

Electronic Demand Deposit Account		
SCHEDULE OF FEES		
Purchase Plan Options	Pay as You Go	Monthly
Monthly Fee	None	\$5.00
Non-PIN Purchase Transaction Fee	\$1.00 each	None
PIN Purchase Transaction Fee	\$2.00 each	\$1.00 each
Foreign Transaction Fee	3% of the U.S. dollar amount of the purchase transaction with \$1 minimum	
<b>Withdraw Cash</b>		
Cash Back with PIN Purchase	None. Select "Debit" and enter your PIN to get cash back when making a purchase. PIN purchase transaction fee applies.	
Domestic ATM Withdrawal Fee	1 (one) Free In-Network ATM withdrawal per calendar month, all others \$2.50 per withdrawal, plus any ATM owner fees. For In-Network ATM locations, visit <a href="http://www.InsightMobileBanking.com">www.InsightMobileBanking.com</a>	
International ATM Withdrawal Fee	\$2.50 per withdrawal, plus the Foreign Transaction Fee, plus any ATM owner fees	
Fee for Retail Location Cash Withdrawal	Third-party fees for this service will apply, inquire at Retail Location for details	
Over-the-Counter Cash Withdrawal Fee	3% of transaction with \$5 minimum	
<b>Add Money</b>		
Fees for Retail Location Deposits	Third-party fees for this service will apply, inquire at Retail Location for specifics.	
Account to Account Transfer Fee	\$1.00 per transfer, charged to the Account debited for transfer	
Direct Deposit	None	
Mobile Check Deposit Fee ( <i>Third party service subject to separate terms and conditions</i> )	Third-party fees for this service will apply, inquire with third-party service provider for specifics and conditions	
<b>Manage Your Account</b>		
Balance Inquiry	<ul style="list-style-type: none"> <li>None using online account access</li> <li>None using toll-free automated phone service</li> <li>None using automated text or e-mail alerts</li> <li>\$1.00 each via ATM, plus any ATM owner fees</li> </ul>	
Live Agent Customer Service Call Fee	\$1.00 each	
Statement Fee	\$1.50 per monthly statement (applies to any Account that has not been affirmatively opted-in to electronic delivery)	
Replacement Debit Card Fee	\$9.95 each for standard delivery	
Express Mail Card Delivery Fee	\$30.00	
Text and E-mail Alerts	None, standard message and data rates apply	
<b>Important Notices.</b>		
Online Bill Payment	None	

## ACCOUNTHOLDER AGREEMENT

Bill Payment Stop Payment Fee	\$25.00 each
<b>Caution</b>	
Minimum Deposit to Open	\$0.00
Account Inactivity Fee	\$3.95 per month after dormancy, subject to state law
ACH Debit Return Fee	\$5.00 each
ATM & Purchase Decline Fee	\$1.00 each
Overdraft Protection Program (optional service subject to Accountholder activation and eligibility)	\$15.00 per occurrence and in accordance with the terms and conditions set forth in the Overdraft Protection Notice

## REPUBLIC BANK OF CHICAGO—Member FDIC—

### ACCOUNTHOLDER AGREEMENT

This Accountholder Agreement (this "Agreement") and the above Schedule of Fees constitute our disclosure to you and an agreement between you and us under which you establish one or more electronic deposit accounts (called an "Account" at Republic Bank of Chicago through Retail Locations or the internet. Please read this Agreement carefully and keep it for future reference. By applying for, maintaining, and using this Account, you represent and warrant to us that: (i) you are citizen or permanent resident of the fifty (50) United States or the District of Columbia who can lawfully enter into and form contracts under applicable law in the state in which you reside; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

### IMPORTANT NOTICES

- (1) THIS AGREEMENT CONTAINS AN **ARBITRATION PROVISION** REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION ARE SET FORTH IN THE SECTION ENTITLED **RESOLUTION OF DISPUTES BY BINDING ARBITRATION**.
- (2) We may close the Account at any time, with or without cause as described in the Section entitled **AMENDMENT, ACCOUNT CLOSURE AND TERMINATION**.
- (3) PLEASE SIGN YOUR DEBIT CARD IMMEDIATELY UPON RECEIPT. YOUR DEBIT CARD IS NOT A CREDIT CARD AND IT IS NOT A GIFT CARD.
- (4) THIS IS AN ELECTRONIC ACCOUNT AND YOU MUST ACCEPT OUR CONSENT TO ELECTRONIC DELIVERY ON THE ONLINE BANKING WEBSITE OR MOBILE APP TO AVOID A MONTHLY STATEMENT FEE.
- (5) ACCOUNT SERVICES ARE NOT AVAILABLE AT REPUBLIC BANK OF CHICAGO RETAIL LOCATIONS.

### THE USA PATRIOT ACT

The USA Patriot Act is a federal law that requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. In order to open an Account, you will be asked to provide your name, a valid physical U.S. street address, a telephone number, a date of birth, and other information that identifies each person who opens the Account. You may also be asked to provide other personal and financial information that will allow us to identify you, including a driver's license or other identifying documents. Additionally, you agree that Republic Bank of Chicago may pull a report from a consumer reporting agency on you as a new customer and may do so from time to time after the accountholder relationship has been established.

If we are not able to verify your identity to our satisfaction, we will not open your Account or we may close the Account if it was previously funded and return your funds, less any fees accrued up to the date of closure, to you via ACH, EFT, or other method, in our sole discretion. We reserve the right to not open an Account for

anyone or limit the number of Accounts that you have in our sole discretion. Your Account is subject to fraud prevention restrictions at any time, with or without notice.

### CONSENT TO ELECTRONIC DELIVERY

The following notice contains important information that you are entitled to receive before you consent to transact business with us electronically. Please read this notice carefully and print or download a copy for your files. By consenting to electronic delivery, you agree that we may provide electronically all disclosures, notices, terms and conditions, other documents, including periodic statements, our responses to any claimed errors on the periodic statements, our privacy policy and all future changes to any of these materials ("Electronic Disclosures"). To transact business with us electronically, you must consent on the form provided online or through the Mobile App.

**Withdrawing Consent to Electronic Delivery.** If you wish to withdraw your consent, you may do so by sending your request in writing to Card Services P.O. Box 19928 Birmingham, AL 35219 or to or by calling us at 1-888-572-8472. If you decide to withdraw your consent, the legal effectiveness, validity and/or enforceability of prior consent to electronic delivery will not be affected. Any withdrawal of your consent to electronic delivery will be effective only after we have a reasonable period of time to process your withdrawal. If you withdraw your consent, you will receive statements in the mail and your Account will be charged the Statement Fee disclosed in the Schedule of Fees.

**Hardware and Software Requirements.** You must have access to the following equipment and software to view and retain Electronic Disclosures:

- an internet browser that supports 128-bit encryption, such as Internet Explorer version 8.0 or above, Firefox 4.0 or above, Safari 5.0 and above and Google Chrome;
- an email account and email reader software capable of handling HTML email;
- a personal computer or mobile phone, operating system and telecommunications connections to the internet capable of supporting the foregoing;
- sufficient electronic storage capacity on your computer's hard drive or other data storage unit; and
- a printer capable of printing both text screens and material directly from your browser and email software.

**Paper Copies of Disclosures.** You may receive a paper copy of any Electronic Disclosures at the charge disclosed in the Fee Schedule by sending a request to us at Card Services P.O. Box 19928 Birmingham, AL 35219 or by calling us at 1-888-572-8472. Your request should specify the document that you would like us to send and provide your name, address and Account number.

**Procedures to Update Your Records.** It is your responsibility to provide us with a true, accurate and complete email address, home address, telephone numbers, and other information related to the Account and to maintain and update promptly any changes in this information. You can update such information by sending a request to us at **Card Services P.O. Box 19928 Birmingham, AL 35219** or by calling us at **1-888-572-8472**.

### SECTION I: CONTACT INFORMATION

We encourage you to contact us if you have any comments or concerns about your Account. Please write to us at:

Republic Bank of Chicago  
Insight Account Product Manager  
2221 Camden Ct.  
Oak Brook, IL 60523-9848

You may contact our service provider, Insight, at:  
Card Services  
P.O. Box 19928  
Birmingham, AL 35219  
or at [www.InsightMobileBanking.com](http://www.InsightMobileBanking.com)

1-888-572-8472. All calls answered by a customer service agent are subject to the Live Agent Fee as disclosed in the Schedule of Fees.

If you cannot resolve an issue, you may contact:

Federal Deposit Insurance Corporation  
Consumer Response Center

service providers at [www.InsightVisa.com](http://www.InsightVisa.com), through which you may obtain information regarding, and otherwise manage, your Account and pay bills.

**"PIN"** means a Personal Identification Number used in connection with your Debit Card to conduct Account transactions.

**"POS"** means your ability to make purchases with your Debit Card at merchant locations or "points of sale."

**"Retail Location"** means locations of participating merchants where Accounts can be funded using your Debit Card, which are operated and serviced independently of us.

**"Savings Account"** means the optional savings Account you may open at the Bank to earn interest on your deposited funds, funded through transfers initiated by you from your Account.

**"Schedule of Fees"** means the schedule that lists the fees and charges associated with the Account and Debit Card use.

**"System"** means the electronic payment network operated by Visa, MasterCard or any other applicable card association.

### SECTION III: IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

**1. Ownership.** An Account may be opened in the name of only one person. Funds in the Account may be paid only to or on the order of that individual, or someone to whom that individual has given a power of attorney, or as otherwise may be required or permitted by law. Account ownership is non-transferable. An Account cannot be owned or titled jointly, by an organization, as Payable on Death or in Trust For.

**2. Payment of Fees.** You agree to pay the charges as shown on the above Schedule of Fees. As these charges are incurred, we will deduct the charges directly from your Account. We will not be liable for dishonor of any item resulting from our deduction of any charges as authorized by this Agreement. **NOTE: Fees assessed to your Account balance may bring your Account balance negative. Any time your Account balance is less than the fee amount being assessed to your Account, the fee will result in a negative balance on your Account, increase the negative balance on your Account, or pending for payment, as applicable. If that occurs, any subsequent deposits to your Account will first be applied to the negative balance or pending fees. Because of this, up to three monthly fees may be collected in a single month, if due upon a subsequent deposit to your Account.**

**3. Accessing Funds and Limitations.** You are responsible for all obligations arising out of the ownership and maintenance of your Account, including the amount of any deposits to the Account and for which the Account was credited, any negative balances on your Account, any service charges to the Account, or losses arising from the breach of any representation or warranty you make to us in this Agreement or under applicable law, and the costs we incur to enforce our rights under this Agreement or to collect any sum you owe us under this Agreement, including, to the extent permitted by law, our reasonable attorney's fees or other costs as permitted under applicable law. You may not use your Account for illegal transactions.

**4. Account Statements.** You will only be sent paper statements if you do not affirm your consent to Electronic Delivery. If you do not affirm your consent to Electronic Delivery by opting-in electronically, you will be mailed periodic statements and charged a Statement Fee as disclosed in the Fee Schedule for each periodic statement processed. You will be able to review Account transactions and Account statements through Online Banking or the Mobile App. If you have agreed to conduct business with us electronically, we will send you an email that your Account statement is available in Online Banking, and the Account statement shall be deemed received on the date that it is posted to Online Banking. Periodic statements will be provided for each monthly cycle in which an EFT has occurred. If no transfer has occurred, a periodic statement will be provided at least quarterly, and all EFT transactions since the date of your last statement will be reported on your statement. If your Account is dormant, we may stop sending you Account statements, or we may stop sending you Account statement emails or posting statements to Online Banking or both.

**5. Review of Account Statement.** You agree to promptly and carefully review your Account statement and any accompanying items upon receipt. You must report an unauthorized transaction or fraud within a reasonable time (within 60 days) after we sent or posted your statement to Online Banking, by calling our Customer Service

at 1-888-572-8472. Additionally, if you fail to report an unauthorized transaction on your Account statement within the time frame specified, we are not responsible for subsequent unauthorized transactions on your Account by the same person. There are special rules for statement review applicable to electronic funds transfers. Please refer to the section below entitled **YOUR LIABILITY FOR UNAUTHORIZED USE**.

**6. Death or Adjudication of Incompetency.** You may freeze, refuse, or reverse deposits and transactions and/or return governmental benefit payments made to the Accountholder if you die or are adjudicated incompetent. If you give us instructions regarding your Account which are to be effective at a future date, and you die or are adjudicated incompetent prior to the date you specified, then the instructions shall be effective, unless we receive written notice of death or incompetency prior to honoring such instructions.

**7. Dormancy.** Your Account is dormant if your Account has not had any customer-initiated activity (that is, if you have not logged in to Online Banking or the Mobile App, and have made no purchases, no cash withdrawals, no cash remittances, or no balance inquiry fees have been assessed) for 365 consecutive days. For security reasons, we may refuse a withdrawal or transfer from an Account we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. An Account that has become dormant and that has no funds will be closed. An Account Inactivity Fee may be assessed each month against remaining funds if permitted by applicable state law.

**8. Accounts Presumed to Be Abandoned.** In accordance with applicable state law, funds in dormant, inactive and/or abandoned accounts will be remitted to the custody of the applicable state agency at the time required by state law, and we will have no further liability to you for such funds. We may, at our option, attempt to contact you prior to remittance of funds to the applicable state and will attempt to do so if required by applicable law. We may assess a fee for sending you notice and publishing your name in a newspaper of your state, unless prohibited by law. Once remitted, you must apply to the appropriate state agency to reclaim your funds.

After the funds on deposit have been remitted to the state, the Account is closed and the interest does not continue to accrue on any interest-bearing account. The fact that you have an active Account with us does not keep your other Accounts active.

**9. Legal Process.** We may accept and comply with any writ of attachment, execution, garnishment, tax withholding order or other levy, subpoena, warrant, injunction, restraining order, government agency request for information or other legal process relating to your Account which we believe (correctly or incorrectly) to be valid and binding regardless of the location of the Bank or method of service on the Bank even if the law requires personal service at the branch of record or other specified location for your Account or where the records are stored (but we reserve the right to require service at such location as may be required by law). We may, but are not required to, give you notice of any such legal process except as required by law and will not do so if prohibited by law. In responding to a search warrant or other legal process from a city, county, state or federal law enforcement or other agency, we may produce documents, including from facilities owned and operated by third parties maintaining such records on our behalf, even if such facility is not designated as the place to be searched in the search warrant or legal process. If we are required to pay any attachment, garnishment, writ, levy or other legal process related to your Account, then we may debit your Account even if such debit creates an overdraft. If we incur any expenses, including without limitation research, photocopy, handling and administrative costs and reasonable attorney's fees, in responding to an attachment, garnishment, writ, levy or other legal process that is not otherwise reimbursed, then we may charge, in addition to other amounts set forth herein, such expenses to your Account without prior notice to you.

**10. Our Right of Setoff.** If you ever owe the Bank money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law to use the money from your Account to pay the debt. We may (without prior notice and when permitted by law) setoff the funds in the Account against any such due and payable debt you owe us now or in the future. Our right of setoff does not apply to your Account if prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**11. Our Notices to You.** We will endeavor to inform you of changes to your rights and obligations by providing a notice to you. In some cases, we may post a notice of a change on our website, [www.InsightMobileBanking.com](http://www.InsightMobileBanking.com). Otherwise we will provide it to you electronically. We may include a notice with or on your Account statement. If you do not receive a notice, the change will still be effective.

**12. FDIC Insurance.** The FDIC, an agency of the United States government, insures funds in your Accounts. Republic Bank of Chicago is a member of the FDIC. Deposits at FDIC-insured institutions are insured up to at least \$250,000 per depositor, per ownership category. FDIC insurance applies only to accounts held in the United States and its territories and possessions.

For details, please refer to the [www.InsightMobileBanking.com](http://www.InsightMobileBanking.com) FDIC or visit the FDIC website at [www.fdic.gov](http://www.fdic.gov).

### SECTION IV: ACCOUNT INFORMATION

**1. Your Account.** Your Account is a checkless Electronic Demand Deposit Account that is held at Republic Bank of Chicago, and FDIC-insured financial institution. Your Account is non-interest bearing, and interest will not be paid on your balance. The Account is not a credit product. Your Account is to be used only for personal, family, or household use and may not be designated for business use. We may close your Account if we determine that it is being used for business purposes. We may close your Account or refuse to process any transaction that we believe, in our sole discretion, may violate the terms of this Agreement or represents illegal or fraudulent activity.

**2. Opening Your Account.** Your Account will be opened online or at a Retail Location. To open your Account, you must provide all of the personal information we require from you and pass the mandatory identification verification process described above. There is no minimum deposit amount required to open an Account.

**3. Tax Information.** When you open an Account, we are required to obtain, and each U.S. citizen or resident alien must give us, a certified U.S. Taxpayer Identification Number ("TIN") and information regarding your backup withholding status. If you have a U.S. Social Security Number, this number is your TIN.

When you apply for an Account, you must certify as to whether or not you are a U.S. person and that you have provided the correct TIN and the correct backup withholding status. If you do not provide this, or if the IRS notifies us that the name and TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to backup withhold at the current backup withholding rate on interest paid to your Account and pay it to the IRS.

In some cases, a state and local tax authority may also require that we pay state and local backup withholding on interest paid to your Account when we are required to pay backup withholding to the IRS. Backup withholding is not an additional tax. If you are subject to backup withholding, we are required to report to you and to the IRS regardless of the amount of the interest payment. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

Generally, we are required to report annually to you and to the IRS interest payments that total \$10 or more during the year on your Savings Account with us. We may also be required to report this information to the appropriate state revenue authority.

For more information or to determine how this information applies to you, please consult your tax advisor.

**4. No Check Writing Feature.** You may not write checks on your Account, or order checks for your Account from us or any other source. Any transactions to your Account that involve a check drawn on your Account, including written checks, check by phone, or third-party authorizations that come through as a check, will not be honored. When providing Account and routing numbers to merchants to make a payment, (whether in person, electronically or over-the-phone) you need to ensure that the merchant is using the ACH system to process the transaction as an electronic debit, as ACH is an accepted form of payment for your Account. If the merchant processes a payment as a check, the check will be rejected and not paid. You may be charged a fee by the merchant if this happens. You may not use your Account number or your Debit Card number and our routing number in connection with the creation and/or negotiation of any financial instruments, such as checks, which we have not authorized.

**5. Debit Card.** You will be issued a Debit Card in connection with your Account, which may be used for cash access, purchases and deposits, as described in the applicable section below. See generally the section entitled **DEBIT CARD RIGHTS, PRIVILEGES AND LIMITATIONS**. You must activate the Debit Card you receive in connection with your Account. To activate your Debit Card, you must call 1-866-253-5161 or visit [www.InsightVisa.com](http://www.InsightVisa.com).

**SECTION V: DEPOSITS TO YOUR ACCOUNT**

**1. Deposits.** Deposits may be made in a form and manner as agreed upon by us in our sole discretion. You may provide funds to an employee at a Retail Location and using your Debit Card such funds will be transferred to the Bank for credit to your Account. Deposits made at Retail Locations may be made in cash. Funds may also be deposited via ACH credit entries or direct deposit. See the section below entitled **AVAILABILITY OF FUNDS** to determine when your deposited funds will be available.

You cannot make a Deposit through an ATM. You may not make a deposit at one of our Republic Bank branches.

We are not responsible for deposits mailed to us. We will not accept any checks, money orders or cash mailed to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money orders or cash mailed to us. We may, at our sole discretion, refuse to accept particular deposits. Cash transfers are credited to your Account according to this Agreement. Other Items you deposit are handled by us according to our usual collection practices. If an Item you deposit is returned unpaid, we will debit your Account and assess any other fee we pay or loss we incur. In addition, you are liable to us for all costs and expenses related to the collection of any amount from you.

Each deposit may be subject to a fee pursuant to the Schedule of Fees.

**FEDERAL PAYMENTS: THE ONLY FEDERAL PAYMENTS THAT MAY BE DEPOSITED TO YOUR ACCOUNT VIA AN ACH CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE ACCOUNTHOLDER. IF YOU HAVE QUESTIONS ABOUT THIS REQUIREMENT, PLEASE CALL CUSTOMER SERVICE.**

You may, through Online Banking or the Mobile App, be offered additional ways to deposit money from time to time, and any terms, fees or limits applicable to any of these methods will be disclosed to you at the time they are offered to you.

**2. ACH Credits.** If you arrange to have funds transferred directly to your Account through an ACH credit, you must enroll by providing the Bank routing number and your Account number. There is no fee for ACH credits or direct deposits posted to your Account. If you have arranged to have Direct Deposits made to your Account, you can enroll in text and/or email alerts to be notified when the deposit has been made. If you call and speak to a representative, a live agent Customer Service Fee will apply as described in the Statement of Fees.

**3. Collection of Deposited Items.** We may, but are not obligated, to provide provisional credit to your Account for direct deposits we receive. All credits for a direct deposit that we may make, in our sole discretion, to your Account prior to the sender's effective entry date are provisional until collection of the direct deposit is final. Before settlement of any item becomes final, we act only as your agent, even though we provide you provisional credit on the item. We may reverse any provisional credit for items that are lost, stolen, or returned. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your Account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your Account or obtain a refund from you. We may refuse to accept funds for deposit to your Account for any reason and may, at our discretion, return such funds to the sender. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of direct deposits or for any damages resulting from any of those actions.

### SECTION VI: TRANSACTIONS AND WITHDRAWALS

**1. Withdrawals and Transactions.** You may withdraw funds from your Account and effect transactions using Access Devices, up to your Available Balance, subject to the fees reflected in the Schedule of Fees, for such transaction type and the Transaction Limits described in this Section below.

**2. Cash Access via Debit Cards.** With your PIN, you may use your Debit Card to obtain cash from any ATM or any POS device, if and as permitted by the relevant merchant, bearing an acceptance mark displayed on the Debit Card. You may also obtain your Account balance through certain ATMs. A fee may be associated with the use of your Debit Card to obtain cash or Account balance information. When you

use an ATM outside of our network, you may be charged a fee by the ATM operator in addition to our fee (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). For information about these fees, please see the **Schedule of Fees** above. You are provided with one free In-Network ATM withdrawal per calendar month, to find an In-Network ATM location, visit [www.InsightMobileBanking.com](http://www.InsightMobileBanking.com). In addition, some of all transactions may be subject to a surcharge assessed by the terminal owner. You may also obtain "Cash Back" while conducting a PIN Purchase Transaction at participating merchants and subject to the merchant's cash back policies. At participating banks, you may withdraw cash using your Debit Card (an "Over the Counter" cash withdrawal), subject to the fees set forth in the Schedule of Fees, in addition to fees that bank may charge for completing the transaction. Any cash withdrawal through an ATM or POS purchase transaction, or an Over the Counter cash withdrawal through a participating bank, will be subject to the limitations set forth in the section below labeled **Transaction Limits**. Cash withdrawals are available up to the daily authorization limits disclosed below, provided the Available Balance in your Account is greater than or equal to the amount requested plus any fees that may be charged by us or a third party, along with the cash disbursement. Cash withdrawals may also be subject to varying daily limits at the ATM owner's, merchant's, or participating bank's discretion. If you use your Debit Card and PIN to obtain Account balance information through an ATM, please note that the balance information provided may not reflect recent transactions or the Balance Inquiry Fee.

**3. ACH Debit Payments.** You may authorize merchants to use our Bank routing number and account number we provide you for payments through ACH so long as you have sufficient funds in your Account. You are responsible for maintaining an Available Balance sufficient to cover any authorized ACH debit payments. You will be charged a fee for each ACH debit that is returned for insufficient funds as disclosed the Schedule of Fees. If you have authorized a merchant to collect a recurring ACH debit payment, you are responsible to notify that merchant to revoke your authorization. If you believe that you have been debited for an ACH that you did not authorize, please refer to the section entitled **YOUR LIABILITY FOR UNAUTHORIZED USE**.

**4. Purchases.** You may use your Debit Card to purchase goods and services from merchants that accept cards bearing an acceptance mark displayed on the Debit Card as a method of payment as long as you have sufficient funds in your Account. You are not authorized to use your Debit Card to make a purchase if you do not have sufficient funds in your Account unless you have opted-in and qualify for Overdraft Protection, further subject to all applicable terms. Please refer to the section entitled **OPTIONAL OVERDRAFT PROTECTION**. Purchase transactions that are declined because you don't have sufficient funds or that don't qualify for Overdraft Protection are each subject to a Decline Fee as disclosed in the Schedule of Fees.

We are not responsible for any injury to you or to anyone else caused by any goods or services purchased or leased with your Debit Card. You are responsible for resolving all disputes concerning the quality of goods or services purchased from any merchant that accepts your Debit Card.

**5. Paying Bills.** You can pay bills directly by telephone or online from your Account in the amounts and on the days you request. If you use your Debit Card number without presenting your Debit Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Debit Card itself. You may also use the Bill Pay option available to you through Online Banking and the Mobile App subject to applicable terms presented to you below.

**6. Transfers.** By using a transfer option available on your Account within Online Banking or the Mobile App, you may direct that funds be transferred from your Account to: (i) other Insight Account or prepaid debit card accounts you own and hold; (ii) other Insight Account or prepaid debit card accounts held by other people. Once a transfer has occurred, it is irrevocable. We are not responsible for Debit Card transfers made to unintended payees due to the input of incorrect information by you. You may be assessed a transfer fee as disclosed in the Schedule of Fees.

**7. Foreign Transactions.** If you withdraw your funds or make a purchase in a currency or country other than the currency or country in which your Account was established ("Foreign Transaction"), the network or System that processes the transaction will convert the amount of the Foreign Transaction into an equivalent U.S. Dollar amount, at a conversion rate in their sole discretion, and the U.S. Dollar amount will be deducted from the funds in your Account. You will be charged a Foreign Transaction Fee on the total amount of the transaction in U.S. Dollars as

disclosed in the Schedule of Fees. The System may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to a Foreign Transaction Fee. If a Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

**8. 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 list of the Office of Foreign Assets Control. 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.

**9. Split Transactions.** If you do not have enough value in your Account to cover a purchase you are making, you can request the merchant to split the purchase by putting a part of the purchase on your Debit Card and allowing you to pay the remaining amount with another source of funds (a "Split Transaction"). Some merchants do not allow customers to conduct a Split Transaction. If you are permitted by the merchant to conduct a Split Transaction, you will need to know the exact amount of your Available Balance. Some merchants may require the remaining portion of a Split Transaction to be made in cash.

**10. Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Debit Card, the return and refund will be handled by the merchant. If the merchant credits your Account, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

We are not responsible in any way for any goods or services you decide to purchase, including without limitation, their quality, safety, legality or delivery. We will not become involved in any dispute involving such goods or services. You also agree to release us and our respective directors, officers, employees, agents, and service providers from any and all claims, demands and damages between persons using and accepting the Debit Card associated with your Account, including any claims, demands or damages arising out of or related to the purchase or sale of goods or services.

**11. Stopping Preauthorized Payments.** You have the right to stop payment of preauthorized transfers. To stop a recurring payment to a merchant you have preauthorized to debit your Account, call us at 1-888-572-8472 or write us at Card Services P.O. Box 19928 Birmingham, AL 35219 in time for us to receive your request at least three (3) Business Days before the payment is scheduled to be made. Such a stop payment request will cancel one recurring payment. If you want to permanently stop all recurring payments to a specific merchant then we require you to put your request in writing and get it to us within fourteen (14) days after you tell us you want to stop such payments. If you prefer you may contact the merchant or third-party service provider directly to cancel the recurring payment.

**12. Retail Location Deposits.** You may provide funds to an employee at a Retail Location that will be transferred to the Bank for credit to your Account. Generally, these funds will be available to you the same day we receive notification from a Retail Location. Deposits made at Retail Locations may be made in cash only.

**3. Direct Deposits.** You may arrange to have funds transferred by ACH to your Account by your employer or other appropriate payor. Unless manual review is needed, Direct Deposits and other non-tax ACH credits are added to your Available Balance at the time we receive and process the applicable ACH file. Your ability to withdraw funds may be delayed until the deposit effective date. Note that after we make funds available to you, and you have spent, sent or withdrawn all or a portion of the funds, you are still responsible for any problems involving your deposit. If you have arranged to have Direct Deposits made to your Account, you may enroll in text and/or email alerts to be notified when the deposit has been made. If you call and speak to a representative, a live agent Customer Service Fee will apply as described in the Statement of Fees.

**4. Tax Refunds.** Tax returns or refund payments that are made by ACH are generally not made available to you until the sender's deposit effective date, and are not eligible for early or provisional credit to your Available Balance.

### SECTION IX: DEBIT CARD RIGHTS, PRIVILEGES AND LIMITATIONS

**1. PIN Protection.** When you Debit Card is provided to you, you will be issued a PIN. You agree to take all necessary steps to protect your PIN. You are responsible for safeguarding your PIN, Account and Debit Card number. Do not tell anyone your PIN. For security purposes, never write your PIN on the Debit Card and never carry a record of your PIN in your purse or wallet. If you believe that anyone has gained

Deposits at a Retail Location	\$5,000 (\$9,500 during Jan-Apr)	Per day
Deposits using a participating third-party card load network (for example, Green Dot)	\$1,500	Per day
Account to Account Transfers		



unauthorized access to your PIN, you should advise us immediately following the procedures in the Section entitled **YOUR LIABILITY FOR UNAUTHORIZED USE.**

**2. Authorized Users.** You are responsible for all authorized transactions or changes initiated and fees incurred by use of your Account and your Debit Card, if you permit another person to have access to your Debit Card, Account number, bank routing number, PIN or other personally identifying information, we treat this as if you have authorized such change or use and you will be liable for all changes or transactions initiated and fees incurred by those persons.

**3. Replacement Cards.** There is a fee for replacing your Debit Card as disclosed in the Schedule of Fees. If you choose express delivery, applicable costs will also apply. These fees will be deducted from the Available Balance remaining on the Debit Card at the time a replacement Debit Card is issued. If you need to replace your Debit Card for any reason, please visit a Retail Location or contact us at 1-888-572-8472. You will be required to provide personal identifying information (which may include your Account or Debit Card number, your full name, your transaction history, and/or other key identifiers).

**4. Purchase Transactions.** Each time you make a purchase, you authorize us to reduce the Available Balance in your Account by the amount of the transaction as transmitted to us and applicable fees. 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 Available Balance does not obligate us to do so later. We will not charge fees for overdrafts caused by one-time Debit Card Purchase 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.

We reserve the right to return any Debit Card transaction that does not contain an authorization code. We will not be liable for any damages resulting from a failure or refusal for any reason to authorize a Debit Card transaction that you have attempted. Further, we will not be responsible or liable for a participating merchant's refusal to accept your Debit Card.

Stop payments are not permitted on any purchases or cash withdrawals originated by use of a Debit Card. For this reason, you should inquire about a merchant's return or refund policy before entering into a Debit Card transaction.

Cash refunds will generally not be made to you on purchases made with your Debit Card. Refunds of merchandise purchased using your Debit Card will be reflected as a credit on your next consecutive or later Account statement. Any claim or defense with respect to property or services purchased with the Debit Card must be handled by you directly with the merchant or other business establishment which accepted the Debit Card, and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft plus any appropriate charges we may be authorized to make.

**5. Authorizations and Holds by Merchants.** Any entity honoring your Debit Card will be required to obtain approval or authorization for any transaction in accordance with the rules of an applicable System. With certain types of purchases (such as those made at restaurants, bars, beauty salons, hotels, rental car companies, or for fuel purchase made at the pump), your Debit Card may be preauthorized for an amount greater than the transaction amount placing a hold on your Available Funds until the merchant sends the final payment amount of your purchase. Holds may be initiated for a variety of reasons including but not limited to, providing a security deposit, covering gratuities or incidentals, or ensuring your Debit Card has sufficient funds when the transaction is completed. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to the funds on hold. A 90-day hold may be placed on the value on the Debit Card in the amount of the preauthorization request made by hotels and rental merchants. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the System, settlement of the transaction may not remove the hold, which may remain on the Debit Card until the hold days have expired. If your Debit Card is subject to a hold, the value that is subject to the hold will not be available for other purposes.

**6. Receipts.** You should get a receipt at the time you make any transaction using your Debit Card. You agree to retain, verify, and reconcile your transactions and receipts.

**SECTION X: ONLINE BANKING AND MOBILE APP**  
**1. Online Banking.** We encourage you to use Online Banking for managing your Account. You can enroll for Online Banking by visiting [www. InsightVisa.com](http://www. InsightVisa.com) and

carefully following the instructions provided there to establish your required Login Credentials. We reserve the right to limit the types and number of Accounts eligible and the right to refuse to make any transaction you request through Online Banking, in our sole discretion. We also reserve the right to modify or eliminate the scope of Online Banking services provided at any time.

**2. Mobile App.** You may use the Mobile App to obtain Financial Services through your mobile device (e.g., tablet or smartphone) on your linked Account. You must have a mobile device capable of downloading Java applications and making data connections to the Internet. You must be authorized to use and incur charges on your mobile device cellular account in order to obtain Financial Services through Mobile App or through a mobile-optimized version of Online Banking.

**3. Description of Services.** You may use Online Banking and the Mobile App to obtain Financial Services and access information on your Account, including:

- View current balance information for your Account;
- Review available transactions on your Account;
- Perform self-service Account maintenance such as requesting copies of monthly statements and changing your Password;
- Send and receive secure online mail messages regarding your Account; and
- Pay bills using the Bill Pay feature.

Some of the above features and functionality may not be available on the Mobile App, Online Banking, or through the mobile-optimized version of Online Banking. Some of the above services may not be available for certain Accounts. We may offer additional mobile services and features in the future. Any such added mobile services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile service or feature is added and/or at the time of enrollment for the feature or service if applicable. If at any time your Account access is limited, blocked, or inactive, you may lose access to certain services, features, and functionality accessible through the Mobile App, Online Banking, or both.

We do not charge a fee for your access to, or use of, Online Banking or the Mobile App. However, please see the Schedule of Fees for any fees that may apply to your Account for transactions that you conduct, or services that you request or use, through Online Banking or the Mobile App. Also, you are responsible for web access and/or data or text message charges that may be billed by your mobile telecommunications carrier. Check with your mobile carrier for details on specific fees and charges that may be applicable.

**4. Illegal, Fraudulent or Improper Activity.** You agree that you will not use Online Banking, the Mobile App, or any Financial Service for any illegal, fraudulent or improper activity. If we suspect that you may be engaging in or have engaged in fraudulent, illegal or improper activity, including a violation of any terms and conditions relating to Online Banking, the Mobile App, or any Financial Service, your access to Online Banking, the Mobile App, or any Financial Services may be suspended or terminated. You understand that access to and transactions in your Account may be suspended or terminated if an Access Device has been reported lost or stolen or when we reasonably believe that there is unusual activity on any of your Accounts. You agree to cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

**5. Login and Device Protection.** You agree that you will not disclose your Login Credentials to any person. You understand and agree that we may rely on the use of your Login Credentials to access your Account through Online Banking and the Mobile App and are therefore authorized to act upon instructions and information received from any person that enters your Login Credentials.

If you forget your Login Credentials, become locked out and we reset your Password, or your Password expires, you will be required to re-establish your Login Credentials to regain access to Online Banking and the Mobile App.

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Online Banking and the Mobile App. You agree not to leave your computer or mobile device unattended while logged in; if you do we will not be liable for any damages. Log off immediately at the completion of each access by you, and secure access to your computer or mobile device, lock your mobile device, and take other steps necessary to stop unauthorized use of your Account, Online Banking, and the Mobile App.

Although considerable effort is expended to make Online Banking, the Mobile App

**4. Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 1-888-572-8472 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made.

If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. For each stop-payment order you give we will charge a Stop Payment Fee as described in the Schedule of Fees.

**5. Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## SECTION XII: YOUR LIABILITY FOR UNAUTHORIZED USE

**1. Contact Customer Service Immediately.** TELL US AT ONCE if you believe any of your Access Devices have been lost or stolen or if you believe an electronic funds transfer has been made without your permission using the information from your Access Device (see SECTION II: DEFINITIONS). Telephoning is the best way of keeping possible losses down. You could lose all of the money in your Account (plus any overdraft amount allowed). If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission. For the purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

If you do NOT tell us within two (2) Business Days after your learn of the loss or theft of your Access Device and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500.

Also, if your Account statement shows transfers that you did not make, including those made using card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the Account statement is made available to you through Online Banking or the Mobile App, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe any of your Access Devices have been lost or stolen, call 1-888-572-8472 or write us at Card Services P.O. Box 19928 Birmingham, AL 35219 or [www. InsightMobileBanking.com](http://www. InsightMobileBanking.com). You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Access Device without your permission.

**2. Your Duty to Report Other Errors.** In addition to your duty to review your Account statements for unauthorized transactions, , you agree to examine your statement with reasonable promptness for any other error (such as an encoding error). In addition, if you receive or we make available images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed sixty (60) days. Failure to examine your statement and items and report any errors to us within sixty (60) days of when we first send or make an Account statement available to you 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.

**3. Your Liability for Unauthorized System Transactions.** If you were issued a Debit Card bearing the Visa® acceptance mark, please be advised that Visa's Zero Liability policy covers U.S.-issued cards only and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. All Accountholders must notify us promptly of unauthorized use to preserve their rights under this Agreement and System policies.

**4. Error Resolution.** In case of errors or questions, call Customer Service, write to Customer Service, or call us at 1-888-572-8472 as soon as you can if you think your Account statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent or made available the FIRST statement on which the problem or error appeared. Tell us:

- Your name and Account number.

• A description of the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

• Tell us the 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.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

## SECTION XIII: OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

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

- If, through no fault of ours, you do not have enough money in your Account to make the transaction.
- If a merchant refuses to accept your Debit Card.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or System was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If access to your Account has been blocked after you reported your Access Device lost or stolen.
- If the transfer would not be eligible for or would go over the limit on your overdraft protection.
- Any other exception stated in our Agreement with you.

## SECTION XIV: ATM PRECAUTIONS

As with all financial transactions, please exercise discretion when using an ATM. For your own safety, be careful. The following suggestions may be helpful.

- be aware of your surroundings, particularly between sunset and sunrise;
- be accompanied by another person between sunset and sunrise;
- refrain from displaying cash, place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home;
- use another ATM or return at a later time if anything suspicious is noticed when using or considering using an ATM;
- prepare for your transactions at home to minimize your time at the ATM;
- always save your ATM receipts—don't leave them at the ATM because they may contain important Account information;
- compare your records with the Account statements you receive;
- don't lend your ATM card to anyone;
- do not leave your card at the ATM;
- protect the secrecy of your Access Devices;
- prevent others from seeing you enter your PIN by using your body to shield their view;

• when you make a transaction, be aware of your surroundings and if you observe any problem, go to another ATM;

• don't accept assistance from anyone you don't know when using an ATM;

• if you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave;

• at a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window and keep the engine running and remain alert to your surroundings; and

• report all crimes immediately to the operator of the ATM or to local law enforcement officials.

## SECTION XV: POSTING ORDER OF ITEMS

The order in which items are paid is important if there is not enough money in your Account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your Account, we are providing you with the following information regarding how we process those items.

Our policy is to process all transactions in the timestamp order in which they are presented or received.

## SECTION XVI: CHANGE OF ADDRESS OR NAME

You are responsible for notifying us immediately upon any change to your address or your name. You are responsible for notifying us of any change in your physical address, mailing address, email address, phone number, or your name, no later than two (2) weeks after said change. If your address changes to a non-US address, we may cancel your Account and return funds to you in accordance with this Agreement.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or Communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you. We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual. It is your sole responsibility to ensure that the email address you provide to us is current and accurate. We are not responsible for loss of messages and other consequences if you do not provide an accurate and current email address.

## SECTION XVII: CONFIDENTIALITY

We may disclose information to third parties about your Account or the transactions you make:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders, or other legal reporting requirements;
- If you give us your written permission; or
- To our employees, auditors, service providers, or attorneys as needed.

Please see our Privacy Disclosures for information about how we collect, use and disclose your information.

## SECTION XIX: OTHER TERMS

**1. Circumstances beyond Our Control.** We will not be liable to you if circumstances beyond our reasonable control prevent us from, or delay us in:

- Acting on a payment order.
- Crediting a funds transfer to your Account.
- Processing a transaction.
- Crediting your Account.
- Performing our obligations for a service.

Circumstances beyond our reasonable control include, but are not limited to: any natural disaster, such as an earthquake or a flood; emergency conditions, such as a war, event of terrorism, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier and any mail or courier service; or your act, omission, negligence or fault.

**2. Assignment.** Your Account and your obligations under this Agreement may not be assigned or transferred without our prior written consent. We may transfer our rights under this Agreement.

**3. Waiver.** We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing

waiver or a waiver on any other occasion. We do not waive or lose our rights by delaying or failing to exercise them at any time.

**4. English Language.** Translations of this Agreement that may have been provided are for your convenience only and will not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

**5. Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency or local, state, or federal body, the validity or enforceability of any other provision of this Agreement shall not be affected.

**6. Applicable Law.** Use of your Account is subject to all applicable rules of any System or association involved in the transactions permitted herein. This Agreement will be governed by the law of the state of Illinois except to the extent governed by federal law. Should your Account have a remaining balance after a certain period of time, we may be required to remit the remaining funds to the appropriate state agency.

**7. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter addressed herein, and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter, including matters relating to the Account and the Financial Services.

## SECTION XX: AMENDMENT; ACCOUNT CLOSURE AND TERMINATION

**1. Amendment.** We may change any term of this Agreement, including all fees, at any time, and such changes will be binding on you. If required by law, we will give you written notice of the changes prior to the effective date of the change. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. 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).

**2. Account Closure and Termination.** We reserve the right to terminate this Agreement or any of the Financial Services that are described herein. If we discontinue honoring your Debit Card, you should call us at 1-888-572-8472 for further instructions. We may also close your Account at any time upon reasonable notice to you and tender of your Available Balance by mail. 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. Items presented for payment after the Account is closed may be dishonored.

**3. Your Right to Terminate.** You may, at any time, terminate this Agreement, or any of the services to which you subscribe by giving us written notice. Termination will not affect any of our rights or your obligations arising under this Agreement prior to termination. 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. You agree to notify us of your intention to close your Account, and we reserve the right to request that your notice be in writing that affirmatively acknowledges that closing the Account could affect your receipt of Financial Services. Your obligations for transactions conducted prior to Account closure will survive the closure of the Account and termination of this Agreement. You agree to hold us harmless for refusing to honor any item on a closed Account.

**4. Minimum Balance Requirements:** A minimum transfer of \$10.00 is required to open or maintain a Savings Account, or obtain the disclosed APY.

**5. Balance Computation Method:** We use the daily balance method to calculate interest on your Savings Account. This method applies a daily periodic rate to the principal in your Savings Account each day.

**Accrual of Interest on Deposits.** If funds are credited to the Savings Account on or before 3:30 p.m. (CT) on a Business Day, we will consider that day to be the day of the deposit, and interest will begin accruing. However, if funds are credited to the Savings Account after 3:30 p.m. (CT), or on a weekend or federal holiday, we will consider that the deposit was made on the next Business Day and interest will start accruing on this day.

## SECTION XXI: TELEPHONE MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS

We may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

**3. What Claims are subject to arbitration?** All Claims relating to your Account and your Debit Card, a prior related account, or our relationship are subject to arbitration, excluding our collection of amounts due hereunder, but including Claims regarding the application, enforceability, or interpretation of this Agreement and this Section XXIII. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law. Claims made as counterclaims, cross claims, third party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a

proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party.

**• Your consent is limited to your Account, and as authorized by applicable law and regulations.**

**• Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).**

**• 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 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, electronic 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.**

**SECTION XXII: DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING OUR SERVICES OR ANY FINANCIAL SERVICE OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ONLINE BANKING AND THE MOBILE APP ARE PROVIDED "AS IS", WITH NO WARRANTIES.

## SECTION XXIII: RESOLUTION OF DISPUTES BY BINDING ARBITRATION

**1. Agreement to Arbitrate.** Either you or we may, unless prohibited by applicable law, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims") under the following terms and conditions.

**2. Right to Reject Arbitration Provision.** If you act promptly, you may reject this Section XXIII, in which event neither you nor we will have the right to require arbitration of any Claims. To reject this Section XXIII, either immediately or later, you must either: (i) immediately refrain from the use of the Account and Debit Card, save your receipt and Account statements, and call us at 1-888-572-8472 to cancel and request a refund; or (ii) if you decide at a later date, you must do so within 60 days after you open your Account. Any rejection notice must be signed by you and must include your name, address and telephone number. You must mail your rejection notice by certified or registered mail or send it by messenger service (such as UPS or Federal Express) to Card Services 301 Beacon Parkway West Suite 200, Birmingham, AL 35209. In the event of any dispute concerning whether you have provided a timely rejection notice, you must provide a signed receipt or proof of mailing. This is the only method you can use to reject this Section XXIII. In so doing, all other terms and conditions of this Agreement will be null and void and your rights to claim a complete refund will be honored promptly following the cancellation of your Account and Debit Card.

**3. How Arbitration Works.**

**• What Claims are subject to arbitration?** All Claims relating to your Account and your Debit Card, a prior related account, or our relationship are subject to arbitration, excluding our collection of amounts due hereunder, but including Claims regarding the application, enforceability, or interpretation of this Agreement and this Section XXIII. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, negligence, statutory or regulatory provisions, or any other sources of law. Claims made as counterclaims, cross claims, third party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a

proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party.

**• Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as an authorized user of your Debit Card, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

**• What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your Account, are subject to arbitration.

**• Broadest interpretation.** Any questions about whether Claims are subject to arbitration will be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

**• What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non class, non representative) Claim.

**• How does a party initiate arbitration?** The party filing for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating and pursuing arbitration: (i) American Arbitration Association; or (ii) JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association  
225 North Michigan Avenue, Suite 1840  
Chicago, IL 60601-7601  
Web site: [www.adr.org](http://www.adr.org)

JAMS  
1920 Main Street, Suite 300  
Irvine, CA 92614  
Web site: [www.jamsadr.com](http://www.jamsadr.com)

—MEMBER FDIC—

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

**• What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least 10 years' experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration will determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and will not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

**• Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you

prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Also, we will pay some or all of the fees described in this paragraph if we lose or to the extent we are required to pay these fees in order to enforce this arbitration provision.

**• Who can be a party?** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non class, non representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co applicants, Secondary Cardholders, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

**• When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.