



## Your Deposit Account Terms and Conditions

1. **AGREEMENT** – By signing the “Signature Page,” you agree to these Deposit Account Terms and Conditions (“Agreement”) as well as the other disclosures referenced in the Signature Page along with any other documents we give you pertaining to your personal or business deposit account(s). Your account type may be governed by other specific agreements as well if you open a business account. Collectively all of these disclosures are your account disclosures (“Disclosures”). This Agreement and Disclosures govern the operation of this account unless subsequently changed or supplemented in writing and signed by us. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so that the singular includes the plural and the plural includes the singular. As used in this Agreement, the words “we,” “our,” “us,” “Bank” or “C&N Bank” means Citizens & Northern Bank and the words “you” or “your” mean the account holder(s). This account may not be assigned by you without our written consent. This Agreement is binding upon you, your heirs and your successors and permitted assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement. There are no understandings or agreements relative hereto which are not fully expressed or referenced herein.

You acknowledge and agree that this Agreement shall be governed by the laws of Pennsylvania without reference to its conflict of laws provisions, except to the extent that federal law controls. Much of our relationship with our deposit customers is regulated by state and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here. The purpose of this Agreement is to:

- (a) summarize the rules applicable to the more common transactions;
- (b) establish rules to govern transactions or circumstances which the law does not regulate; and
- (c) establish rules for certain events or transactions, which the law already regulates but permits variation by agreement.

2. **ACCOUNT OPENING** – Federal law requires all financial institutions to obtain, verify, and record information identifying each person who opens an account to help the United States Government fight the funding of terrorism and money laundering activities. We will ask you for the following information when you open an account:

- Your Name;
- Street Address (post office box may not be used);
- Social Security Number and Employer Identification Number;
- Date of Birth; and
- Other information that will allow us to identify you such as a driver’s license or other identifying documents.

If you are in the process of applying for a Social Security Number or an Employer Identification Number, we may in our sole discretion open your account temporarily until you provide us with the number. If you fail to provide us with the number, we may without prior notice close your account.

You agree that we may make inquiries we consider to be appropriate to verify your identity and to help us determine if we will open, maintain and/or close your account. Such inquiries may include obtaining a consumer report from a consumer reporting agency. If an account is declined based on adverse information, you may request from the consumer reporting agency a copy of the information supplied to us. Subject to applicable privacy laws or other laws or regulations, we may provide information on you and your accounts to consumer reporting agencies and to other third parties or agencies. If your Account is closed for insufficient funds activity or other negative reason, we may report to one or more consumer reporting agencies if permitted by law.

3. **OWNERSHIP OF ACCOUNT** - The following rules apply to this account depending on the form of ownership and registration, if any, specified on the Signature Page. We make no representations as to the appropriateness or effectiveness of the form of ownership and registration selected by you. You agree that it is your sole responsibility for your selection of the form of account ownership. If a customer identified in our records as an owner or co-owner of an account does not sign the Signature Page, we may, in our sole discretion, still treat them as an owner or a co-owner of the account and will not be liable to anyone as a result.

- **Individual Account** - is owned by one person. Upon death, all remaining funds are payable to the individual’s estate (subject to any previous pledge to which we have consented to in writing).
- **Joint Account - With Right of Survivorship (And Not as Tenants in Common)** - is owned by two or more persons. If this is a joint account, then the deposit and any additions to the account are the property of the owners as joint tenants. We are authorized by you to pay unconditionally from such account any and all orders or drafts drawn by you or by either or any one of you. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. Upon the death of either or any of you, the balance in the account (subject to any previous pledge to which we have consented to in writing) will be payable to the survivor(s). If there are more than two survivors, you will own the balance in the account as joint tenants with survivorship and not as tenants in common, and not as tenants by the entireties in the case where a husband and wife are the survivors. We are hereby authorized and directed to deal with the survivor(s) (with all of the rights of joint tenants) as sole and absolute owner(s) of the account balance.
- **Corporate, Partnership, and other Organizational Accounts** - we will usually require a separate authorization form designating the person permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until we receive satisfactory written documentation that it has been amended or terminated by the governing body of such organization.
- **Uniform Transfers to Minors Act (UTMA) Accounts** – An UTMA account is owned by the minor. There can only be one custodian and one minor per account. No other parties are permitted. You understand that the account is for the minor and understand your responsibilities under UTMA.
- **Informal Trust Account (ITF)** – The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) withdraw all or part of the account funds at any time. If two persons create such an account, the account is owned jointly with the right of survivorship. Beneficiaries have no ownership interest and cannot withdraw unless: (a) all persons creating the account die, and (b) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship.

- 4. LIABILITY** - Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms governing this account and the Customer Service Fee Schedule that may be imposed by us. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this Agreement. All owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or Legal Process (as defined below, such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the person against whom the setoff, enforcement of the security interest, or other legal action is directed.
- 5. PROTECTING YOUR ACCOUNT AND YOUR INFORMATION** - You acknowledge that there is a growing risk of losses resulting from fraud, which includes unauthorized items. Reasonable steps should be taken to ensure the integrity of your account and items drawn on your account or deposited to it. The following are some preventive measures that we recommend you take to help prevent fraud on your account:
- Review your account statements when they are received and promptly notify us of any problem.
  - If you don't receive an expected statement, promptly notify us.
  - Protect your account and routing numbers.
  - Secure your ATM/Debit Card and do not share your PIN.
  - Only write checks to people and businesses you know and secure your supply of checks at all times.
  - Don't deposit checks from people whom you don't know.
  - When writing your checks complete them in a manner that makes it difficult for others to add words, numbers or make other changes without your authorization.

Below are some additional preventive measure that we recommend businesses take to help prevent fraud on your account:

- Assign multiple individuals and periodically reassign responsibilities to your business account.
- Watch for checks that are cashed out of sequential order or made out to cash.
- Review your account regularly for unexpected fluctuations such as the percentage of cash deposits to total deposit size.
- If an authorized signer's authority ends, notify us immediately so their name can be removed from the account.
- Obtain insurance coverage for bank account fraud risks.
- Be watchful for imposters impersonating vendors or a vendor changing payment instructions.
- When delivering checks or making deposits only send trusted employees.
- Obtain Positive Pay and other fraud protection the Bank may offer.

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 or limit fraudulent or other unauthorized transactions, 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 failed to act in good faith or to the extent our negligence contributed to the loss. Such services may include Positive Pay or other 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. Positive Pay is a service that can help detect and therefore 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.

- 6. ACCOUNT DISPUTES** – If we believe a dispute exists between account owners, between the account owners and a third party claiming an interest in the account, or we believe a dispute exists over who has account ownership or authority to withdraw funds from the account, we may, without advance notice – unless otherwise required by law – and without any liability to you take the following action: (i) continue to take action with respect to the account in accordance with the account related documents on file, (ii) accept the claim if we believe the claim is valid, (iii) close the account and issue payment for the account balance to you or to each person or entity asserting a claim to the funds/account, (iv) place the funds in the account into court (an interpleader action) for resolution by the court, or (v) place an administrative hold on the account (and refuse any payment or withdrawal of funds) until (a) all parties who we believe have an interest in the account/dispute consent in writing to a resolution of the dispute, (b) we receive evidence satisfactory to us that the dispute has been resolved; or (c) a court of appropriate jurisdiction issues an order resolving the dispute or directing the disposition of the funds in the account.
- 7. LEGAL PROCESS** – You agree that we may comply with any state or federal legal process, including, without limitation, any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena or warrant (“Legal Process”) relating to you or your account which we believe to be valid, without any liability to you. We do not have to determine whether the Legal Process was validly issued or enforceable and we will have no liability to you for any action we take as directed by the Legal Process or otherwise permitted by this Agreement. You agree that we may comply with Legal Process we believe to be valid, whether served in person, by mail by electronic means or at one of our offices. Further, you agree that we may comply with such Legal Process as we deem appropriate under the circumstances even if the Legal Process or document appears to affect the interest of only one owner of a joint account. In such case, we may refuse to permit withdrawals or transfers from your account until such Legal Process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred. Any garnishment, attachment or other levy against your account shall be subject to our right of set-off and our security interest in the account.
- 8. UNLAWFUL INTERNET GAMBLING NOTICE** – In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform commercial customers that restricted transactions as defined in Regulation GG are prohibited from being processed through your account or relationship with our institution. Restricted transactions include but are not limited to, transactions involving the acceptance or receipt of credit or funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing that are related, directly or indirectly, to unlawful internet gambling.
- 9. DEPOSITS** – Any items, other than cash, accepted for deposit (including items drawn “on us”) will be given only provisional credit until collection is final. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. We are not responsible for errors or delays by others in the collection process. We may in our sole discretion refuse to accept particular instruments for deposit to your account and will not be liable to you for doing so even if such action causes outstanding items to be dishonored and returned. 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 as determined by us. Unless otherwise disclosed, interest will be paid only on collected funds, subject to minimum balance or other limitations, if any. At our option, we may take an item for collection rather than for deposit. 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 are not responsible for transactions initiated by mail or outside depository until we actually record them. Some transactions received after our “daily cut-off time” on a Business Day, or received on a non-Business Day, will be treated and recorded as if initiated on the next Business Day. A “Business Day” is every day except Saturdays, Sundays and federal holidays.

**10. ENDORSEMENTS** – All negotiable paper (“checks”) presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. An endorsement is a signature, stamp or other mark on the back of a check made or authorized by the payee. If you have not endorsed a check that you deposit to your account, we may endorse it for you. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1 ½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement. You agree that we are not bound by restrictions on checks which you deposit or cash and you agree to be responsible for any loss or expense we incur relating to such restrictions.

**11. WITHDRAWALS** - Any one of you who signs the Signature Page, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. We do not offer accounts on which two or more signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any Signature Page or other agreement you have with us, you agree that if any account purports to require two or more signers on checks drawn on or withdrawals from the account, such provision is solely for your internal control purposes and is not binding on us. We recommend using blue or black ink when writing checks for best image quality. We may charge against your account a check, even though payment was made before the date of the check, unless you have given us written notice of the postdating. We reserve the right but are under no obligation to pay a check which is presented more than six months after its date, without notice to you. The fact that we may honor withdrawal requests which overdraw the collected account balance does not obligate us to do so, unless required by law.

Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation imposed by us. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits and business interest checking accounts, we reserve the right to require at least seven days’ written notice before any withdrawal or transfer. In practice, it is unlikely that we would require this notice.

**12. DIRECT DEPOSITS** – If, in connection with a direct deposit plan, we deposit any amount in this account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from this 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.

**13. AVAILABLE BALANCE** – Some transactions may appear as “pending” and reduce your available balance by the amount of the transaction. Pending transactions create holds on your account. The most common types of transactions that we may place a hold on your account for are point of sale transactions and checks deposited to your account. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment. At times, the amount of an authorization hold may differ from the actual payment because the final transaction amount may not be known when the transaction occurs. This is most common with payments made to gas stations and hotels. Your available balance and holds are displayed on your Online and Mobile Banking.

**14. HOW TRANSACTIONS POST TO YOUR ACCOUNT-** We will post transactions to your account throughout the day in the order that we receive them. It is important to note that there are many ways that transactions may be presented for payment from merchants and we are not necessarily in control of when transactions are received from them. We will start the day with posting any previous day rejected transactions based on availability of funds. These are typically transactions that could not be paid the previous day. These will occur in the time stamp order in which we received them.

#### Credits

- Generally, deposits are added to your account when they occur. This includes Cash Deposits, Online and Mobile Banking Transfers, Text Banking Transfers, Telephone Transfers and Wire Transfer Deposits. However, the full amount of the deposit may not be available to you at the time of deposit if the deposit is a check or you deposit funds at an ATM. Please refer to your Expedited Funds Availability Disclosure for details regarding the timing and availability of funds for your deposits. Throughout the day we receive data files with Automated Clearing House (ACH) transactions. Within the files we receive throughout the day we will process any ACH credits in trace number order.

#### Debits

- **Checks** – We receive data files throughout the day. These files are then processed during nightly processing. Within these files, checks drawn on your account are compiled and processed in serial number order during nightly processing. If you write a check from your C&N Bank account and it is negotiated at one of our branches these checks will be processed in time stamp order.
- **ACH Withdrawals** – Throughout the day we receive data files with ACH transactions. These files are then processed during nightly processing after all ACH credits have been posted. Some examples of these transactions are automatic bill payments you have authorized, pre-authorized transactions, or automatic debits that you have set up with a merchant. We will process ACH debit items in trace number order.
- **ATM Withdrawals** – When you withdraw from an Automated Teller Machine (ATM) and enter your personal identification number (PIN) the transaction will be processed through the PIN debit network and the funds will be deducted from your account immediately.
- **Debit Card Transaction using a PIN** – If you use your debit card with a merchant and you enter your PIN at the time of sale then the transaction will be processed through a PIN debit network. Generally, this means that the money is usually deducted from your account immediately at the time of the transaction. However, a PIN-based transaction may not be immediately presented for payment from the merchant.
- **Debit Card Transaction using a Signature** – These types of transactions occur when you typically sign for a purchase instead of entering your PIN. These transactions are processed through a signature-based network. Merchants may seek an authorization first for these types of transactions. This authorization request then places a hold on funds in your account until the transaction is subsequently processed by the merchant and submitted to us for payment. The authorization hold creates a hold and reduces your available balance by the amount of the transaction as described in the Available Balance Section above. Depending upon the merchant and their payment processor these transactions may be in a pending status for hours or sometimes days after the transaction has occurred. In cases where the transaction was authorized on a positive available balance and then later processed when the account has a negative available balance, the Bank will not charge an overdraft fee or return the item. These transactions are often referred to as Authorize Positive, Settle Negative transactions. Throughout the day we receive these transactions and will process the transactions in time stamp order in which they’re received.

**15. RETURNED CHECKS; CHARGE BACKS** - If an item or an image of the item is returned to us unpaid for any reason (including, but not limited to insufficient funds, closed account or unauthorized check), we may charge back the amount of the item to your account, whether drawn “on us” or another financial institution. We may charge back the amount of the item even if you have already used the funds. 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, and was paid by the payor

bank and which is later returned to us with a demand that we repay the payor bank, issuer or payee based upon 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. We may debit the account for any exchange charges on deposited items. We may overdraw your account for any such purpose, and will not be liable for damages to you as a result of checks drawn on the account which are dishonored because of the charge back. We may also collect any amounts due to us because of returned checks, through the right of set-off (subject to state and federal law), from any of your accounts at C&N Bank or by directly collecting the funds from you.

- 16. RIGHT OF SET-OFF** - You agree that we may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a promissory note or credit agreement (collectively "Note"), "any due and payable debt" includes the total amount to which we are entitled to demand payment under the terms of the Note at the time we set off, including any balance as of the due date for which we properly accelerate under the Note. This right of set-off does not apply to this account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (except under any consensual security interest under the credit card agreement), or (c) the debtor's right of withdrawal arises only in a representative capacity. We will not be liable for the dishonor of any check written 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 set-off. In addition to any right of set-off, you hereby grant to the Bank a security interest in your accounts to secure all loans or other extensions of credit or obligations, now or in the future.
- 17. STOP-PAYMENTS** - A stop-payment order may be given orally or in writing and must be received by us in time to give us a reasonable opportunity to act. A stop-payment order must identify the account number, check number, amount of the item, date and the payee. We are not liable for failing to stop payment on a check if you provide incomplete or incorrect information regarding the check. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has the right to withdraw from this account. A release of the stop-payment request may be made only by the person who initiated the stop-payment order. A stop payment request lasts for six months unless you cancel your stop payment request. You may place a new stop payment order, which will be effective for six months from the day you place the additional order. An additional fee will be charged.
- 18. TELEPHONE TRANSFERS, CALL MONITORING AND RECORDING** - You may make telephone transfers of funds from this account to another one of your accounts with us under the same conditions generally applicable to withdrawals made in writing. 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.
- 19. REMOTELY CREATED CHECKS; SUBSTITUTE CHECKS**- Under Regulation CC, a remotely created check means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. A remotely created check may have a statement that the payor authorized someone else to draw the check on the payor's account. You represent and warrant that each remotely created check deposited to your account was expressly and verifiably authorized by the payor in the amount and to the payee that appears on the check; that you will maintain proof of the authorization for at least two years from the date of the authorization, and provide us the proof if we ask. If a remotely created check is returned to us you owe us the amount of the remotely created check, regardless of when it was returned.

To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the 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. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form. You agree that you will not cash or deposit "substitute checks" as defined by federal law or Image Replacement Documents ("IRD") that purport to be substitute checks and have not been previously endorsed by a bank. If you cash or deposit such an item, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable law or regulation and you agree to reimburse us for claims, losses, costs and damages we may incur. We do not have to accept any other electronic or paper image of an original check.

- 20. WIRE TRANSFERS** – This Agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as enacted in the Commonwealth of Pennsylvania. If you originate a fund transfer and you identify by name and account 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. Bank and any other financial institution shall not be responsible for determining whether the beneficiary's name and account number refer to the same person or whether a financial institution's name and identifying number refer to the same financial institution. We may rely on the number even if it identifies a financial institution, person or account other than the one named.
- 21. ACH TRANSACTIONS** – If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made. Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry.

Under the NACHA operating rules, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH). Transactions which are not subject to the Electronic Fund Transfer Act shall be construed in accordance with and governed by the laws of the state of Pennsylvania as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

- 22. STATEMENTS** - You must examine your statement of account with reasonable promptness. If you discover (or reasonably should have discovered) any unauthorized payments, forgeries or alterations (either paper or electronic), you must promptly notify us of the relevant facts. If you fail to do so, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we exercised 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 forged or altered by the same wrongdoer. You agree that the time you have to examine your statement and report any unauthorized payments or alterations (either paper or electronic) to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This

60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the previous paragraph of this section.

If the error is the result of an electronic fund transfer relating to a consumer electronic fund transfer governed by Regulation E, the provisions of the Error Resolution Notice section of the Electronic Fund Transfers Disclosures will control.

- 23. NOTICE OF ADDRESS CHANGES** – Notify us immediately, by phone or at any of our branches of any change of address. You agree we may also change your address on our records, without notice to you, if we receive information from the United States Postal Service.
- 24. NOTICE OF DEATH OR INCOMPETENCE** – You agree to notify us promptly if you know an account owner or signer has been declared legally incompetent or has died. Your death or an adjudication of incompetency does not affect our authority to accept, pay or collect an item until we know of the fact of your death or that you have been declared legally incompetent and we have had a reasonable opportunity to act on such knowledge. Even with knowledge of your death or that you have been declared legally incompetent, we may for such period of time permitted by law after the date of death pay or certify checks drawn on or before that date unless ordered to stop payment by a person claiming an interest in the account.
- 25. TELEPHONE AND EMAIL COMMUNICATION-** We may call or send text messages to you at the telephone number(s) that you provide to us and email you at the email address you provide to us. You consent and agree to accept calls, text messages and emails that are related to the servicing of your account. You also agree that we may call, text or send you emails related to the marketing of products or services that we offer. Calls or text messages may be made from an automatic telephone dialing system. You may contact us if you no longer wish to receive marketing related calls, text messages or emails. Service charges may apply from your cell phone carrier if utilizing a cell phone number. You may text STOP to stop text messages.
- 26. RESTRICTIVE LEGENDS** - We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears in the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as “Void after 90 Days,” “Paid in Full,” “Two Signatures Required,” “Void Over \$100” or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and at our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems.
- 27. FACSIMILE SIGNATURES** – If the line on the Signature Page under the paragraph captioned “Facsimile Signature(s)” is marked as yes, 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 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 on the Signature Page, or that are filed separately with us, and contain the required number of signatures for this purpose.
- 28. PLEDGES** – Any pledge of this account (to which we have agreed in writing), must first be satisfied before the rights of any joint account survivor or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant’s rights in this account are subject first to the payment of the debt.
- 29. SPECIAL RULES FOR TIME DEPOSIT (“CD”) ACCOUNTS** – A time deposit account is often referred to as a “CD” or a “Certificate of Deposit,” even though we no longer issue “certificates.” If this account is a time deposit account, you agree that generally you leave your funds in the account until the maturity date of the account. This Agreement applies if this is a CD account or an Individual Retirement Account (IRA) CD. Your Truth in Savings Disclosure and CD Receipt for your account provide detailed information on your term, minimum balance requirements, transaction limitations, if your rate is variable or fixed, the balance computation method that we use, how your interest is compounded and credited, the renewal policy for your CD, the grace period for your CD and Early Withdrawal Penalty information (this list is not exhaustive). A time deposit account is non-transferable nor is it negotiable. CDs generally do not receive monthly statements.
- 30. LIMITS ON OUR LIABILITY** – Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys’ fees incurred by you. We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. We do not have to provisionally credit your account while we investigate.
- 31. ATTORNEY’S FEES AND EXPENSES** – You agree to be liable to us for any loss, costs or expenses, including reasonable attorney’s fees to the extent permitted by law, that we incur as a result of any dispute involving your account or response to Legal Process, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.
- 32. AMENDMENTS AND TERMINATION** - From time to time we may amend any term of this Agreement or any Disclosure upon giving you notice by any method permitted by law, including, in appropriate circumstances, posting notice in any of our branch locations. Your continued use of the account after the effective date of the amendment will constitute your agreement to any amendment. Notices which are mailed will be sent to the most recent address shown on our account records. Only one notice will be given in the case of joint account holders.  
  
We may also close this account at any time for any reason or no reason upon reasonable notice to you and tender of the account balance personally or 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.) Notice from us to any one of you is notice to all of you.
- 33. NO WAIVER** – Our delay or failure to exercise any right, remedy, power or privilege available to us under this Agreement shall not affect or preclude our future exercise of that right, remedy, power or privilege unless we agree to such waiver in writing.
- 34. SEVERABILITY** – The remainder of this Agreement shall not be affected in the event that any court of competent jurisdiction determines that any provision of the Agreement is illegal, invalid or unenforceable.