day you deposit noncash items (for example, checks).

#### Fees and Charges -

**ATM fees** – ATM transactions at Non-Fidelity Bank ATMs: \$1.00 (*Note: Other banks may impose additional charges*)

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

### Growth Savings

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

**Frequency of rate changes** – We may change the interest rate and annual percentage yield on your account at any time.

**Determination of rate** – At our discretion, the interest rate and the annual percentage yield may change on your account at any time.

**Compounding and crediting frequency** – Interest will be compounded monthly.

Interest will be credited to your account every month.

**Effect of closing an account** – If you close your account before interest is credited, you will receive the accrued interest.

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

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a balance of \$10.00 or more in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the first business day following the business day you deposit noncash items (for example, checks).

**Additional requirements** – You must be 18 years of age or younger to open a Growth Savings Account. Limit one account per tax reported owner. Personal accounts only.

### Fees and Charges –

**ATM fees** – ATM transactions at Non-Fidelity Bank ATMs: \$1.00 (*Note: Other banks may impose additional charges*)

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

### 18/65 Savings

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

**Frequency of rate changes** – We may change the interest rate and annual percentage yield on your account at any time.

**Determination of rate** – At our discretion, the interest rate and the annual percentage yield may change on your account at any time.

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

**Effect of closing an account** – If you close your account before interest is credited, you will receive the accrued interest.

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

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a balance of \$10.00 or more in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the first business day following the business day you deposit noncash items (for example, checks).

**Additional requirements** – You must be 18 years of age or younger or 65 years of age or older to qualify for this type of account. Limit one account per tax reported owner. Personal accounts only.

#### Fees and Charges -

**ATM fees** – ATM transactions at Non-Fidelity Bank ATMs: \$1.00 (*Note: Other banks may impose additional charges*)

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

### Primary Money Market

**Rate Information** – The interest rate and annual percentage yield stated below are accurate at this time. This will be a variable rate account. The daily principal balance in your account will determine the applicable tier and the interest rate will be paid on the entire balance in your account.

#### Interest Tiers

\$0.01 - \$9.99  
\$10.00 - \$2,499.99  
\$2,500.00 - \$9,999.99  
\$10,000.00 - \$24,999.99  
\$25,000.00 - \$49,999.99  
\$50,000.00 - \$99,999.99  
\$100,000.00 - \$249,999.99  
\$250,000.00 - \$499,999.99  
\$500,000.00 - \$999,999.99  
\$1,000,000.00 and above

**Frequency of rate changes** – We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month. If your account is closed, interest that has accrued but not yet been credited to your account will be paid.

**Minimum balance to open the account** – You must deposit \$2,500.00 to open this account.

**Minimum balance to avoid imposition of fees** – A maintenance fee of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the first business day following the business day you deposit noncash items (for example, checks).

#### Fees and Charges –

**ATM fees** – ATM transactions at Non-Fidelity Bank ATMs: \$1.00 (*Note: Other banks may impose additional charges*)

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

### **Premier Money Market**

**Rate Information** – The interest rate and annual percentage yield stated below are accurate at this time. This will be a variable rate account. The daily principal balance in your account will determine the applicable tier and the interest rate will be paid on the entire balance in your account.

#### **Interest Tiers**

\$0.01 - \$9.99

\$10.00 - \$24,999.99

\$25,000.00 - \$99,999.99

\$100,000.00 - \$249,999.99

\$250,000.00 - \$499,999.99

\$500,000.00 - \$999,999.99

\$1,000,000.00 and above

**Frequency of rate changes** – We may change the interest rate on your account at any time.

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

**Compounding and crediting frequency** – Interest will be compounded every month. Interest will be credited to your account every month. If your account is closed, interest that has accrued but not yet been credited to your account will be paid.

**Minimum balance to open the account** – You must deposit \$2,500.00 to open this account.

**Minimum balance to avoid imposition of fees** – A maintenance fee of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 on any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed** – You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** – Interest begins to accrue no later than the first business day following the business day you deposit noncash items (for example, checks).

**Premier Money Market benefits** – Premier Money Market benefits are contingent upon maintaining a Premier Spending account. Closing the Premier Spending account will terminate all Premier Money Market benefits.

#### **Fees and Charges** –

**ATM Fees** – ATM transactions at non-Fidelity Bank ATMs: No fees for transactions applied to the Premier Money Market. Other bank's ATM charges are refunded. Note: Refunds may be subject to IRS 1099-MISC reporting.

**Other fees and charges** – Please refer to our separate Fee Schedule for information about other fees and charges.

# Fee Schedule

Effective: May, 2025

## ATM/Debit Card

Card Replacement	\$15.00
Expedited Card	\$50.00
Non-Fidelity ATM	\$1.00/ withdrawal

## Checks

Treasurer's Checks	\$5.00/check
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## Retirement Fees

Annual Plan Fee (assessed annually in October)	\$15.00
External Closeouts (Transfers/Rollovers)	\$25.00

## Other Bank Services

Checks Copies	\$5.00/page
Statement Copies	\$5.00/ statement
Escheatment	\$75.00
Foreign Check Collection	\$20.00/item plus other banks fees
Levy and Garnishment	\$100.00
Research Fee (1 hour min)	\$25.00/hour
Additional Monthly Statement	\$3/month
Stop Payment	\$30.00/item

## Wires

Incoming Wires	\$15.00/wire
Outgoing Domestic Wires	\$30.00/wire
Outgoing International Wires	\$40.00/wire (Foreign Currency) \$50.00/wire (US Dollars)

## Non-Sufficient Funds

Returned Items	\$35.00/item
• Limit three fees per day. No fee for items under \$7.50 [Checks, electronic checks, ACH, withdrawals, and retry payments.]	

Paid Items/Overdraft	\$35.00/item
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- Limit three fees per day. No fee for items under \$7.50 [Checks, electronic checks, ACH, withdrawals, retry payments, and ATM/POS withdrawals paid using Overdraft Privilege Program]

## Uncollected Funds

Returned Items	\$35.00/item
• Limit three fees per day. No fee for items under \$7.50 [Checks, electronic checks, ACH, withdrawals, and retry payments.]	

Paid Items/Overdraft	\$35.00/item
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- Limit three fees per day. No fee for items under \$7.50 [Checks, electronic checks, ACH, withdrawals, retry payments, and ATM/POS withdrawals paid using Overdraft Privilege Program]

## 18/65 Accounts

Overdraft/Returned Items	
Paid or Returned	\$5.00/item
Uncollected Funds	
Paid or Returned	\$5.00/item

## Business Savings and Money Market Accounts Only

Excessive Withdrawal Fee	\$1.00
(\$1.00 fee for each withdrawal in excess of 15 per month. Withdrawals include checks, external transfers, bill payments, ACH debits and wire transfers)	



# Overdraft Privilege Disclosure

Last Updated: May 2025

It is the policy of Fidelity Co-operative Bank (the bank, “we”, “us”, or “our”) to comply with applicable laws and regulations, and to conduct business in accordance with applicable safety and soundness standards.

A non-sufficient funds (negative) balance may result from:

- A. The payment of checks, electronic funds transfers, or other withdrawal requests (including recurring and retry payments)
- B. Payments authorized by you;
- C. The return, unpaid, of items deposited by you;
- D. Our fees/charges;
- E. The deposit of items which according to our Funds Availability Policy, are treated as not yet “available” or finally paid.

We are not obligated to pay any item presented for payment or repayment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you have, if your eligible account has been open at least sixty (60) days and has aggregate deposits of \$500 and is in good standing, which includes at least:

- A. Continuing to make deposits consistent with your past practices,
- B. You are not in default on any loan obligation to us.
- C. You bring your account to a positive balance (not overdrawn) at least once every thirty (30) days, and
- D. Your account is not the subject of any legal or administrative order or levy,

we will consider, without obligation on our part, approving your reasonable overdrafts; as a purely discretionary overdraft “privilege” or “courtesy”. This discretionary service will generally be limited to a \$750 overdraft (negative)/uncollected balance for consumer accounts, with the exception of Premier checking which offers a \$1,000 overdraft (negative) uncollected balance. \$1,000 overdraft (negative)/uncollected balance for Business checking accounts (subject to approval). Any and all fees and charges (as set forth in our fee schedules), will be included in this limit and will apply to any transaction that may overdraw your account (see “ELIGIBLE TRANSACTION TYPES”).

We may refuse to pay an overdraft/uncollected/retry item for you at any time, even if your account is in good standing and even though we may have previously paid overdrafts/uncollected/retry items for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) that you owe us shall be due and payable upon demand.

If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s).

**Limitations:** Savings Type Accounts, Money Market Accounts, Escrow Accounts, Public Fund/Charitable Organization Accounts, Bank on Accounts, Student Minor Accounts, and Other Minor Accounts (not of legal age) are not eligible. We may limit the number of accounts eligible for Overdraft Privilege service to one account per household and/or one account per taxpayer ID.

# Overdraft Privilege Disclosure

Last Updated: May 2025

## Eligible Transaction Types:

Each transaction/item initiated for payment or repayment against a checking account may be processed by the bank using the account's assigned overdraft (negative) balance limit, including without limitation: Check and Automated Clearing House items, and with the customer's affirmative opt-in, electronic items including our ATMs, foreign ATMs, Debit Card/Check Card one-time point-of-sale items, Internet/Online Banking (bill payment) and telephone banking transactions. Customers are required to authorize the bank to pay overdrafts on ATM and everyday debit card transactions.

**Optional Overdraft Protection Services:** You may apply for overdraft protection from an established line of credit account and/or funds transfer from a designated asset (deposit) account. If you qualify for these services, you may save money on the fees/charges you pay us for overdraft protection.

**Customer Opt-In:** We will pay overdrafts/uncollected on ATM and everyday debit card transactions only if you authorize us to pay them. You can give your consent to payment of these items by visiting one of our Banking Centers, contacting us via our website, or calling our Client Care Center at 1-800-581-5363.

**Customer Opt-Out:** You may choose at any time not to participate in the payment of ATM/POS overdraft/uncollected/retry transactions. By choosing this option, only Checks or ACH overdraft/uncollected/retry transactions will be paid. You will be charged a fee for paying an overdraft/uncollected/retry of a recurring debit card transaction, even if you have not opted-in to that service. You may also choose at any time not to participate in our Overdraft Privilege Service by notifying our Client Care Center at 1-800-581-5363.

**If You Need Help:** Of course, overdrafts/uncollected/retry should never be used to finance ordinary or routine expenses and you should not rely on overdrafts to cover these expenses. If at any time you feel you need help with your financial obligations please contact our Client Care Center at 1-800-581-5363.

**Always a Discretionary Service:** Our Overdraft Privilege Service does not constitute an actual or implied agreement between you and us. Nor does it constitute an actual or implied obligation of ours or by us. This service represents a purely discretionary privilege or courtesy that we may provide to you from time to time and which may be withdrawn or withheld by us at any time; without prior notice or reason or cause.

# What You Need to Know about Overdrafts and Overdraft Fees

Last Updated: May 2025

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account or an overdraft line of credit, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

➤ **What are the standard overdraft practices that come with my account?**

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

➤ **What fees will I be charged if Fidelity Bank pays my overdraft / represented / returned / uncollected item?**

Under our standard overdraft practices:

- We will charge you a fee up to **\$35** each time we pay an overdraft.
- There is a daily limit of 3 overdraft /returned item / uncollected fees we can charge you for overdrawing your account.
- We will not charge a fee for any type of transaction under \$7.50, regardless of whether we pay the overdraft.

➤ **What if I want Fidelity Bank to authorize and pay overdrafts & uncollected on my ATM and everyday debit card transactions?**

If you also want us to authorize and pay overdrafts & uncollected on ATM and everyday debit card transactions, please visit your local Banking Center or call us at 1-800-581-5363.





# Banking Center Hours and Locations



**Note:** Updated Banking Center hours effective as of May 1, 2025

## Barre Banking Center

56 Common Street  
Barre, MA 01005

### Lobby & Drive-Up Hours:

Mon – Thur 8:30am – 4 pm  
Fri 8:30am – 5pm  
Sat 8:30am – 12pm

## Fitchburg Banking Center

Twin City Plaza  
130 Whalon Street  
Fitchburg, MA 01420

### Lobby & Drive-Up Hours:

Mon – Thur 8:30am – 4pm  
Fri 8:30am – 6pm  
Sat 8:30am – 12pm

## Gardner Banking Center

6 City Hall Ave.  
Gardner, MA 01440

### Lobby & Drive-Up Hours:

Mon – Thur 8:30am – 4pm  
Fri 8:30am – 6pm  
Sat 8:30am – 12pm

## Leominster Main St. Banking Center

75 Main Street  
Leominster, MA 01453

### Lobby & Drive-Up Hours:

Mon – Thur 8:30am – 4pm  
Fri 8:30am – 5pm  
Sat CLOSED

## Leominster Connector Banking Center

9 Leominster Connector  
Leominster, MA 01453

### Lobby & Drive-Up Hours:

Mon – Thur 8:30am – 4pm  
Fri 8:30am – 6pm  
Sat 8:30am – 12pm

## Millbury Banking Center

Armory Village  
16 South Main Street  
Millbury, MA 01527

### Lobby & Drive-Up Hours:

Mon – Thur 8:30am – 4pm  
Fri 8:30am – 5:00pm  
Sat 8:30am – 12pm

## Needham Banking Center

129 Chestnut Street  
Needham, MA 02492

### Lobby & Drive-Up Hours:

Mon – Friday 8:30am – 4pm  
Sat 8:30am – 12pm

## Paxton Banking Center

713 Pleasant Street  
Paxton, MA 01612

### Lobby & Drive-Up Hours:

Mon – Fri 8:30am – 4pm  
Sat 8:30am – 12pm

## Princeton Banking Center

206 Worcester Road  
Princeton, MA 01541

### Lobby & Drive-Up Hours:

Mon – Wed 8:30am – 4pm  
Thur: 8:30am – 5pm  
Fri: 8:30am – 4pm  
Sat 8:30am – 12pm

## Shirley Banking Center

21 Main Street  
Shirley, MA 01464

### Lobby & Drive-Up Hours:

Mon – Fri 8:30am – 4pm  
Sat 8:30am – 12pm

## Winchendon Banking Center

1 School Square/Rt. 12  
Winchendon, MA 01475

### Lobby & Drive-Up Hours:

Mon – Wed 8:30am – 4pm  
Thur – Fri 8:30am – 5pm  
Sat 8:30am – 12pm

## Worcester Front St. Banking Center

153 Front Street (City Square)  
Worcester, MA 01608

### Lobby & Drive-Up Hours:

Mon – Wed: 8:30am – 4pm  
Thur & Fri: 8:30am – 5pm  
Sat: 8:30am – 12pm

## Worcester Shrewsbury St. Banking Center

465 Shrewsbury Street  
Worcester, MA 01604

### Lobby & Drive-Up Hours:

Mon – Thur 8:30am – 4pm  
Fri 8:30am – 5pm  
Sat 8:30am – 12pm



**Fidelity Bank**



 800.581.5363

 [FidelityBankOnline.com](https://www.FidelityBankOnline.com)