



## ACCOUNT AGREEMENT- TERMS AND CONDITIONS

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## COMMUNITY BANK, N.A.

### ACCOUNT AGREEMENT- TERMS AND CONDITIONS

**1. AGREEMENT** – By signing the signature card either manually or digitally, when opening an account, or through the continued use of the account, including after we have acquired it in a bank or branch transaction, you agree to be bound by these terms and conditions; which together with any applicable laws, rules, and Bank policies (all of which may be amended from time to time), govern the operation of your account unless modified or supplemented in writing. As a result, you agree to the most recent version of this Account Agreement. If there is a conflict between this Account Agreement and something said by one of our employees or an automated system, we will follow this Account Agreement. You agree to this method of settling differences. Please read this document carefully and retain it for future reference. If you have any questions, please call us. As used in this form, the words “we,” “our,” “us,” or “Bank” mean Community Bank, N.A. and the words “you” or “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw or exercise authority over the funds in the account. Headings, when used, are for convenience and reference only and shall not limit, nor extend the scope, or govern interpretation of the provisions of this disclosure. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. Notice from us to any one of you is notice to all of you. This account may not be transferred or assigned without our prior written consent.

**2. APPLICABLE LAW** – This Agreement will be governed by federal law and by applicable state law without reference to principles of conflict of laws. Applicable state law shall govern only to the extent not preempted or superseded by federal laws, rules, or regulations. The applicable state law will be the law of the state where the account was opened. If your account is not opened in person and if we have a deposit-taking branch in the state of your residence, the law of the state of your residence shall govern, otherwise the law of the state of our home office shall govern. In addition to the laws as described above, this Agreement and your account may also be subject to applicable federal regulations and other rules such as the operating letters of the Federal Reserve Banks and payment processing system rules. This body of laws, regulations, rules, etc. collectively will be referred to as “law” or “applicable law” throughout. The body of applicable law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this Agreement is to:

- a) summarize some laws that apply to common transactions;
- b) establish rules to cover transactions or events which the law does not regulate;
- c) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- d) give you disclosures of some of our policies and practices.

Except as specifically set forth in subsection 5 of the Arbitration Provision below, in the event that any provision of this Agreement is held to be invalid for any reason, such holding shall not affect the enforceability of any other provision and all remaining provisions will continue in full force and effect. The provisions of this Agreement are intended to apply to the maximum extent permissible. To the extent that any provision of this Agreement is or would be limited, modified, or altered by an applicable law, you and we agree that said provision will be modified, but only to the extent required to comply with applicable law. For example, certain applicable laws (e.g., federal regulations) apply only to “consumers” (or such other similar term as defined in the applicable law). Therefore, these terms and conditions may differ based on whether your account is a consumer or non-consumer account. Unless otherwise stated, if there is a conflict between this Agreement and other Bank documents/disclosures or something said by one of our employees, the terms of this Agreement shall govern. We may permit some variations from this standard Agreement, but any such variations must be agreed to by us in writing.

**3. RESPONSIBLE PARTIES** – Each of you agrees, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms and conditions of this account and to the fees (including as set forth in the Fees and Service Charges schedule) that may be imposed from time to time. You authorize us to deduct these fees/ charges as accrued and without notice to you 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. Each of you also agrees to be jointly and severally liable for any account deficit, including fees, whether caused by you or not, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorneys’ fees. Actions taken or directed by any of you are binding on each of you.

**4. REQUIRED FORMS AND LIMITATIONS** - We reserve the right to refuse any transaction which is attempted by any method or on any form not specifically permitted or approved by us, where the amount is outside of our minimum or maximum requirements, which exceeds any frequency limitation, or as otherwise disclosed. Even if we honor a nonconforming request, we are not required to do so later and repeated abuse of the stated limitations (if any) may eventually force us to close or re-evaluate and establish a more appropriate account type (e.g., checking). We will use the date a transaction is finally posted by us (as opposed to the day we may receive it (e.g., ACH transactions may be received days before the settlement date), or you initiate it).

**5. DEPOSITS** – Any items, other than cash, accepted for deposit (including items drawn “on us”) will be given provisional credit only until collection is final (and actual credit for deposits of, or payable in, foreign currency will be at our internal

exchange rate). Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payer bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. Subject to any other limitations and where applicable, interest will be paid only on collected funds, unless otherwise provided by law. We are not responsible for transactions initiated by mail, outside depository boxes or other channels until we actually record and post them, and all deposits are subject to later verification, count and adjustment by us. All transactions received: after established cut-off times on a business day, on a weekend day, on a federal holiday, or on any other day in which we are not open for business; will be treated and posted as if initiated on the following business day that we are open. At our option, we may take an item for collection rather than for deposit.

**6. DIRECT AND OTHER DEPOSITS** – If we are required for any reason to reimburse the federal government or another party for all or any portion of a payment that was deposited into your account, you authorize us to deduct the amount of our liability 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.

**7. WITHDRAWALS** – Unless otherwise clearly indicated on the account records, any one of you (including current and subsequently authorized signers) may withdraw or transfer all or any part of the account balance at any time on forms or in a manner approved by us. Each of you (until we receive written notice to the contrary) acknowledges that each authorized person may endorse any item payable to you or your order for deposit to this account or conduct any other transaction with us. We reserve the right to require at least seven days' written notice before processing withdrawals or transfers from certain accounts in accordance with applicable law. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and may be subject to penalty. See your account documents for applicable early withdrawal penalties and other account terms. If you request to withdraw large amounts in cash, we may place reasonable restrictions on the time and method of your withdrawal.

**8. RESTRICTIVE LEGENDS** - You agree not to issue incomplete, postdated, conditional, restrictive legend, or similar items or present such items (or items over six months old) for deposit to your account. Examples of restrictive legends include, but are not limited to, "must be presented within 90 days" or "not valid for more than \$1,000." In the event that you shall issue or present such an item, unless we have agreed to do so in writing; we have no duty to discover or comply with, and shall have no liability for accepting or paying these items.

**9. CERTIFICATES OF DEPOSIT (CD)** – You acknowledge that the Bank (including any predecessor of Bank) does not require presentation of a certificate in order to redeem a CD, and that banking standards and regulations do not prescribe indefinite record retention periods relative to the redemption of a CD. As such, your presentation of a certificate that has been previously redeemed and/ or no longer resides on our system (e.g., as a result of escheatment to a state), shall not be proof or evidence that the CD is active or collectible. You acknowledge that the absence of any record reflecting the presence or redemption of the underlying CD within the applicable record retention or statute period, will be conclusive evidence that the CD is not active and has been previously redeemed or escheated. These concepts apply equally to "passbooks" that we (or a predecessor bank) have converted to statement accounts and other "bearer" type accounts or documents where the Bank's practices have changed and/or differ from a predecessor bank.

**10. ATM WITHDRAWALS AND FEES** – For the avoidance of doubt an ATM Inquiry, ATM Balance Transfer, and an ATM Withdrawal are each separate transactions that will each generate separate Fees, even if executed during the same ATM visit. When you use an ATM not owned by Community Bank, you may be charged a fee by the ATM operator or any network used by the operator. You may be charged a fee by the operator for a balance inquiry even if you do not complete a transfer or withdrawal. Community Bank may also charge a fee for out-of-network ATM transactions.

**11. SECURITY/ PROTECTION OF YOUR ACCOUNT AND ACCESS TOOLS** - You agree to maintain adequate safeguards to ensure only authorized use of the account numbers, debit cards, access codes, computers, systems, devices, any other items (including facsimile or other signature stamps, checks and account documents), etc. that we provide or you retain for your account (collectively "Access Tools"), and you agree to notify us immediately if any of these Access Tools are compromised, lost or stolen. You agree that you will not discuss, compare, or share information about your account or Access Tools with anyone unless you are willing to give them full use of your money. You acknowledge that unless otherwise prescribed by applicable law (e.g., certain consumer debit/ electronic transactions may be subject to "Regulation E"), if you fail to protect your account or Access Tools (even if this was not your intention and/ or the party is unknown to you), thereby granting or enabling authority to make withdrawals/ transfers to another person, you will be liable for any withdrawals/ transfers/ activity. This provision includes, but is not limited to: if you have previously authorized item(s), or for an individual(s) to sign/ authorize/ use an item, we may accept future items by that individual, and/or using that signature/ facsimile stamp/ Access Tool, regardless of by whom or by what means the authorization may have been applied; and, if you utilize a check writing, accounting, or similar service, you agree that you shall have sole responsibility for items paid using that provider or technology; even if the provider or technology is compromised, or performs transactions that you did not authorize. Your approval on one or more occasions of items paid (even if you intended for it to be a "one-time" event, or they perform transactions that you did not want them to), will be deemed evidence that the original and all future items are authorized. Unless you have notified us not to accept any future

items and we have had a reasonable opportunity to react, you agree to indemnify and hold us harmless from and against any and all loss, that you or we may suffer or incur pursuant to this section.

**12. TWO-SIGNATURE ACCOUNT RESTRICTIONS** – We do not offer accounts on which two signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card, corporate resolution, or other agreement you have with us, you agree that if any account purports to require two or more signers on items drawn on the account, such a provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your account, you agree that we can honor checks signed by any authorized signer, even if there are two or more signature lines and two or more signatures are not provided.

**13. DEATH/INCOMPETENCE/BANKRUPTCY** – You agree to notify us promptly if any account holder, or an authorized signer on the account dies, is declared incompetent, files for bankruptcy or has an assignment for the benefit of creditors filed against it (involuntary bankruptcy). Your death, or a declaration that you are legally incompetent to handle your affairs, does not end our authority to pay items, including checks signed by you, to accept deposits or to collect items deposited until we receive written notice of your death or declared incompetence and have a reasonable chance to act. Even after we receive notice, we may pay checks drawn by you before your death or declared incompetence as permitted under applicable law.

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

**15. OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account signature card. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account –is owned by one person. Joint Account – With Survivorship (And Not As Tenants In Common) – is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release all or any part of the account to any owner as well as honoring withdrawal requests (including checks) from any owner. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Revocable Trust Account – If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account are deceased, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time. Corporate, Partnership, and Other Organizational Accounts – We will usually require a separate authorization form and/ or that rights be granted within our online banking system designating the person(s) permitted and conditions required for withdrawal from any account in the name of a legal entity such as a corporation, partnership, or other organization. We will honor such authorization according to its terms until we receive and record a written amendment or termination from the governing body of such organization, or permissions are changed within the online banking system. *Authorized Signers for Business/Organizational Accounts:* You agree that each eligible signer as may be designated by you from time to time is authorized to endorse for collection, deposit, or negotiation any and all checks, drafts, notes, bills of exchange, certificates of deposit, and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the business. We are authorized to honor and pay all checks, drafts and orders when so signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft and regardless of and to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed. In addition, each eligible signer is authorized to act for and on behalf of the business in any matter involving any designated account of the business, including the authority to instruct us to close the account, and is further authorized to sign and implement for and in the name on behalf of the business, as they, or any of them see fit, the terms of all agreements, instruments, drafts, certificates, or other documents relating to any depository accounts or other business including, but not limited to, night depository agreements, electronic banking agreements (including online banking, wire transfer, ACH, and bill payment), funds transfer agreements, or safe deposit agreements.

**16. PROCESSING OF CHECKS AND OTHER ITEMS** - We process items mechanically or electronically (including by relying solely on the information encoded in magnetic ink along the bottom of certain items). This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded or provided in our data files. You agree that we have exercised ordinary care and deployed a commercially reasonable security procedure if our processing is consistent with this general banking practice, even though we do not inspect each item.

**17. REVIEW OF YOUR STATEMENTS** – You must examine your statement of account with “reasonable care and promptness.” If you discover (or reasonably should have discovered) any inconsistencies, errors, unauthorized signatures or activity, forgeries, or alterations, you must promptly notify us in writing of the relevant facts. As between you and us, if you fail to do either of these duties you will bear the entire loss. Your loss could include items on the statement, or other items with unauthorized activity, signatures or alterations by the same wrongdoer, which we pay before we receive written notice from you. Unless we failed to exercise ordinary care, you agree the time that you have to examine the statement and report to us will not exceed 30 days from the earlier of the date the statement is made available to you by mail or electronically. You further agree that 60 days from the earlier of the date the statement is made available to you by mail or electronically, you cannot assert a claim against us on any items in that statement and as between you and us, the entire loss will be yours, without regard to whether or not we exercised ordinary care. This limitation is in addition to that limitation included earlier in this paragraph. Our liability (if any) under these provisions may be reduced (including to \$0) by other limitations and provisions set forth throughout this Agreement. This paragraph may apply differently for consumer transactions pursuant to Regulation E. Refer to the Electronic Fund Transfers Act Disclosure, under separate cover, for your rights and responsibility regarding electronic transaction disputes.

You acknowledge that you are responsible and liable for the return (or payment) of any funds incorrectly credited to (or not debited from) your account, whether due to an encoding or other error. We may collect these amounts by debiting your account(s) or by any other permissible means.

**18. CLAIM OF LOSS** - We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. You agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. If we so request, you will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks, or unauthorized activity. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability, if any, may (and where permissible will) be reduced by the amount you recover or are entitled to recover from these other sources. Where permitted by applicable law, your failure to adhere to these steps, could impact or preclude a credit or refund because of a forgery, alteration, or any other unauthorized activity/ withdrawal.

**19. OVERDRAFT AND UNAVAILABLE FUNDS PRACTICES** – The Bank’s Overdraft and Unavailable Funds Practices Disclosure (“Overdraft Disclosure”) addresses the Bank’s overdraft and unavailable funds practices, and can be found on the Bank’s website and is also available in Bank branches, the receipt of which you acknowledge. The Overdraft Disclosure generally explains: how your current and available balance are calculated and important differences between such balances; the Bank’s Automated and Non-Automated Overdraft Programs and covered transactions; the Bank’s procedures relative to the posting of transactions to your account; overdraft, non-sufficient funds (NSF), and unavailable funds (UAF) transactions and related fees for consumer accounts and non-consumer accounts, as applicable; and other important details regarding the Bank’s overdraft programs, products and practices, including the Bank’s right to refuse payment, your obligation to pay, and your obligation to monitor your account and balances. As applicable, on your monthly account statements Overdraft Fee, NSF Fee, and UAF Fee, will be reflected as a “Paid Item Fee”, “Return Item Fee”, and “Unavailable Funds Fee”, respectively. The Overdraft Disclosure also includes important information and examples about how merchant pre-authorization commitments on debit cards may impact your account.

The Bank reserves the right to process transactions in any order, as permitted by law. As more fully explained in the Overdraft Disclosure, generally, we post transactions on Business Days in the following order: (1) deposits/ credits are posted; (2) withdrawals/ debits are grouped by transaction type and then posted. Items within each transaction type are processed either in ascending sequence/ serial number order (e.g., check number order), or by dollar amount, with the lowest dollar amount transactions being processed before higher dollar amount transactions.

For consumer accounts, the Overdraft Disclosure contains important information about us paying overdrafts for ATM and everyday debit card transactions unless you authorize us to do so. You may authorize us to pay these items (or revoke a previous authorization) as set forth in the Overdraft Disclosure, including by contacting your local branch or calling 1-800-388-4679 and following the prompts. In addition to your election rights for ATM and everyday debit card transactions, if you do not wish to participate in our Automated Overdraft Program, you may contact your local branch or call 1-866-764-8638. You may change either election at any time.

**20. STOP PAYMENTS** – A stop-payment order must be given in the manner required by law and our procedures, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date and amount of the

item, and the payee. You agree that “reasonable opportunity” depends on the circumstances. We will honor a stop-payment request by the person who signed/ authorized the particular item, and, by any other person authorized to make withdrawals, even though such other person did not sign/ authorize the item. In general, stop payment orders will expire in accordance with our policies, and we may require that verbal stop payment orders be confirmed in writing, or we may permit them to lapse (ask us for details). If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

**21. LIMITS TO LIABILITY** – This section is in addition to other limitations and provisions set forth throughout this Agreement. An action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to, or relating to your account or any account service must be commenced within one year after the cause of action accrues. The discovery rule shall not apply to toll the statute of limitations. You agree that we shall not be liable for indirect, special or consequential damages regardless of the form of action and even if we have been advised of the possibility of such damages. If we improperly fail to stop payment on an item, or improperly pay an item (e.g., due to unauthorized activity, forgery, alteration, etc.), our liability, if any, shall be limited to the face amount of the item. There is no guarantee that access to our services will be available at all times and we shall not be liable for interruption in service or loss, or for our failure or delay to perform our obligations, caused by matters beyond our control such as, among others, natural disasters, acts of war, fire, terrorist attack (or threat thereof), strikes, computer failures, or losses of power, communications or transportation facilities.

**22. LEGAL AND OTHER ACTIONS/ DISPUTES** – We explicitly reserve and you acknowledge that we have the following rights:

1. If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed “legal action” in this section), we will comply with that legal action as required by law, or, in our sole discretion, we may place a hold or restriction (refuse payment or withdrawal of the funds) on the account until a final court determination is made regarding the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys’ fees and our internal expenses) may be charged against your account. Our Fees and Service Charges schedule specifies additional fees that we may charge for certain legal actions.

2. You agree that we shall be relieved of and you release us from any and all liability for acting upon your instructions or failing to act on your instructions when we reasonably believe that to do so would cause us to be exposed to civil or criminal liability, or conflict with customary banking practices. In these situations, we may place a hold or restriction on your account.

3. We may at our sole discretion place a hold or restriction on the funds in your account: (i) if it becomes (or we feel could become) subject to a claim or scenario adverse to: (1) your interest; (2) others claiming an interest in the account; or (3) our interest, including if we suspect fraud or are concerned by any activity we deem to be suspicious in the account; (ii) when we become aware that the funds in the account are the subject of a dispute including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. (e.g., the authority of parties who are named on the account (or who are not named on the account) is challenged, or the validity or genuineness of an item deposited into or withdrawn from the account is challenged); or (iii) when deemed appropriate or necessary in our reasonable judgment. These rights shall apply whether or not we become involved in the dispute.

In each case: (i) a hold/ restriction may be placed for such period of time as we believe necessary to allow the parties to resolve the dispute, for a legal proceeding (whether initiated by you, another party, or us) to determine the merits of the claim, or until we receive evidence satisfactory to us that the dispute has been resolved; (ii) a hold or restriction may be placed for the disputed portion or all assets in the account; (iii) we may require that you enter an agreement and/ or provide adequate security to protect the Bank from any loss and expense that could be incurred, if we agree to follow your instructions; (iv) we will not be liable if there are insufficient funds to pay your items because we have either withdrawn funds from your account or in any way held or restricted access to your funds; (v) you may be liable, to the extent permitted by law, for our costs as well as for our reasonable attorneys’ fees, whether incurred as a result of collection or in any other dispute involving your account. Where applicable, costs and attorneys’ fees can be deducted from your account when they are incurred, without notice to you; and, (vi) we may exercise these rights even if the legal action, acceptance or failure to accept instructions, or dispute involves less than all of you.

**23. FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. We are only responsible for providing services that are stated in this Agreement. We are not responsible for the actions of a fiduciary, including the misuse of funds. You understand that by merely opening such an account, we are not assuming obligations on your behalf, acting in the capacity of a fiduciary in connection with your account, or agreeing to undertake any obligation to monitor or enforce the terms of the underlying instrument.

**24. SUB-ACCOUNTS** - For accounting purposes, all transactional accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted and a holding sub-account into which available balances above a preset level are transferred daily. Funds will be re-transferred to your transaction sub-account to meet your transactional needs; however, all balances in the holding sub-account will be transferred to the transaction sub-account with the sixth transfer in any calendar

month or monthly statement period. Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, access and information (i.e., your statements), tax reporting, fees, etc.

**25. COMMUNICATIONS** - Subject to applicable law, we may monitor or record phone calls, e-mails, messaging/ chat features and any other automated system 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.

**26. RIGHT TO SET-OFF; SECURITY INTEREST** – You each agree that we may, to the maximum extent permitted by applicable law, without prior notice or demand, apply or set off the funds in this account or any of your other accounts against any debt or liability (including fees or service charges) you owe us or any of our affiliates now or in the future, and you grant us a security interest in each account and all funds and other property in each such account to secure such debt as it may arise. We have this right even if the account(s) we withdraw money from is a joint account and the debt we apply it to is owed by only one of you. Likewise, we can withdraw money from an account owned by only one person and apply it to reduce the joint debt of that person or another person. If the debt arises from a note, the set off amount includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. We will not be liable for the dishonor of any check or other overdraft, when the entry occurs because we set off a debt against your account. You agree to hold us harmless from any claim arising as a result of the exercise of our right of set-off. This right of set-off may not apply to this account where prohibited by law.

**27. FOREIGN CURRENCY** – Actively engaging in foreign exchange trading for profit or hedging purposes is strictly prohibited and may result in forfeiture or subsequent adjustments.

**28. THIRD PARTY REPORTING AGENCIES** - You agree that we may obtain or verify credit/ deposit history by any means, including requesting a report from a credit bureau. You acknowledge that we may report information about your account, including but not limited to account closure, fraud alerts and account charge-off statuses to one or more credit bureaus.

**29. CONTACT INFORMATION** – You agree to promptly notify us if your contact or other account information (e.g., mailing address, e-mail address, etc.) changes.

**30. CHANGE IN TERMS**– We can change the terms of this Account Agreement at any time. You agree that we have the right to change any term of this Account Agreement and to add new ones, and that any such changes will be binding upon you, any additional owners or authorized signers, and your and their heirs, successors, representatives, and beneficiaries, as the law allows. If you do not agree with any change in terms, you should discontinue using your account and close the account immediately. By continuing to use your account after the changes become effective, you are agreeing to the changes. If the change is required by federal or state law or regulation, we may not give you any prior notice. Otherwise, notice will be given as required by applicable law. Whether or not any time period is required prior to the change becoming effective will be dictated by applicable law, and if no such notice period is required, we may make changes effective immediately. At our option, we will either post notice of these changes in each of our offices where we accept deposits; mail (or email) notice of the changes to you at your most recent address as shown on the Bank's records for your account; or, include a notice of the change in or with your account statement, either within the body of the statement (e.g., in the message section near the top), or a separate statement stuffer may be included in (or attached/ linked to) your statement mailing.. You agree that our posting, or mailing or emailing (whether separately or within your statement) of notice of changes to the last address or email address we have for your account in our records, or through any other allowable method will be sufficient notice to you of any change. In each case, we will incorporate the change or changed provision into this Agreement, post it on our website, and make it available in our branches. If a change or notice is qualified in whole or in part by a reference to the updated Agreement, you agree to review the Agreement either on our website or by requesting it from your local branch. Any use of an account after the notice is given or posted will be an additional indication of your notice of and agreement to the changes.

**31. ACCOUNT CLOSURE** - We may close your account at any time at our sole and absolute discretion. Upon account closure, we will remit the account balance as we deem appropriate or as required by law. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud/ unusual activity, we may provide you notice that we closed the account after the effective date. For instance, if we suspect fraudulent or other suspicious/ unusual activity with respect to your account, we might immediately freeze and / or close your account and then give you notice. Inactive or dormant accounts may incur fees and eventually be closed or escheated. Items presented for payment after the account is closed will typically be dishonored. After your account is closed, you are responsible for and will remain liable for any charge processed against the account (including but not limited to dishonored deposit items; items that are subject to claim against us for breach of transfer, presentment, retention or encoding under applicable law or regulation; or items subject to any adjustments or corrections of any encoding or posting errors). If you intend to close your account, you must wait until all outstanding items have been debited from your account.

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

33. **WAIVER** – The omission by us to require strict performance of any term or condition under this, or any other Agreement, in any one or more instances shall not operate as a waiver of our right to insist upon strict performance of that or any other term or condition in the future. All waivers granted by us must be in writing and signed by us to be effective.

### **34. ARBITRATION AND WAIVER OF CLASS ACTION**

**IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.**

You and the Bank agree that any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the Bank has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Bank (hereafter referred to as the “Claims”) will be governed by this provision. Attempts to informally settle the Claims shall include a written exchange of information describing the Claims, the basis for the Claims, and the relief sought, and then an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If the Claims cannot be resolved informally, you agree that any and all Claims that are threatened, made, filed or initiated after this Arbitration and Waiver of Class Action provision (“Arbitration Provision”) has taken effect, even if the Claims arise out of, affect or relate to conduct that occurred prior to the effective date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or, a copy of the Rules can be obtained at any Bank branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** The failure to initiate or request arbitration at the beginning of a dispute or claim shall not be construed as a waiver of the right to arbitration. This Arbitration Provision shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Provision does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Provision shall survive closure of your account or termination of all business with the Bank. This Arbitration Provision shall not apply to: (i) claims that are or could be initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually; (ii) actions initiated by or against “covered borrowers” under the Military Lending Act; (iii) claims involving residential mortgage secured loans covered by Regulation Z; or (iv) any other claims where arbitration is prohibited by law.

1. **Selection of Arbitrator.** The Claims shall be resolved by a single neutral arbitrator. The arbitrator shall be selected in accordance with the Rules, and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Provision, this Arbitration Provision shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the arbitration forum for the resolution of the Claims.

2. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of the branch where your account was opened or currently maintained by the Bank. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. All statute of limitations, defenses and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The Arbitrator’s award is final and binding and can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator’s award is not subject to review by the court and it cannot be appealed. The Bank shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA except if you are seeking relief, in which case you shall be responsible for \$200 of the filing fees or the amount specified by the AAA, whichever is greater. Each party (you and the Bank) will be responsible for their own respective attorneys’ fees, provided that the Arbitrator shall be entitled



to award attorneys' fees and costs to the prevailing party in the arbitration if permitted by applicable law. Nothing contained in this Arbitration Provision shall prevent either you or the Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. The Bank also retains the right and option to exercise our right of set off under applicable law or contract and to exercise judicial remedies to enforce any monetary obligations incurred in connection with your accounts.

Any determination as to whether this Arbitration Provision is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**3. Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT OR A CLASS ARBITRATION, OR OTHER REPRESENTATIVE ACTION.

**4. Jury Trial Waiver – SUBJECT TO APPLICABLE LAW, YOU AND WE AGREE TO WAIVE AND GIVE UP OUR RIGHTS TO A TRIAL BEFORE A JURY.**

**5. Severability.** In the event the Class Action Waiver in this Arbitration Provision is found to be unenforceable for any reason, the remainder of this Arbitration Provision shall also be unenforceable. If any provision in this Arbitration Provision, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, [www.adr.org](http://www.adr.org).