

# All About Your Consumer Accounts

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Consumer Deposit Account Agreements and Disclosures



*New York Community Bank · Queens County Savings Bank · Roslyn Savings Bank · Richmond County Savings Bank  
Roosevelt Savings Bank · Garden State Community Bank · Ohio Savings Bank · AmTrust Bank  
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07/2011

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## Introduction

This booklet outlines the Terms and Conditions of your Accounts (“Accounts” and singularly, “your” or an “Account.”) It is an informative guide that not only describes the rules and regulations governing your Accounts at New York Community Bank and its divisions, but also acquaints you with many of our financial services.

Please familiarize yourself with the information provided, so you will be able to take maximum advantage of the many opportunities and programs available at New York Community Bank and its divisions. The words we, us, our, and Bank refer to New York Community Bank and its divisions; the words you, your, yours, and Customer refer to the depositor(s) opening an Account.

We look forward to continuing to serve you with the high degree of personalized service to which we are committed.

## Section I – General Account Features

### Important Information About Procedures for Opening a New Account

To help the Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person, business, or organization who opens an Account. What this means to you: When you open an Account, we will ask your name, address, date of birth, Identification Number, and other information that will allow us to identify you, your business or organization. We may also ask to see your driver’s license or other identifying documents. Failure to provide required documentation may prohibit the Bank from opening an Account with you.

By completing a deposit account opening application or signing up for additional services, you certify that the information you provide is true and accurate. You also authorize us to verify your identification information and/or obtain information about you from consumer or other reporting agencies. The opening of a deposit account or the obtaining of additional services is contingent upon our ability to adequately verify your identity and may include a review of your consumer credit or other reports.

### Minimum to Open and Maintain Accounts

Each Bank Account requires a minimum opening deposit. In addition, certain Accounts require that a minimum balance be maintained in order for interest to be paid or to avoid maintenance charges. These terms and conditions for your Account may be provided to you under separate disclosures.

When you make your first deposit and at other times when we need it, you agree to give us the information we request to properly identify you.

## Deposits

Once an Account is established, the Bank generally accepts an unlimited number of deposits, except in regard to Certificate of Deposit Accounts. Deposits may be made only when accompanied by a deposit slip in the form prescribed by the Bank.

Deposits may be made in person, by mail, by use of most of our Automated Teller Machine (ATM) systems or night depository, by wire transfer or by pre-authorized credits, such as Social Security benefits or payroll payments, or in any other manner permitted by the Bank.

Deposits of \$1.00 or more will generally be accepted (minimum balance requirements for your specific Accounts are provided in separate disclosures). Cash deposits will be subject to the Bank Secrecy Act reporting provisions.

Note: During the term of a Certificate of Deposit, no additional deposits will be accepted to the Account, unless specified in the individual Certificate of Deposit disclosure. Additional deposits may be made on the Account maturity date, at which time they become part of the principal for the new term.

If the Bank receives any item payable to your order with an endorsement missing, the Bank may, at its option, still deposit it in your Account. Endorsements must appear on the back of the check within the first one and a half inches from the left side when looking at it from the front.

We reserve the right to accept doubled endorsed items subject to satisfactory verification of prior endorsements and other requirements as may be required by law or stated in this booklet for, generally, item acceptance.

Items accepted for deposit on a collection basis (e.g., passbooks from other banks, bonds, foreign checks, etc.) will be credited to your Account on the day the funds actually are received by our Bank.

We have a right, for our own reasons, and at any time, to:

- Refuse to open an Account or accept a deposit, or
- Return all or some of a deposit, or
- Close an Account.

If we do close your Account, interest will stop in accordance with the specific product type. Refer to specific product information provided under separate disclosure.

If we credit your Account for an item (a check or other instrument) and the item is not collected by us for any reason, we will deduct the amount of the item from your Account. Any interest earned on the amount may be forfeited. If there is not enough money in the Account to cover the item, you agree to repay us the amount or that portion of the amount not covered.

**Demand Drafts and Remotely Created Checks** – If you deposit a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your Account, you warrant and guarantee that the draft or remotely created check is authorized according to its terms (e.g., amount) by the person identified as the drawer. You agree to indemnify the Bank from all loss, expense and liability related to a claim that such draft or remotely created check was not authorized by the person on whose account it was drawn.

**Multiple Signature Requirements** – The Bank may debit an Account based on a single signature; multiple-signature requirements are for the customer’s internal use only, notwithstanding any communication to us to the contrary.

### **Direct Deposits**

If, in connection with a direct deposit plan, we deposit any amount in an Account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of your or our liability to the Federal Government from the Account or from any other Accounts you have with us, without prior notice and at any time, except as prohibited by law. You agree to promptly reimburse us for any shortfall in your Account(s). We may also use any other legal remedy to recover the amount of this liability.

### **The Bank as Collecting Agent**

In receiving items for deposit or collection, the Bank acts only as your collecting agent and all such items are accepted under the following conditions:

- All items are credited subject to actual and final payment.
- We shall not be responsible for negligence, default or failure of third parties, or for losses in the mails.
- We shall have the right to charge back to your Account any items for which actual and final payment is not received.
- We shall have the right to charge back to your Account any items which are returned, at any time, due to forged, improper or missing endorsements or any other breach of warranty under the applicable provisions of the Uniform Commercial Code.

Items may be sent directly to the banks on which drawn, without waiving any of the above conditions.

The Bank cannot verify that money orders, cashier’s checks or similar items are authentic and valid at the time presented to the Bank for cash or for deposit. If the Bank cashes or accepts for deposit, a money order, cashier’s check or similar item and the Bank later learns that the item is fraudulent, counterfeit or invalid for any other reason, the Bank has the right to charge your Account for the amount of the item, even if the Bank previously made the funds available to you or if it causes your Account to be overdrawn, at any time.

### **Interest**

The Bank will pay interest on your Account balances at rates, intervals and on terms that may be changed at the Bank’s discretion from time to time.

**Interest Rate** – Interest is always quoted as an Interest Rate. This refers to the simple interest an Account will earn initially. Variable rate Accounts have interest rates that can change periodically.

**Annual Percentage Yield** – The “Annual Percentage Yield” is the measure of how much interest an Account can be expected to earn if the Interest Rate remains the same for a full year or until maturity for Accounts with terms, the funds remain on deposit for this period, and all interest is left in your Account.

**Interest Computation and Compounding** – “Compounding” means that interest earns interest if it is left in your Account.

Specific interest rates and computation methods for your Account may be provided under a separate disclosure.

### **Interest Payments**

Once credited, interest may remain on deposit in your Account or may be withdrawn at any time, with the following exceptions:

- Generally, when a Certificate of Deposit has been renewed for a new rate and term, all interest earned prior to renewal becomes part of the principal and is subject to the rules concerning early (premature) withdrawals.
- Withdrawals of interest from IRAs or other qualified plans may result in Internal Revenue Service tax penalties and reporting requirements.

### **Withdrawals**

Withdrawals may be made by written order, on forms approved by us, signed by the authorized person(s) designated in your Account agreement (generally, the signature card) and related documents or as otherwise agreed with the Bank. The Bank reserves the right to require that withdrawals be made only at the branch of the Bank at which your Account is maintained.

The Bank is authorized to pay items, transfer funds and charge your Account without limitation of amount and without inquiry as to the circumstances of issuance, negotiation or endorsement, including the payment of proceeds thereof. The Bank’s rights herein apply even if an item is drawn, endorsed or payable to cash, bearer, or to the order of a person who is an authorized signatory on your Account, or the item is delivered to the Bank in payment or satisfaction of a debt or other obligation of such person to the Bank.

If the payee or other holder of an item that you have written, who is not a customer of the Bank, presents it to the Bank to be cashed, the Bank will not be obligated to cash the item unless the person provides the Bank reasonable identification, the Bank has the means to verify your signature, and there are available funds in your Account. If the payee or other holder is not an individual (natural person) and is not a customer of the Bank, the Bank, in its sole discretion, may refuse to cash the item. We shall not be liable to you for any damages based upon wrongful dishonor for our refusal to cash an item for any business entity, or for our refusal to cash an item for an individual holder who does not satisfy the Bank’s

requirements as set forth in this section. Refer to the Schedule of Fees and Services for applicable fees for cashing checks for non-customers.

You must maintain a sufficient available balance in your Account to cover the withdrawals you make. If you overdraw your Account, the Bank may refuse to pay the item(s) that caused the overdraft. A fee may be imposed for overdrafts created by checks, in person withdrawals, or by other electronic means, as applicable. The Bank can also refuse to permit a withdrawal from your Account if:

1. The proceeds of check(s) or other items deposited are not yet available (Funds availability will depend on the Bank's Funds Availability Policy and Schedule) or there are insufficient funds in your Account.
2. One or more authorized signers on an Account have asserted adverse claims to authority or a dispute exists between authorized signers, owners and/or principals of Customer, as to their respective authority or any of the prior parties.
3. You tell us in writing not to permit the withdrawal.
4. An Account is pledged as collateral for a debt.
5. The withdrawal would consist of money or items we have taken to pay a debt due the Bank, by way of set-off or otherwise.
6. We have been judicially ordered (by court order or other legal process) not to permit the withdrawal of all or part of the funds in an Account.
7. The requested withdrawal amount would exceed the amount permitted by your Account agreement or term provided to you under a separate disclosure or agreement.
8. You have failed to present to us the passbook, or any other document, credential, evidence or identification we require, or the law requires, in connection with the withdrawal. If the Bank does not feel that it has enough proof of who someone is, it may ask for as much proof as it needs. In certain cases, the Bank may ask for a surety bond from an insurance company that guarantees the right of the person to the funds.
9. You have reached your daily Automated Teller Machine (ATM) withdrawal limit (applicable only to ATM transactions) or debit card limitations.
10. A problem with our equipment prevents us from knowing your Account balance.
11. You have filed Bankruptcy, and we are put on notice of such filing.
12. We are aware of a dispute relating to an Account, or we suspect fraud or irregularity, or we are holding funds because of a claim against the Bank.
13. Any other breach by you of your obligations under this Agreement.
14. The withdrawal is of the type that it is limited by Federal regulations and the withdrawal would exceed those limitations.
15. You use a form of check or item that is not acceptable to, or authorized by, the Bank.

The following events may be unlikely, but they are provided by law: the Bank may, at any time, require seven (7) days' advance notice that you intend to withdraw funds from your Money Market, NOW or Savings Account. We may refuse to permit a withdrawal in such cases, if we have not received the required notice.

The circumstances enumerated above are illustrative only and are not intended as an exhaustive list of circumstances under which the Bank may refuse withdrawals. The Bank reserves the right to refuse withdrawals under other justifiable or appropriate circumstances, to protect the Bank or Customer. In any event, the Bank shall be relieved of any and all liability for our failure or refusal to honor any item drawn on your Account or any other withdrawal instructions. In addition, if any person or entity asserts that a dispute exists, we are not required to determine whether that dispute has merit in order to refuse to honor the item(s) or withdrawal instruction(s).

The Bank may make payments to you in cash or by check, money order or other form, payable to your order or someone else's order. Cash withdrawals will be subject to the Bank Secrecy Act reporting provisions. You may direct the Bank to make payments out of your Checking Account by writing a check in the form prescribed by the Bank.

If you voluntarily give out your Account number to any third party, then that act shall be deemed your authorization to permit that third party to initiate debits and withdrawals from your Account and the Bank shall not be obligated to inquire further into the validity of your authorization for any future withdrawal by that third party.

We may allow another person to make withdrawals on your behalf if we are presented with satisfactory proof of the person's authority to make the withdrawal (example: power of attorney). Any such payment made by the Bank to or on the order of such a person prior to receiving your written notice revoking such authority is final payment and relieves the Bank from any further liability for the amount of such payment.

If any funds are distributed to you from an IRA or other qualified plans before certain conditions are met (i.e., age 59½, five years in a Roth IRA), the distribution may have substantial, unfavorable tax consequences for you. Certain unfavorable tax consequences are explained in the documents delivered to you when you opened your Account. Please consult with your tax advisor concerning all tax-related issues.

#### **Facsimile/Telephone Instructions/Facsimile Signature**

Unless we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine. You may not use a facsimile signature or a facsimile signature machine without the Bank's permission and completion of any required Bank document. If your items are signed using facsimile signature or non-manual form signature, you acknowledge that it is solely for your benefit and convenience. You accept sole responsibility for maintaining security over any device affixing the signature. You will be responsible for any loss due to any unauthorized facsimile signature or, even if you have the Bank's permission to use a facsimile signature, the unauthorized use of a facsimile signature machine for any Account you have at the Bank.

#### **Telephone Transfers**

A telephone transfer of funds from your Account to another Account maintained by you with us may be made, in accordance with our procedures, by the same persons and under the

same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a Savings Account to Another account or to third parties, to a maximum of six (6) transfers per statement cycle (this includes the number of pre-authorized transfers during the statement cycle). Other Account transfer restrictions may be described elsewhere.

### **Right of Set-Off**

With the exception of IRA Accounts or other qualified plans, or as otherwise prohibited by law: (i) if you are now indebted to us or if at any time you become indebted to us, in any manner or capacity (e.g., as maker, co-maker or guarantor of a note) we have the right to apply so much of the balance in your Account as may be necessary to satisfy the debt that you owe the Bank as borrowers, guarantors, or otherwise, and (ii) by signing the signature card, you pledge and assign to us and grant us a security interest in all your present and future deposits and Accounts (of any nature) with us as collateral for your obligations and indebtedness to us arising out of your Account or otherwise. The Bank will provide written notice prior to or on the same business day with reason for the set-off. We may withdraw these funds even if the withdrawal results in an interest penalty or dishonor of checks presented for payment.

The Bank's right of set-off shall not apply if you have made arrangements with the Bank to have Social Security or supplemental income payments deposited directly to your Account to the extent of those payments, and Individual Retirement Accounts (IRAs or other qualified plans) or as otherwise prohibited by law.

You agree to hold the Bank harmless and indemnify the Bank from any claim or loss arising as a result of our exercise of our right of set-off. A claim or loss includes, without limitation, one arising from the dishonor of an item due to insufficient funds.

### **Security Interest**

In addition to the right of set-off described above, you hereby grant the Bank a security interest in your Account and in all other accounts you have with us to secure all loans, extensions of credit and any and all other indebtedness to the Bank which the Bank has made to you or may make to you in the future, as permitted by law.

### **Attorney Fees**

The Bank may recover reasonable attorney's fees from you in connection with any Account litigation or attempts to collect overdrafts or any matter arising out of the operation or maintenance of your Account.

### **Postdated Checks**

For Accounts opened in New York and New Jersey: You must not date a check later than the date you write it or put a condition for payment on any check. If you do postdate a check and it is presented to the Bank for payment before its date, the Bank may, in its discretion, pay the check or return it unpaid.

For Accounts opened in Arizona and Ohio: You should not date a check later than the date you write it or put a condition for payment on any check. If you do postdate a check and intend that it not be paid until the date written on the check, you must also request us to not honor the check until the specified date by sending us a written statement to that effect to:

**New York Community Bank  
Attn: Branch Administration  
615 Merrick Avenue  
Westbury, NY 11590**

The request must be correct in its entirety to be honored and must be delivered to the Bank within a reasonable time to enable the Bank to act on the request. The request must contain exact information (account number, payee, date written on the check, amount and check number) to enable us to process the request. If you do not submit a request to the Bank and a check is presented to the Bank for payment before its date, or if you submit a request, but the check is presented to the Bank before the Bank can take the necessary steps to honor the request, the Bank may, in its discretion, pay the check or may return it unpaid.

For Accounts opened in Florida: It is the duty of the person drawing the postdated check to also notify, in writing, the separate office or branch of the Bank upon which such check is drawn, giving a complete description thereof, including the name of the payee, the date, the check number and the amount of the check; otherwise, the Bank is not liable for paying such check.

### **Stale Checks**

The Bank reserves the right not to pay a personal check more than six (6) months old and a business check more than twelve (12) months old but may do so at the Bank's sole discretion.

### **Order of Items Paid/Debited From Your Account**

The law permits us to pay transaction items (such as checks, drafts and electronic transactions) drawn on your Account in any order. All real-time transactions (such as ATM, point-of-sale purchases and teller transactions) are debited from your Account at the time the transaction is initiated by you. The below describes how inclearing items drawn on your Account are debited during nightly processing. Our policy is to pay items drawn on your Account according to the transaction type in high to low (descending) dollar order. That is, we pay the largest items first within a transaction type. If items from more than one transaction type are presented, after paying the first transaction type, we will proceed to the next transaction type, paying the highest item first. 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. Electronic transactions (e.g., ACH, online, telephone, check electrification, such as a check converted to an ACH, etc.) are paid first in descending dollar order, followed by checks, which are then followed by drafts, both also in descending dollar order. For example, if a customer has \$100 in an Account and two electronic transactions are

presented, one for \$60 and the other for \$10, and two checks are also presented, one for \$40 and the other for \$10, the following is an illustration as to how the inclearing items are paid:

Item:		Balance:
		\$100.00
Electronic Transaction	\$60.00	\$40.00
Electronic Transaction	\$10.00	\$30.00
Check	\$40.00	- \$10.00*
Check	\$10.00	- \$20.00*

\*In accordance with policy, the two checks will be returned for insufficient funds and the Account holder will be charged two insufficient fund (NSF) fees. The first check for \$40.00 overdraws the Account. Once an Account is overdrawn, even if the item is not paid, all items subsequently presented for payment will be returned and an NSF fee will be charged for each returned item. Please see the Bank's Schedule of Fees and Services for the NSF fee charge.

Be careful to ensure that enough money is available in the Account at all times to cover the items that you write.

#### **Restrictive Legends**

We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000,000."

#### **Multiple Payees**

If you write a check made payable to two or more persons and you fail to indicate "and" or "or" between the names of the payees, then the Bank shall presume that to mean "or" and allow that check to be presented and cashed with only one signature.

#### **ACH & Wire Transfers**

You agree to be bound by Automated Clearing House association (ACH) rules, as they may be amended from time to time. Clearinghouse rules govern the return of alleged unauthorized ACH debits, if the Bank does not receive notice of an alleged unauthorized debit within the timeframe stated in any applicable rule(s) (generally 24 hours after the posting to your Account), your sole recourse is to the originator of the transaction. These rules provide, among other things, that payments made to you or originated by you are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A of the Uniform Commercial Code. If we do not receive such payment or are obligated to return 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.

Your Account is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your Account with us [with respect to Florida Accounts, Article 4A of the Uniform Commercial Code can be found in Chapter 670, Florida Statutes], unless otherwise agreed with the Bank. If you originate a fund transfer for which Fedwire or other service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if the number identifies a financial institution, person or an Account other than the one named.

#### **Death or Incompetence**

You agree to notify us promptly if any person with a right to withdraw funds from your Account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence (unless we are complying with a power of attorney you have provided that survives your incompetence), and (b) we have had a reasonable opportunity to act on that knowledge. We may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence, or at our sole discretion for such other period of time, unless ordered to stop payment by someone claiming an interest in your Account.

#### **Closing Your Account**

You may close your Account by notifying us in person at any branch or by mail, provided, among other reasons, the funds on deposit are not being held as a result of legal action or uncollected deposited checks. If your Account is a Certificate of Deposit, there will be a penalty for withdrawals made prior to the maturity date. Please refer to your individual disclosure, if applicable, for specific penalties.

The Bank has the right to close your Account, at its sole discretion, at any time. If we do so, we will notify you in writing and may mail you our official bank check for the Account balance. If we close your Account, you will still be responsible for any fees or other obligations incurred before closing and you will still be liable for any outstanding items. Please refer to the Bank's Schedule of Fees and Services for applicable fees associated with closing your Account.

If you close your Account before interest is credited, you will not receive the accrued interest unless otherwise noted.

#### **Certificate of Deposit Information**

Principal may not be withdrawn from Certificate of Deposit Accounts before your Account matures unless the Bank consents to the withdrawal. Permission for withdrawal is in no way binding on the Bank in the future and the Bank reserves the right to refuse such withdrawals. If the Bank consents to the withdrawal of any or all of the principal amount on deposit, you may incur a penalty for the withdrawal.

Penalties are listed in the Account disclosure that you received under separate cover.

The amount of the penalty will be subtracted first from any interest earned and not withdrawn, then from the principal balance remaining in your Account, and then from the amount withdrawn, if necessary. However, the required minimum Account balance must be maintained. Otherwise, your Account will have to be closed and the early withdrawal penalty will be based upon the entire Account balance. (Special rules apply in the event of death or legal incompetence of the Account owner, and for IRAs or other qualified plans.)

We will send you a renewal or maturity notice prior to the maturity date of your Certificate of Deposit Account, as required by law.

Certificate of Deposit Accounts that mature on Saturdays, Sundays or legal holidays (non-banking days) will be available to you for withdrawal on the next business day. We will credit and pay to your Account any interest accrued between the maturity date and the next business day.

### **Service Charges**

Your account, whether active or inactive, is subject to various charges and fees as specified in the Bank's Schedule of Fees and Services. The Bank reserves the right to increase or impose additional fees and/or service charges in connection with your Account in the future, with advance notification if required by state or Federal laws or regulations. You will, on demand, reimburse us for all such costs and expenses in connection with our enforcement of any of your obligations under this Agreement or any other agreement with the Bank. We also have the right to charge your Account for any costs imposed upon, or expenses assessed against, or incurred by us (including fees of in-house counsel and any other counsel retained by the Bank) in connection with the handling of your Account or any service.

### **Passbook Accounts**

We will note all your deposits and withdrawals in the records of the Bank. The Bank's records will be binding upon you if there is a discrepancy in the Account balance.

If you have been given a passbook with your Account, a record of deposits and withdrawals will be entered in the passbook. Furthermore, you may make no withdrawals from your Passbook Account without presentment of the passbook.

Lost Passbooks – You alone are responsible for keeping your passbook safe. You must notify the Bank in writing immediately if it is lost, stolen or if someone who is not entitled to the funds gets possession of it. We will require that you swear to the facts in an affidavit. All owners will be required to complete the affidavit. We may further require that a reasonable amount of time elapse prior to issuing a new passbook or making payment to you. We also have the right to require a surety bond from an insurance company protecting us in the event someone else claims that we should not have paid an Account to you. We may also require you to agree to pay all of our expenses if we pay you and someone else proves we should not have.

### **Statement Accounts**

We will note all your deposits and withdrawals in the records of the Bank. The Bank's records will be binding upon you if there is a discrepancy in the Account balance.

If you have a statement type Account, either checking or savings (including Money Market Deposit Accounts), the Bank will mail you a periodic statement, which will contain a record of all transactions during that period. If you have a statement savings account, you will receive a monthly statement only when a transaction or Electronic Funds Transfer occurs; otherwise you will receive a quarterly statement.

If the Bank considers your account to be inactive or dormant, the Bank may choose not to provide periodic statements. Once the account meets the activity requirements set forth in the section entitled "Inactive and Abandoned Accounts" statements will resume as described.

In order to preserve your rights, you must examine the statement and any checks and notify your branch in writing of any forgery, errors, unauthorized transactions, unauthorized or missing signatures or endorsements, a material alteration, a missing or diverted deposit, or any other discrepancy promptly after the statement is delivered to you, otherwise it will be deemed to be correct.

You will be responsible for any loss due to fraud or forgery which is not reported to the Bank within 14 days (for accounts opened in New Jersey and New York) or 30 days (for accounts opened in Arizona, Florida and Ohio) of receipt of your statement, unless the Bank has failed to use ordinary care in taking or paying an instrument and such failure substantially contributes to the loss in which case the loss shall be allocated between you and the Bank to the extent to which the Bank's failure to use ordinary care contributed to the loss. Regardless of care or lack of care on your part or on the part of the Bank, if you do not within one year after the statement or items are made available to you discover and report your unauthorized signature on or any alteration on the item, then you are precluded from asserting against the Bank the unauthorized signature or alteration (refer to the section entitled Statements and Account Errors for additional rights or obligations). A 60-day notification will also apply if the error is in regard to an electronic transfer. See Section III of this booklet.

### **Transaction Limitations**

For Statement Savings and Money Market Deposit Accounts, you may make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per monthly statement cycle, to one of your other accounts or to a third party by means of a pre-authorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to third parties.

*For accounts opened in the AmTrust Bank and Ohio Savings Bank divisions:* You may make no more than six (6) transfers and withdrawals, or a combination of such transfers and withdrawals, per monthly statement cycle from your Passbook Savings Account to one of your other accounts or to a third party by means of a pre-authorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction, or by check, draft, debit card, or similar order made by you and payable to third parties.

*For accounts opened in all other divisions:* You may make no pre-authorized, data transmission, telephonic or automatic transfers or withdrawals from your Passbook Savings Account.

### **Overdraft Shield**

(This service is only offered in New Jersey and New York)

Overdraft Shield (referred to herein as “this Service”), is an overdraft service providing for the transfer of funds from your statement savings, money market or other checking account, designated by you as the account to be debited (the “Funding Account”), to your primary checking account (the “OD Checking Account”) to permit the payment of items, as described below, without creating an overdraft, thereby protecting yourself against a returned check or rejected transaction. Transactions performed through the Voice Response Unit (telephone banking), online banking and through an ATM are not covered by this Service.

Anytime there are insufficient or uncollected funds in your OD Checking Account to cover checks written, scheduled transfers, ACH transactions, and debit card transactions (excluding those transactions performed at an ATM), we will transfer the funds from the Funding Account to the OD Checking Account, and the item(s) will be paid. There is a per item fee for this Service; please refer to the current Schedule of Fees and Services for applicable fees. The fee will be charged to the OD Checking Account. A separate application is required; if the account is a joint account, both parties must complete the application. When you complete the application for this Service, you acknowledge that you have received, read and are familiar with the terms of this Service, and agree to its terms and conditions.

By signing up for this Service, you authorize New York Community Bank (NYCB) to draft or otherwise deduct from the Funding Account and transfer to the OD Checking Account the amount necessary to pay said items. The amount of such transfer is limited to the available balance of the Funding Account. If the Funding Account is closed or blocked for use, Overdraft Shield will not be available and, if the OD Checking Account is closed or blocked for use, Overdraft Shield will not be available for it. If the Funding Account has insufficient funds to cover the amount of the necessary transfer, your OD Checking Account will be charged applicable fees; please refer to the current Schedule of Fees and Services for applicable fees.

Please refer to the Transaction Limitations section of this booklet for the transaction limitations on Statement Savings and Money Market Accounts; transfers from the Funding Account to the designated OD Checking Account are pre-authorized transfers.

NYCB may change this Service and may increase the fee for this Service at any time, and will notify you if and as required by applicable law. NYCB reserves the right to terminate this Service at any time.

Either owner of the primary checking account may cancel this Service by requesting the cancellation in person at any branch or by delivering to the Bank a written notice of cancellation to the address below. Any cancellation will only be effective after we have received notice of such cancellation and had a reasonable time to act upon it.

**New York Community Bank  
Attn: Customer Contact Center  
7570 Northcliff Avenue  
Brooklyn, OH 44144**

### **Interest Reporting**

For interest-bearing Accounts, interest will be reported for tax purposes in the name and Social Security or Employer Identification Number of the primary depositor (the first name on the Account). It is your responsibility to provide the Bank with the correct Social Security or Employer Identification Number for your Account(s) OR a properly executed Department of the Treasury, Internal Revenue Service Form W-8BEN, Certificate of Foreign Status. If you have not provided us with your correct Taxpayer Identification Number or Form W-8BEN, or other acceptable form upon which the Payor is permitted to rely to hold the Payee as a foreign person, you may be subject to a penalty imposed by the Internal Revenue Service (IRS).

IRS Regulations require withholding of a percentage of the interest credited on all Accounts on which the Bank does not have a Certified Social Security Number, Certified Employer Identification Number, Certification of Application for Tax Identification Number or Form W-8BEN, or other acceptable form upon which the Payer is permitted to rely to hold the Payee as a foreign person on file, or where the depositor is subject to backup withholding under the provisions of the Internal Revenue Code.

The Bank has the right to refuse to open an Account if you fail to provide us with a Certified Social Security Number, a Certified Employer Identification Number or a completed Form W-8BEN, or other acceptable form upon which the Payer is permitted to rely to hold the Payee as a foreign person. See Section IV Taxpayer Identification Number and Certification Information for full details.

### **Deposit Insurance**

The Federal Deposit Insurance Corporation (the “FDIC”) insures your deposit accounts and a variety of retirement accounts, primarily Traditional and Roth IRAs (Individual Retirement Accounts) or other qualified plans, at one insured institution in accordance with the rules and regulations of the FDIC for Deposit Insurance Coverage. Also included are self-directed Keogh Accounts and employer-sponsored “defined contribution plan” accounts that are self-directed, which are primarily 401(k) Accounts. In general, “self-directed” means the depositor chooses how and where the money is deposited.

Each depositor is insured by the FDIC up to the maximum amount allowed and subject to the FDIC's rules and regulations. The FDIC's standard maximum deposit insurance amount ("SMDIA") of coverage is \$250,000 per depositor, per insured bank, for each account ownership category.

All funds in a "noninterest-bearing transaction account" are insured in full by the FDIC from December 31, 2010, through December 31, 2012. This temporary unlimited coverage is in addition to, and separate from, the coverage of at least \$250,000 available to depositors under the FDIC's general deposit insurance rules.

The term "noninterest-bearing transaction account" includes a traditional checking account or demand deposit account on which the insured depository institution pays no interest. It also includes Interest on Lawyers Trust Accounts ("IOLTAs"). It does not include other accounts, such as traditional checking or demand deposit accounts that may earn interest, NOW accounts and money-market deposit accounts.

Please be advised that New York Community Bank is composed of banking divisions, each with unique names (i.e.: Queens County Savings Bank, Roslyn Savings Bank, Richmond County Savings Bank, Roosevelt Savings Bank, Garden State Community Bank, Ohio Savings Bank and AmTrust Bank). As a result, if you maintain Accounts at more than one of New York Community Bank's aforementioned divisions, your Accounts will be aggregated into one total dollar amount for FDIC insurance purposes, in accordance with the FDIC rules and regulations.

You can obtain additional details about how to maximize your FDIC deposit insurance coverage as well as general details about deposit insurance coverage by visiting any of our branch offices.

### **Governing Law**

The Terms and Conditions contained herein constitute a contract. Your Account is issued and, by the acceptance hereof, is held subject to the provisions of this Account Agreement, all rules and regulations of applicable Federal law and the laws of the state where your Account is established (to the extent not preempted by Federal law), the rules and regulations of any applicable clearing house, and the Bank Documents provided to Customer at the time of opening an Account, all as the same now exist or may hereafter be amended and which are hereby incorporated into this Account Agreement, unless otherwise disclosed (e.g., Account disclosures or rule, fee schedule) or otherwise agreed with you. The Terms and Conditions shall inure to the benefit of and bind your successors and our successors and assigns, whether by merger, consolidation, or otherwise. We have the right to modify this contract at any time.

### **Waiver**

Unless specifically set forth in this booklet, we will not be deemed to have waived any of our rights or remedies unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **Jurisdiction**

*For Accounts opened in New York:* Any action arising out of these Terms and Conditions or any dispute you have with the Bank, or any of its officers, directors, employees or agents, shall be litigated in, and only in, courts located in Nassau County, New York.

*For Accounts opened in Arizona, Florida, New Jersey, and Ohio:* Any action arising out of these Terms and Conditions or any dispute you have with the Bank, or any of its officers, directors, employees or agents, shall be litigated in, and only in, courts located in the county where an Account is established and housed.

### **Liability**

Unless otherwise provided by law, you agree that the Bank shall not be liable for any damages, of whatever nature, unless the Bank has acted in a manner that would constitute gross negligence or willful misconduct, and your loss or damages are the direct result of such gross negligence or willful misconduct. FURTHERMORE, YOU AGREE THAT IN NO EVENT WILL THE BANK BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, AND EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

The Bank's liability shall be limited to the face amount of an item if a claim relates to a failure of the Bank to stop payment of the item or the Bank's payment of an item bearing an unauthorized or forged drawer's signature, forged endorsement or an alteration.

### **Waiver of Trial by Jury**

WE AND YOU HEREBY WAIVE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ACTION, PROCEEDING, INCLUDING COUNTERCLAIMS, OF WHATEVER NATURE OR TYPE, INCLUDING ACTIONS IN CONTRACT OR TORT, ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, YOUR RELATIONSHIP WITH US, OR ANY ACCOUNT, SERVICE OR PRODUCT USED BY YOU.

### **Severability**

In the event that any Term and Condition or provision of this booklet is held unenforceable, the validity or enforceability of the remaining Terms, Conditions and provisions will not be affected, and the unenforceable Term, Condition or provision will be replaced with an enforceable Term, Condition or provision that comes closest to the intention underlying the unenforceable provision.

### **Limitation of Liability; No Warranties**

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR

OTHER INTERCONNECT PROBLEMS, BUGS, VIRUSES, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE OR SOFTWARE, FAILURE OR UNAVAILABILITY OF INTERNET, ACCESS PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE ONLINE SERVICE IS AT YOUR SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN “AS IS” “WHERE-IS” AND “WHERE AVAILABLE” BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

## Section II – Information About Bank Rules and Policies

### Laws, Rules and Regulations

All Bank Accounts are subject to current and future Federal laws, rules, regulations and restrictions, including those of the Federal Deposit Insurance Corporation (the “FDIC”) and the Department of Treasury as well as the current and future laws, rules, regulations and restrictions of the state where the Bank maintains your Account, which is generally the state in which you opened your Account, or as otherwise described in this booklet.

If you opened your Account through the following websites, then the state in which the Bank maintains your Account is Ohio:

- [www.amtrust.com](http://www.amtrust.com)
- [www.ohiosavings.com](http://www.ohiosavings.com)
- [www.amtrustdirect.com](http://www.amtrustdirect.com)

If you opened your Account through the following websites, then the state in which the Bank maintains your Account is New York:

- [www.mynycb.com](http://www.mynycb.com)
- [www.mybankingdirect.com](http://www.mybankingdirect.com)

### Agreement

By signing the signature card for your Account, or by simply maintaining your Account, you agree to be bound by the terms, conditions, policies and rules concerning your Account as set forth in this booklet or otherwise applied at the discretion of the Bank. We reserve the right to change our products and services offered at any time and to deny offering or continuing to offer products or services to any Customer who does not abide by the terms, conditions, policies and rules concerning the Account or for any legal reason we deem appropriate.

### Notices From You

Any notice that you send to us should be in writing and signed with the same signature that we have on file for you. Such notices may be delivered in person or by mail and should be sent to, unless otherwise specified in this booklet:

**New York Community Bank  
Attn: Branch Administration  
615 Merrick Avenue  
Westbury, NY 11590**

If the communication relates to a particular service or product having a separate disclosure or agreement, write to the address specified in the agreement for that service or product.

The Bank shall have a reasonable time to act on any notice or communication received. The Bank shall not be responsible for failure to receive any notice that is not sent to the proper address.

### Change of Address

You must promptly notify the Bank, in writing, of any change in your mailing address. Mail will be sent to the most recent address appearing on your Account records (a written change of address request includes requests initiated through Online Banking).

### Returned Mail

Please help us protect you from becoming a victim of Identity Theft. You must contact the Bank when making an Address Change with the Post Office. The Bank does not honor a notification of mail forwarding from the Post Office. By informing the Bank of an Address Change, either a Seasonal or Permanent Change of Address, we can help you safeguard your personal information and avoid being a victim of Identity Theft. We can even set an expiration date on Seasonal Address Changes so that when you return, your bank statements will be directed to the proper address. If you fail to notify the Bank regarding Change of Address or Forwarding instructions (either for Seasonal or Permanent Address Changes), upon the first occurrence of mail being returned to the Bank, all future account statements will cease until we hear from you and are able to update your records in accordance with our established procedures. During this time you will continue to incur, on a monthly basis, the current Returned Mail Handling and Processing fee as disclosed in the Schedule of Fees and Services while we suppress your periodic statements from being generated and mailed.

## **Bank Hours**

Branches are generally open for business from Monday through Friday at hours that are determined by the Bank and which may be changed at our discretion. Each branch may have its own schedule, which may include Saturdays and Sundays (non-business days). Schedules can be obtained at any branch. Federal banking holidays are not included.

Although we try to be open at times that are convenient for you, we may have to close some or all of our offices if required under law, or if there is a danger to the Bank or our customers, such as severe weather conditions, fire, riot, burglary or some other unanticipated emergency.

## **Stop Payments**

### Placing a Stop Payment on Checks, Money Orders or Other Withdrawal Items:

You can order us to stop payment on your checks, money orders or other withdrawal items either orally or in writing (for accounts opened in New York and New Jersey, the customer has the option of placing an automated stop payment utilizing the telephone banking and online banking services, and therefore are considered written stop orders).

The stop order takes effect only when we have had a reasonable time to act on it and we record it on your Account records. An oral stop will stay in effect for 14 days and must be confirmed in writing or the order will expire. Written confirmation of a stop order must be correct in its entirety to be honored. A written stop order will stay in effect for six (6) months, unless renewed in writing. The stop order must contain exact information (Account number, payee, date, amount, and check number) to enable us to process the order.

### Cancelling a Stop Payment on Checks, Money Orders or Other Withdrawal Items:

Upon receipt of your written authorization, the Bank will cancel a stop payment order you have placed. The Bank will not honor verbal cancellations of such stop payment orders.

### Placing a Stop Payment on Bank Checks, Cashier's Checks and Certified Checks:

Generally, the Bank will not accept or honor stop payments on Bank, Cashier's or Certified Checks unless the item has been lost, stolen or destroyed and you follow the Bank's rules and procedures. In certain limited situations, the Bank will accept a stop payment order on a Bank, Cashier's or Certified Check. The stop may be placed by the buyer or drawer and will only be accepted under the following circumstances:

1. The party requesting the stop must provide us with sufficient information to enable us to identify and stop the item prior to payment.
2. The payee or drawer may be required to provide the Bank with a surety bond for double the amount of the check.
3. The party requesting the stop must complete an affidavit provided by the Bank stating, among other things, that either the check was destroyed, is lost, was stolen, or is in the possession of someone who cannot be located or who cannot be served with legal process.

The Bank may also require you to file a police report and prosecute.

After 90 days from the date the stop request is entered on our records and provided no other party has made a claim to the proceeds of the check, we will reimburse the amount of the check to the drawer who placed the stop and have no further liability for the item.

The Bank will not honor any request (verbal or otherwise) to cancel a stop placed on a Bank Check, Cashier's Check or Certified Check.

## **Multiple Party Accounts New Jersey**

All Multiple Party Accounts ("joint", "in trust for" or "P.O.D." Accounts) opened after May 28, 1980 are subject to the provisions of the Multiple Party Deposit Account Act of the State of New Jersey, N.J.S.A. 17:16l et seq. (P.L. 1979, c.491). This notice has no bearing on the right of any party or trustee to make withdrawals from an Account, which is dealt with separately below.

The Bank disclaims any liability for payments made pursuant to this Act. Any Multiple Party Account may be paid, on request, to any one or more of the parties. The Bank does not determine net contributions. "Net contributions" under the Act is the total of all deposits, less all withdrawals that have been paid or applied to the use of each party. It also includes a prorata share of interest in the current balance.

The various provisions as to the right of survivorship are governed by the form of an Account you have chosen under the Multiple Party Deposit Account Act. During your lifetime, you may change the form of your Account or stop or vary payment under the Account's terms.

## **Joint Account**

A joint party Account is an Account opened and maintained by two or more individuals with a right of survivorship among parties. Ownership of this Account may not be changed by a will.

Each party to this Account has a present right to payment from this Account. Each party owns his/her net contribution to the Account.

In the absence of proof of net contribution, and unless the parties have specifically otherwise agreed, each party will own an equal share of this Account.

Upon the death of a party to this Account:

1. Where there is only one surviving party, the entire Account balance will belong to the survivor.
2. Where there are two or more surviving parties, each party will continue to own his/her proportionate share of the Account. The portion of the Account owned by the deceased party will be shared equally by the survivors.

Unless one of the Joint Account parties gives the Bank written instructions to the contrary, the Bank may:

1. Pay the entire Account or any part thereof, to any one Joint Account party.
2. Make payment on checks, withdrawal requests, conduct business or recognize all other matters affecting the Account, including deposits, signed by any one Joint Account party.  
**Note:** The Bank may require all owners of a Joint Account to sign authorizing a premature withdrawal of principal from a Certificate of Deposit Account.
3. Endorse any checks, drafts or other orders for the payment of money made out to any of the Joint owners, parties, or trustees. Once they are endorsed, we can deposit them in the respective Joint Account, Payable on Death Account, or Trust Account.
4. Each owner authorizes the Bank to honor checks or orders drawn by, and withdrawal requests or instructions received from, any owner during the lifetime of all owners, including applications for electronic banking services and any orders or instructions initiated by any owner electronically, including through the use of the Bank's online banking services. Such orders or instructions given by the other owner(s) shall bind each owner.
5. The Bank may be required by service of legal process to provide information and/or produce Account records and documents on the Account, or to pay out funds held in the Joint Account, to satisfy a judgment entered against, or other valid debt incurred by, any owner of the Joint Account.

Any one Joint Account party may authorize payment on any item to be stopped. Further, notice to any one joint party Account owner will constitute a notice to all such owners.

After the receipt of a Joint Account party's written order not to permit withdrawals from the Account, the Bank may require the written authorization of any or all parties to the Account before permitting any further payments or withdrawals from the Account.

The Bank may not pay on checks or orders or withdrawal requests signed by any of the surviving owners after the death of any owner. Upon notification of the death of any owner, the Bank may require specific documents (i.e., death certificate, Estate Tax Waiver in New Jersey) prior to releasing Account funds to the survivor(s). In New Jersey, the Bank may release up to 50% of the Account balance to the survivor(s) without a Tax Waiver.

Annual Tax statements (IRS Form 1099) are reported under the Social Security Number of the party whose name appears first in the Account title and such number must be provided to the Bank when the Account is opened.

In the event that any owner is now indebted, or at any time shall become indebted, to the Bank (please refer to the Right of Set-Off section of this booklet), the Bank shall have the right to apply so much of the balance in the Joint Account, as may be necessary to satisfy the debt, irrespective of which owner actually made deposits or credits to the Joint Account or otherwise became obligated to the Bank. The Bank may exercise its rights to chargeback this Joint Account or receive a refund against each owner for the

entire amount of any item deposited to an Account, irrespective of which owner actually deposited the item.

Each owner is responsible, jointly and severally, for all fees and charges incurred on the Account and for all other liabilities by any owner to the Bank in connection with the Account.

**Account Ownership** - If the Bank opened an account in the names of more than two people and later determines that one or perhaps more of them have not signed or otherwise completed the required account opening documents, the Bank may in its sole discretion and for all purposes and circumstances (including determining ownership of the account following the death of any Bank recognized account owner) either treat the account as being owned solely by the persons who have signed the required account opening documents or treat the account as being owned by all persons in whose names the account was opened, even if they have not signed the required account opening documents. If we treat the account as owned by all persons whose names appear on the account (regardless of whether they have signed the required account opening documents), we may permit a person who has not signed the required account opening documents to take any and all actions related to the account, however, the Bank may but need not, require the person who has not signed the account opening documents to later complete and sign such documents.

#### **Payable on Death (P.O.D.) Account**

A P.O.D. Account is an Account opened by one or more individuals with a right of survivorship among the owners.

This Account belongs to the party/parties to this Account during their lifetime and belongs to the payee/payees upon the death of all parties. The payee/ payees have no present right of withdrawal:

- (a) Where there are two or more parties, each party has right to payment from the Account. Each party owns his/her net contribution. In the absence of proof of net contribution, and unless the parties have specifically otherwise agreed, each party will own an equal share of the Account during their lifetimes. Upon the death of a party, the surviving party/parties will continue to own his/her proportionate share of the Account. The share owned by the deceased party will be shared equally by the surviving party/parties. Upon the death of the sole surviving party, the Account will belong to the P.O.D. payee/ payees;
- (b) Where there are two or more P.O.D. payee/payees, the Account will belong to the payee/ payees who survive all parties. Unless otherwise specifically stated in the Account by the party/parties, each surviving P.O.D. payee will own an equal share of the Account.

**Note:** If the P.O.D. Account is held by joint parties, please refer to the Joint Account section above for additional rules concerning the Account.

Annual Tax statements (IRS Form 1099) are reported under the Social Security Number of the owner whose name appears first in the Account title, and such number must be provided to the Bank when the Account is opened.

### **Totten Trust Account**

A Totten Trust Account is an Account opened by one or more individuals as trustee(s) with a right of survivorship among the parties. Ownership of the Account cannot be changed by will.

This Account belongs to the trustee/trustees during their lifetime and belongs to the beneficiary/beneficiaries upon the death of all trustees. During the lifetime of the trustee(s), he/she/they maintain sole control over the funds on deposit. The persons named as beneficiaries have no power to withdraw funds from the Account while any trustee is alive.

- (a) Where there are two or more trustees, each trustee has a right to payment from the Account. Each trustee owns his/her net contribution. In the absence of proof of net contribution and unless the trustees have specifically agreed otherwise, each trustee will own an equal share of the Account during his/her lifetime. Upon the death of a trustee, the surviving trustee(s) will continue to own his/her proportionate share of the Account. The share owned by the deceased trustee will be shared equally by the surviving trustee/trustees. Upon the death of the sole surviving trustee, the Account will belong to the beneficiary/beneficiaries.
- (b) Where there are two or more beneficiaries, the Account belongs to the beneficiary/beneficiaries who survive all the trustees. Unless otherwise specifically stated in the Account by the trustee/trustees, each surviving beneficiary will own an equal share of the Account.

**Note:** If the Trust Account is held by joint parties, please refer to the Joint Account section above for additional rules concerning the Account.

Annual Tax statements (IRS Form 1099) are reported under the Social Security Number of the trustee whose name appears first in the Account title and such number must be provided to the Bank when the Account is opened.

If you have a Joint Account, P.O.D. Account or Totten Trust Account, the Bank may make payment from the Account or may withdraw money from the Account, or may freeze the Account, including the entire balance if:

- (i) the Bank receives a levy, attachment, restraining order, court order or any other valid legal process relating to one or more of the owners of the Account; or
- (ii) pursuant to any statute or common law right of set-off, the Bank has the right to do so to satisfy a debt owed to the Bank by one or more of the owners of the Account; or
- (iii) the Bank receives a request from a bankruptcy trustee of one of the owners, the receiver in an insolvency proceeding of one of the owners or other authorized insolvency representative of any of the owners of the Account.

The Bank is not required to determine how much any owner of the Account deposited into the Account (the net contribution) when it takes any of the above actions.

### **Custodian Under the Uniform Transfers to Minors Act Account**

A Custodian Under the Uniform Transfers to Minors Act (UTMA) (formerly known as the Uniform Gift to Minors Act) Account may be opened by any adult donor who wants to make an irrevocable gift of money to a minor.

Control over the Account is given to an individual custodian who may also be the donor.

The Account is owned by the minor and may be payable to the minor when he/she reaches the age of 18 or 21, depending upon the law of the state where the Account is opened. The custodian is empowered to hold, invest or reinvest such funds as he/she may deem advisable for the support, maintenance and education of the minor.

A custodian may arrange to have someone take his or her place in the event of resignation, death or legal incapacitation by executing and dating a formal Successor Custodian Designation Form. If there is no successor custodian designated and the custodian of record resigns, dies or becomes legally incapacitated and the minor is at least 14 years of age, the minor may, generally within 60 days of the resignation, death or incapacity of the custodian, choose his or her new successor custodian by executing and dating a formal Successor Custodian Designation Form.

If the minor is under the age of 14, the minor's guardian will become successor custodian. If the minor has no guardian, a successor custodian must be appointed by a court.

The Bank shall not be liable or responsible at any time for the application of funds withdrawn from the Account by or at the direction of the custodian.

Annual Tax statements (IRS Form 1099) are reported under the minor's Social Security Number and such number, under law, must be provided to the Bank when the Account is opened.

### **Power of Attorney**

A power of attorney is a legal designation allowing one person (known as an attorney in fact) to act in place of another. It is, in effect, an order signed by an Account owner, directed to the Bank, authorizing the Bank to honor the signature of the attorney in fact until the Bank has received actual notice of revocation, or termination by death, court order or otherwise. An Account owner may revoke the power of attorney at any time by providing us with a written, sworn instruction to do so.

The death of the Account owner automatically terminates the power of attorney. The funds in the Account are always those of the owner, become a part of his/her estate upon death (for individual Accounts), and will be administered in the same manner as Accounts not affected by a power of attorney.

You may appoint an attorney in fact by completing a Bank power of attorney form or by presenting a duly executed power of attorney obtained elsewhere for the Bank's review. The executed power of attorney must contain appropriate language whereby you agree to indemnify us against any loss or liability.

The Bank will follow the instructions of the attorney in fact unless we receive prior written notice of the revocation or termination of the power of attorney at the office where your Account is located.

### **Inactive and Abandoned Accounts**

Your Account will be considered inactive or dormant by the Bank if, for twelve (12) consecutive months for Checking Accounts and after three (3) consecutive years for all other Accounts, none of the following actions have taken place:

1. A customer-generated activity, such as a deposit or withdrawal, is made to or from an Account.
2. The Account passbook, if a Passbook Account, is presented to us for updating.
3. We receive a document indicating that someone who is legally entitled to the money is aware of the Account's existence. This notification must be signed and the Bank must be satisfied that the signature is genuine.

If the Bank considers your Account to be inactive or dormant, the Bank may choose not to provide periodic statements. Once the Account meets the activity requirement set forth in this section entitled "Inactive and Abandoned Accounts", statements will resume as described.

If your Account has not been activated by a transaction and/or we have not received an appropriate letter for a period of time as specified in applicable state law or if you have not taken any other action permitted under applicable state law, your Account will be considered abandoned property and will be turned over to the appropriate State Agency. You will then be required to make a claim against the State Agency to recover any balances that were in your Account. We will charge your Account specified fees for processing your Account under the abandoned property laws. Once funds are turned over to the appropriate State Agency, the Bank will have no further liability or responsibility with respect to the funds.

### **Account Transfer**

You may not pledge, assign, or otherwise transfer an Account to someone else unless we give our written consent. An Account is not considered transferred if:

- (a) Title or beneficial interest in it passes in circumstances involving: death, bankruptcy, marriage, divorce, judicial attachment, incompetence or other legal means; or
- (b) if it is reissued by the Bank in another's name.

### **Changes in Terms**

The Bank may change these rules and regulations and add new rules and regulations from time to time. The Bank may also change the interest rates, the minimum Account balance requirements, the service and maintenance charges and the banking hours from time to time. Each of the changes will be binding on you and your Account when we post a notice in the Bank or when we mail you written notice to your last known address of the change, if required by law and in the manner prescribed by law. Copies of revised policies will also be available at all our branches.

### **Conflicts**

If there is a conflict between information stated in any Bank agreement or brochure (including this one) and something said by one of our employees, the Bank will adhere to the written information and declare it binding.

The Bank may refuse to follow any depositor instructions that we believe will expose us to potential liability under law or regulation. We may require adequate security to protect the Bank from any loss and expense incurred in following such instructions.

### **Notice of Negative Information**

Federal law requires us to provide the following notice to customers before any negative information may be furnished to a nationwide consumer reporting agency.

Negative information includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you; only that we may report such information about customers that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another notice.

We may report information about your Account to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.

### **Standard of Care**

The Bank uses automated systems to process checks and other items. Use of such systems allows the Bank to handle a large volume more efficiently and at lower costs to you. To the extent that the systems used by the Bank are consistent with general banking practice, you acknowledge that their use will constitute the exercise of ordinary care by the Bank. Accordingly, we will not be liable to you for forgeries or alterations that could not have been detected by the use of such systems.

If the Bank does visually review any check or other item, the Bank may disregard any restrictive instructions or notations, such as an instruction to permit withdrawals only upon more than one signature. The Bank may return the item unpaid if, in our opinion, it does not bear a signature matching any specimen signature the Bank has on file for your account. You agree, however, that the Bank will not be liable to you for honoring any checks or other item bearing a signature that, in our sole opinion, resembles the specimen signature on file with us.

The Bank may in some cases attempt to contact you about certain checks or other items or debits presented for payment against your account. If the Bank is unable to contact you that same day, or decides to take some other steps in order to determine that you authorized these payments, the Bank may either pay the checks and other items or debits or return or reject them without any liability to you.

### **Recording and Monitoring**

You agree that the Bank may record or monitor any conversations or communications with us. We are, however, not obligated to do so and may choose not to in our sole discretion.

### **Electronic Communications**

Any communication contemplated by this Agreement may be delivered by electronic means if you have agreed to electronic notices rather than via U.S. mail or other means to the extent permitted by law.

### **Claims Against the Bank**

You authorize the Bank to charge any Account for any check, draft and other negotiable instrument, including substitute and remotely created checks, deposited to your Account or cashed, Automated Clearing House (“ACH”) entries and all other types of external and book-entry funds transfers, (all of the preceding, collectively, item) if we are made aware that such is being or has been returned unpaid (or, for checks drawn on other Accounts with us, the check is dishonored by the Bank for any reason), without regard to whether such return or dishonor is timely, even after final payment of the item. We may charge any Account whether or not the check is returned to us, and whether or not we can return the item or a copy to you. This right shall extend to any check or other item deposited into your Account or cashed, that is finally paid and then is returned because a claim is made that the check or other item was altered, forged, unauthorized, has a missing signature or should not have been paid for any reason.

You authorize the Bank to charge any Account for the amount of any claim that is made, or lawsuit instituted, against the Bank (even if the claim is made after the expiration of the midnight deadline or is otherwise untimely) by another bank or financial institution, or any other person or entity, under the following circumstances: (i) the claim or lawsuit relates to the circumstances described in the preceding sub-section; (ii) an adverse claim is made to the funds in an Account, or a dispute develops with respect to such funds, by a third person (including a claim for refund of a direct deposit), or (iii) any other claim arising under applicable law, including without limitation the Uniform Commercial Code or Regulation CC, is asserted against the Bank.

In lieu of charging your Account as stated in the above paragraphs, the Bank may hold an amount equal to the amount of the check or other item, or claim, from your Account pending a resolution of the claim, release of the Bank, or a final court decision.

The Bank may exchange information concerning such claims and lawsuits with third parties.

### **Legal Process**

The Bank is required to comply with any legal process served upon it that pertains to your Account, including, without limitation, executions, restraining notices, subpoenas, levies, tax notices, garnishments, writs of attachment or other legal process (collectively, the “legal process”). We may, in our discretion and if permitted by law, notify you of the service of the legal process in writing or by telephone.

We may also assess a fee, as disclosed in the Schedule of Fees and Services. If we do not receive full reimbursement for our time in researching our Account records, costs of reproduction and photocopying and any and all other costs of handling the legal process, from the party who served it upon us, you will be responsible for reimbursing the Bank and we may charge your Account for such costs. These costs are in addition to the legal process fee.

You agree that you will indemnify, defend and hold the Bank harmless from and against all actions, claims, losses, liabilities and costs and expenses (including attorney’s fees) that result from, or arise in connection with, our compliance with the legal process that we believe in good faith to be valid.

We are not required to pay interest on funds that are held or set aside to satisfy the payment of any judgment pursuant to the legal process served upon the Bank.

We are authorized to honor the legal process served by ordinary mail, facsimile transmission or electronically, or at any of our offices, even if the law requires that the legal process be served by personal delivery, certified or registered mail, or at the office where your Account is maintained.

### **Endorsements**

When the Bank processes a check deposit for collection, it is required to place its endorsement stamp on the back of the check. Your endorsement must be placed on the back of the check in the area from 0.0 to 1.5 inches from the trailing edge of the check (the left side of the check looking at it from the front) to avoid obscuring other bank endorsements. You assume all responsibility and liability for any loss that the Bank or you may suffer if you place your endorsement such that it obscures other endorsements and that causes delays in the forward processing and/or return processing of the check. The Bank may refuse to accept a check for deposit if it is not properly endorsed in the correct place.

### **Statements and Account Errors**

The following applies to all accounts with the exception of Certificates of Deposit.

You will be sent a statement whenever your Account has a transaction during that statement period. Otherwise, we will furnish you with a statement of Account at least quarterly for the agreed upon period. For Checking Accounts and Money Market Accounts we will enclose images of cancelled checks. We will send the statement to you at your last address shown on our records.

If the Bank considers your Account to be inactive or dormant, the Bank may choose not to provide periodic statements. Once the Account meets the activity requirement set forth in your Account Agreement or Account Terms and Conditions, statement delivery will resume as described. (Refer to the section entitled "Inactive and Abandoned Accounts" for further information regarding inactive or dormant Accounts.)

Instead of returning the actual cancelled checks with the statement of Account you agree to accept images of paid checks. Where images are provided, the statement of Account will specify the check number, dollar amount and date paid as to each paid check. You agree that this information will enable you to properly reconcile your Account. We will retain the original or copy of the check, if it was sent to us, for such time as may be required by law; otherwise you acknowledge that the original cancelled check may be destroyed after a reasonable period of time as determined by us. Some utilities, merchants, and other billers may convert your check into an Electronic Funds Transfer; since we do not receive your check, neither a cancelled check nor its image is available from us. We may also elect to receive electronic images from other financial institutions in lieu of original checks; if we receive an electronic image for payment, the cancelled check is not available; however, the image will be included in your statement.

We send all statements and notices by ordinary mail, postage prepaid (unless otherwise required by law), unless you and the Bank agree otherwise. All statements and notices (including any that are returned to the Bank as undeliverable) are considered to have been delivered to you on the date that we deposit them in the mail. We are not responsible, and you assume the risk for, any statement or notice that is lost in the mail and not received by you. See the section entitled "Change of Address" for your obligations to notify the Bank of any change in address or non-receipt of statements or notices.

It is your duty to exercise reasonable care and promptness to examine each statement upon receipt and to inform us in writing within 14 days (for accounts opened in New Jersey and New York) or 30 days (for accounts opened in Arizona, Florida and Ohio) from the mailing of the statement or the time it is made available to you, of any errors, discrepancies, irregularities, unauthorized or other improper debits or transactions (collectively, the "Error"). You must sufficiently describe the nature of the Error. If you do not report the Error to us within this time period: (i) the statement will be deemed correct; (ii) the Bank will be released from all liability to you; (iii) the Bank will not be responsible for any loss suffered by you; and (iv) you shall be precluded from instituting any legal action or proceeding against the Bank to recover for any alleged loss resulting from the Error.

For the purpose of the above sub-section (d), the Error includes, by way of example, but not limited to: (i) an unauthorized or missing drawer's signature; (ii) an alteration (such as a change in the name of the payee or amount); (iii) an unauthorized or missing endorsement; (iv) debiting of your Account based upon a check or item you have written for an incorrect amount; (v) failure to credit a deposit to your Account; or (vi) unauthorized transfer.

If you have provided the Bank with timely notice of the Error, under the paragraphs above, and the Bank refuses to reimburse you for the alleged loss, you must also commence any legal action or proceeding against the Bank within one year after the statement or items are made available to you if the Error consists of Customer's unauthorized signature on or any alteration on the item. If the Error consists, however, of Customer's unauthorized endorsement on the item, you must commence any legal action or proceeding against the Bank within three years after the cause of action accrues. Your failure to so act within these time periods bars any action against the Bank based on such unauthorized signature, alteration, and unauthorized endorsement Errors.

### **Account Inquiries**

We may answer inquiries about our relationship and experience with you unless the inquiry is prohibited by applicable law.

You authorize us, in our sole discretion, to provide funds availability verification upon oral (including telephone) or written inquiry, made by a person whom the Bank, in good faith, believes to be the payee or other holder of a check that you have written, regarding sufficient funds to cover the check. This provision does not obligate the Bank to verify funds availability and we can refuse to verify such availability without cause and without giving you prior notice, even if we have honored similar requests on prior occasions, for the same person or other persons. We shall have no liability to you based upon any claim that the Bank did or did not provide such information.

### **Credit Information and Disclosure of Your Information**

You agree that we may obtain and use consumer reports and other information verification reporting services and exchange credit information in connection with this Agreement or any service you obtain from the Bank or any new, updated or renewed service, product or extension of credit the Bank extends to you, or for any other legitimate business purpose. In addition, in connection with this Agreement, and/or in connection with a request for Bank products and services, we may obtain a consumer report on you.

The Bank may do so at the time you open an Account, request the service, at any time while your Account is open, or the service is available, or after your Account or service is closed if you owe the Bank any amounts related to your Account or service and the Bank may use such information for any purpose, except as prohibited by law.

We may report information about your Accounts to credit bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your consumer report.

If you or another owner or authorized signer of your Account(s) or service(s) link your Account(s) or service(s) to another Account(s) or service(s) on which another person(s) is an owner, authorized signer or authorized user, or you authorize payment to or from your Account by, from or to a third party, you are deemed to give permission for disclosure of information regarding your Accounts and service(s) including, without limitation, transaction, balance and Account number information to such other person, their other authorized representatives, or to any other person who could lawfully obtain information about such person.

Except as otherwise prohibited by law, you agree that the Bank may share with Bank affiliates any information about you that you provide, or that the Bank obtains as a result of transactions or other activity for, among other things, the purpose of ordering products and services that we believe may be of interest to you.

In addition to the above, we may disclose information about you to the extent permitted by law.

### How to Get Additional Information

If you have any questions regarding the information provided in this booklet or your Account relationship with the Bank, you may call us at:

- For the AmTrust Bank division – (888) 696-4444
- For the Ohio Savings Bank division – (800) 696-2222
- For all other divisions – (877) 786-6560

For international callers:

- For the AmTrust Bank division – (216) 588-4620
- For the Ohio Savings Bank division – (216) 987-8787
- For all other divisions – (516) 247-7006

You may also write to:

**New York Community Bank**  
**Attn: Customer Contact Center**  
**7570 Northcliff Avenue**  
**Brooklyn, OH 44144**

## Section III – ELECTRONIC FUNDS TRANSFER DISCLOSURE STATEMENT/ATM CARDHOLDER/VISA® CHECK CARD AGREEMENT

### Introduction

As a consumer who uses Electronic Funds Transfer services, you have certain rights and responsibilities. These rights and responsibilities are defined by the Electronic Fund Transfers Act (“EFTA”) and Regulation E of the Federal Reserve Board. Accordingly, the liability limitations and Error Resolution as discussed in this section are not applicable to non-consumer Accounts.

This Electronic Funds Transfer Disclosure Statement (“EFT Disclosure Statement”) applies to Consumer Accounts with respect to transactions subject to the EFTA and Regulation E (for example: ATM/Visa® check card, Online Banking, ACH transactions, telephone banking). If the Electronic Funds Transfer transactions made by you are not from an Account established primarily for personal, family or household purposes, or if the type of transaction is not governed by the EFTA, the rights described below are not applicable to you.

### Definitions

Terms which are not defined in this EFT Disclosure Statement shall have the meanings assigned in the appropriate corresponding agreement or disclosure provided by the Bank.

- “Account” means a checking, savings or other consumer asset Account held either directly or indirectly by the Bank and established primarily for personal, family or household purposes.
- “Access Device” means a Card, code, or other means of access to a consumer’s Account, or any combination thereof, that may be used by the consumer to initiate electronic fund transfers.
- “Electronic Funds Transfer” and “Transfer” mean any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purposes of ordering, instructing, authorizing the Bank to debit or credit your Account, including, but not limited to, Automated Teller Machine, online banking, telephone banking, Point-of-Sale, Debit Card (Visa® check card) (whether or not an electronic terminal is used), Check Electronification, and Pre-Authorized Transfers or Payments (i.e., Automated Clearing House (ACH) transactions).
- “Pre-Authorized Debits” are direct withdrawals from your Account(s) authorized in advance to a particular person, company or government agency made at substantially regular intervals.
- “Pre-Authorized Credits” are direct deposits to your Account(s) from a particular person, company or government agency made at least once every 60 days, which you have arranged in advance (i.e., Social Security Payments).
- “You”, “your” and “cardholder” mean each person who has been given access by the Bank to make deposits, transfers, withdrawals or payments to or from an Account via Electronic Funds Transfer.
- “Business Day” means Monday through Friday. Federal holidays are not included, nor are days when the Bank is closed due to emergency conditions.
- “ATM Card” means a plastic card issued to you by the Bank which can be used to perform the transactions described in this Agreement and any additional cards or renewals.
- “Debit Card” means your VISA® check card issued by the Bank which can be used to perform the transactions designated in this Agreement and any additional cards or renewals.
- “Card” is used to refer to both ATM Cards and Visa® check card .
- “PIN” means the 4-digit personal identification number assigned by the Bank, or selected by you, which must be used with the Card to perform ATM and POS (Point-of-Sale) transactions and with such other transfers as required by the Bank.
- “Shared Network” means any networks the Bank currently belongs to or joins in the future that will accept the Card.

### Types of Transfers and Services Available

*Certain transfers and/or services may not be available for certain account types.*

- Using the Card: You may use the Card to initiate various transfers of funds and obtain other services. These transfers and services are described in the New York Community Bank ATM Cardholder/Visa® Check Card Agreement, which is contained in this booklet.

b) Using Your Check: Check Electronification: Additionally, your check can result in an Electronic Funds Transfer. This can happen in several ways. For example: You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an Electronic Funds Transfer. At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a charge in the event the check is returned for insufficient funds. Paying such a fee electronically is an Electronic Funds Transfer. Your authorization to make these types of Electronic Funds Transfers may be expressed in writing or implied through the posting of a sign.

c) Using the Telephone or Online Banking: You may access your Account by telephone 24 hours (daily) at the following phone numbers:

- For the AmTrust Bank division – (888) 696-4444
- For the Ohio Savings Bank division – (800) 696-2222
- For all other divisions – (877) 786-6560

For international callers:

- For the AmTrust Bank division – (216) 588-4620
- For the Ohio Savings Bank division – (216) 987-8787
- For all other divisions – (516) 247-7006

Use the above phone numbers or personal computer to:

- Transfer from/to your Checking and/or Statement Savings Accounts.
- Obtain information about Account balances, checks that have cleared, deposits and withdrawals.

#### **Deactivation of Access Device for Non-Use**

- ATM Card and Visa® check card – If you do not use your ATM Card or Visa® check card (excluding HSAs) for a period of one year, the Card will be deactivated and will no longer be valid.
- Online Banking User ID – If you do not use your Online Banking and Bill Payment for a period of one year, your online banking profile will be deactivated.

#### **Right to Receive Documentation of Transfers**

a) Receipts: You may get a receipt at the time you make any transfers to or from your Account using one of our ATMs or merchants' Point-of-Sale terminals. You can also print receipts pertaining to your Online Banking transactions through your Internet browser. If you perform more than one transfer at a time, your receipt may contain information about more than one transaction.

b) Periodic Statements: If you have a Statement Account, we will send you a statement showing all activity in your Account each month, unless there are no Electronic Funds Transfers (EFT) in a particular month. In any case, you will receive a statement at least quarterly. For the AmTrust Bank and Ohio Savings Bank divisions: If you have a passbook savings account and you perform an EFT, you will receive a statement for each month in which an EFT occurs, and at least quarterly.

c) Passbook Accounts Where the Only Possible Transfers Are Pre-Authorized Credits: Upon presentation of your passbook, we will record any electronic deposits that were made to your Account since the last time you brought in your passbook.

#### **Pre-Authorized Transfers (including Social Security)**

If you have arranged to have Pre-authorized Transfers made to/from your Account, you can call the Bank to find out if the deposit or withdrawal was made at:

- For the AmTrust Bank division – (888) 696-4444
- For the Ohio Savings Bank division – (800) 696-2222
- For all other divisions – (877) 786-6560

For international callers:

- For the AmTrust Bank division – (216) 588-4620
- For the Ohio Savings Bank division – (216) 987-8787
- For all other divisions – (516) 247-7006

If you want to verify Social Security deposits, please call after the third day of each month.

#### **Your Liability for Authorized Transfers**

All Account owners are fully responsible for all transactions processed by or permitted by you or by any other cardholder of the Account.

#### **Your Liability for Unauthorized Transfers**

Tell the Bank AT ONCE if you believe your Card, PIN or Password has been lost or stolen or if you believe that an Electronic Funds Transfer has been made without your permission using the information from your check. Telephoning is the best way to keep your possible losses down. You could lose all the money in your Account, plus your maximum overdraft line of credit.

If you notify the Bank within two (2) business days after you learn of the loss or theft of your Card, PIN or Password, \$50 is the maximum you can lose if someone uses your Card, PIN or Password without your permission. If you do NOT notify the Bank within two (2) business days after you learn of the loss or theft of your Card, PIN or Password and the Bank can prove that it could have stopped someone from using your Card, PIN or Password if you had told the Bank, you can lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, code or other means, tell the Bank AT ONCE. If you do not notify the Bank within sixty (60) days after the statement was mailed to you, you may not get back any monies you have lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you had told us in time.

If a good reason (such as extended travel or a stay in the hospital) kept you from telling us, we may extend the time period. If you believe your Card or PIN/Password has been lost or stolen contact the Bank at the telephone number and address listed in the Error Resolution Notice section.

You should also call the number or write to the address listed therein if you believe a transfer has been made using information from your check without your permission.

### **Debit Card Exception to Liability for Unauthorized Transfers**

For NYCB Visa® check card transactions only, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions processed with your NYCB Visa® check card. This additional limit on liability does not apply to ATM transactions, to transactions using your PIN that are not processed by Visa®, or to commercial cards.

### **Error Resolution Notice**

In Case of Errors or Questions About Your Electronic Transfers write to us or call us at the address and telephone numbers listed in this section as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days (five (5) business days for NYCB Visa® check card Point-of-Sale transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days (five (5) business days for NYCB Visa® check card Point-of-Sale transactions) 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 ten (10) business days, we may not credit your Account.

For errors involving new Accounts, Point-of-Sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (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.

If you believe there is an error or omission on your statement or receipt or if you need more information about a transfer listed on the statement or receipt, write us or call the Bank at:

**New York Community Bank  
Attn: Card Services  
125 Kennedy Drive, Suite 400  
Hauppauge, NY 11788**

- For the AmTrust Bank division – (888) 696-4444
- For the Ohio Savings Bank division – (800) 696-2222
- For all other divisions – (877) 786-6560

For international callers:

- For the AmTrust Bank division – (216) 588-4620
- For the Ohio Savings Bank division – (216) 987-8787
- For all other divisions – (516) 247-7006

### **Disclosure of Account Information to Third Parties**

As detailed more fully in our Privacy Policy, we may disclose information about your Account or transactions to third parties in the following circumstances:

- (i) When it is necessary to complete transactions or resolve errors involving your Account; or
- (ii) To verify the existence and condition of your Account to third parties, such as a credit bureau or merchant; or
- (iii) To comply with legal process, such as orders or subpoenas from government agencies or courts; or
- (iv) In connection with any authorization messages transmitted in Point-of-Sale (POS) transactions; or
- (v) If you give the Bank written permission; or
- (vi) Under such circumstances not prohibited by law, where we determine that disclosure is necessary or appropriate.

### **New York Community Bank's Failure to Complete an Electronic Funds Transfer**

You agree to maintain sufficient collected funds in your Account to cover any authorized transfers or payments. If you do not have sufficient funds in your Account there may be a charge for each transaction that the Bank is not able to process because of your insufficient or uncollected funds.

The Bank will make every effort to assure that your deposits, transfers and withdrawals are made quickly and correctly. If you request that we automatically transfer funds on a specific date, we will make one attempt to electronically transfer the funds on that date. If sufficient funds are not available, the transfer will not be completed unless the Bank has further directions from you.

If the Bank does not complete a transfer to or from your Account on time or in the correct amount, according to our agreement with you, the Bank will be liable for your actual losses or damages (as provided by law) if the Bank directly caused them. However, there are some exceptions. The Bank will NOT be liable, for instance, if:

- (i) The Bank does not receive sufficient information to complete the transaction.
- (ii) The funds in your Account are uncollected, subject to legal process or other encumbrance restricting the transaction.
- (iii) Your Account does not contain enough available funds.
- (iv) The amount would exceed the credit limit available for your Account.
- (v) Your Account is frozen because a joint owner of the Account notified the Bank to do so.
- (vi) Your Account has been closed.
- (vii) Some other problem prevents the Bank from completing the transaction the way you requested, and the Bank is able to correct the problem and does complete the transaction later. The delay causes you no losses or damages which you can prove in court.
- (viii) Your Card or PIN was reported lost or stolen.
- (ix) The ATM you are making the withdrawal at does not have enough cash.
- (x) The ATM is temporarily out of service or closed for maintenance.
- (xi) The ATM or the Bank's computer system was not working properly and you knew that when you started the transaction.
- (xii) Circumstances beyond the Bank's control (such as fire, flood, labor dispute, power or computer failure) prevent the Bank from completing the transaction, despite reasonable precautions the Bank has taken.
- (xiii) Your Card or PIN privileges have been cancelled.
- (xiv) The Bank does not complete the transaction because it is protecting the security of your Accounts or its system.

### Stopping Payment of Pre-Authorized Debits

#### 1. Right to Stop Payment and How to Do It

If the Bank agreed in advance to make regular payments out of your Account, you can stop any of these payments by calling the Bank or writing to the Bank in time for the Bank to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will also require you to put your request in writing and get it to the Bank within fourteen (14) days after you call or it shall cease to be binding. There will be a service charge for each stop payment order as specified in the Schedule of Fees and Services.

To request a stop payment, telephone the Bank at the following phone numbers:

- For the AmTrust Bank division – (888) 696-4444
- For the Ohio Savings Bank division – (800) 696-2222
- For all other divisions – (877) 786-6560

For international callers:

- For the AmTrust Bank division – (216) 588-4620
- For the Ohio Savings Bank division – (216) 987-8787
- For all other divisions – (516) 247-7006

You may also write to:

**New York Community Bank  
Attn: Customer Contact Center  
7570 Northcliff Avenue  
Brooklyn, OH 44144**

#### 2. Liability for Failure to Stop Payment

If you order the Bank to stop a Pre-authorized Transfer from your Account three (3) business days or more before the transfer is scheduled, and the Bank does not do so, the Bank will be liable for your direct losses or damages you can prove.

#### 3. Notice of Varying Amounts

Where a Pre-authorized Transfer from your Account varies from the previous transfer made by the same authorization, the Bank or the person you are going to pay will send you a written notice ten (10) days before the scheduled payment, explaining when it will be made and how much it will be. You may choose instead to be notified only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set.

### Fees and Charges

When you use an ATM not owned by us, you may be charged a fee by the ATM operator, as well as by us, or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Point-of-Sale transactions with signature may be processed as either a Visa® check card transaction on the NYCE®/PLUS® networks. In addition, we may charge you a fee for PIN-based Point-of-Sale transactions and we generally do not charge a fee for signature-based Point-of-Sale transactions where no PIN is used, except in the case of transactions conducted in other countries.

Please refer to the Bank's separate Schedule of Fees and Services for further information regarding fees and charges.

### Future Changes and Cancellations

The Bank has the right to change this ATM/Visa® check card Agreement, and will notify you in writing at least twenty-one (21) days before the effective date of any change that will:

- Increase any fees or charges or your liability; or
- Reduce the Electronic Funds Transfer services available to you; or
- Place stricter limits on the frequency of transactions; or
- Decrease the daily maximum amount of cash you can withdraw in a day.

No advance notice is required for changes that are necessary for security reasons.

## Account Agreement and Other Regulations

The Accounts you make transfers to or from are governed by the conditions described in this EFT Disclosure Statement, as well as all other agreements and disclosures you signed or received when you opened the Account(s), together with all subsequent additions and amendments to such agreements and disclosures.

## Payroll Card Account Information

*(Payroll Cards are only offered in New Jersey and New York)*

You may obtain information about the amount of money you have remaining in your payroll card Account by calling us at the numbers listed below. You will receive as monthly statement listing all transactions performed using the payroll card. You also have the right to obtain a 60-day written history of Account transactions by calling us at the aforementioned telephone numbers or by writing us at:

**New York Community Bank**  
**Attn: Card Services**  
**125 Kennedy Drive, Suite 400**  
**Hauppauge, NY 11788**  
**(877) 786-6560**

**For international callers, call us at (516) 247-7006**

## Payroll Card Error Resolution

In Case of Errors or Questions About Your Payroll Card Account telephone or write us at the number or address listed above as soon as you can, if you think an error has occurred in your payroll card Account. We must hear from you no later than 60 days after the earlier of the date you electronically access your Account or the date we sent the FIRST statement or written history on which the error appeared. You may request a written history of your transactions at any time by following the steps above. You will need to tell us:

- (1) Your name and your payroll card/Account number.
- (2) Why you believe there is an error, and the dollar amount involved.
- (3) Approximately when the error took place.

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 after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days for the amount you think is in error, so that you will have 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. For errors involving new Accounts, Point-of-Sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 business days to credit your Account for the amount you think is in error.

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

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

If you need more information about our error-resolution procedures, call us at the telephone number shown to the left.

## ATM Cardholder/Visa® Check Card Agreement

### A. Introduction

This ATM Cardholder/Visa® Check Card Agreement (“ATM/Check Card Agreement”) and the Electronic Funds Transfer (EFT) Disclosure Statement govern the relationship between New York Community Bank (referred to as the “Bank”) and each person to whom the Bank issues an ATM Card or Visa® check card (each such person referred to as “you”, “your”, or “cardholder” who is the same person as the Customer in the Personal Deposit Account Agreements and Disclosures). Your retention of, signature on, use of or control of a Card constitutes your agreement to comply with this ATM/Check Card Agreement as amended from time to time.

This section addresses terms and conditions in addition to the EFT Disclosure Statement in this booklet.

### B. Information Relating to both ATM and Visa® Check Card

#### 1. Card Functions

You may use your Card and PIN for:

- (a) Balance inquiries
- (b) Cash withdrawals
- (c) Deposits (at one of our ATMs)
- (d) Funds transfers between your Accounts
- (e) Purchases at Point-of-Sale (“POS”) locations that accept the Card

Some of these functions may not be available at all ATMs or POS terminals.

#### 2. Limit on Dollar Amount and Frequency Each Day

(a) You may make only three (3) cash withdrawals from automated teller machine terminals every 24 hours using your ATM/Visa® check card. You can use our point-of-sale transfer service for ten (10) transactions every 24 hours using your ATM/Visa® check card.

#### (b) For the AmTrust Bank and Ohio Savings Bank divisions:

- Using your ATM Card, you may withdraw up to an aggregate of \$505.00 for ATM and POS transactions every 24 hours for checking accounts and an aggregate of \$505.00 for ATM transactions every 24 hours for money market and savings accounts.

- Using your Visa® check card, you may withdraw up to an aggregate of \$505.00 for ATM transactions every 24 hours.
- Using your Visa® check cards, you may purchase up to an aggregate of \$1,500.00 for POS transactions every 24 hours.

(c) For all other divisions:

- Using your ATM Card or Visa® check card, you may withdraw up to an aggregate of \$505.00 from our terminals every 24 hours.
- Using your ATM Card or Visa® check card, you may purchase up to an aggregate of \$1500.00 for POS transactions every 24 hours.

ATMs or POS terminals or their operators may have other limits on the amounts or frequency of transactions.

### 3. Documentation of Transactions

All deposits made at an ATM are accepted subject to our verification. All ATM deposits will be counted by at least two employees. If the amount you have indicated for deposit is different than the amount we verify, the deposit to your Account will be adjusted to the verified amount. All checks deposited at the ATM are subject to the Bank's Funds Availability Policy. Double endorsed checks will not be accepted at our ATMs. We retain the right to charge any of your Accounts with us for the amount of any check returned to us unpaid.

### 4. Card and PIN Security

For the AmTrust Bank and Ohio Savings Bank divisions: To access Account information through an ATM service, you must first choose a password or a secret, confidential code called a PIN (personal identification number), via the VRU (telephone banking system) or at any of the Bank-owned ATM terminals.

For all other divisions: To access Account information through an ATM service you will receive a PIN mailer to the address on file with the bank. If you wish to change your PIN, you may do so by accessing the VRU (telephone banking system) or at any of the Bank-owned ATM terminals.

You agree and shall instruct each cardholder not to select any portion of your Social Security Number, birth date or other combination that an unauthorized individual might be able to guess by looking through your wallet or personal belongings. Under no circumstances should you keep your PIN or password in your wallet. If you should give your PIN or password to someone else for any reason, you are authorizing all transfers made by that person from your bank Account. If someone is authorized to use your Account and you want to end that person's privileges, you must notify the Bank in writing at the address listed in the Error Resolution Notice section of the EFT Disclosure Statement in this booklet. You are required to sign the back of the Card as soon as the Card is delivered and before it is used. You agree to establish and maintain procedures to ensure the confidentiality of the PINs and security procedures and the security of the Card. In addition, you agree to immediately notify us when a card user's rights are terminated.

### 5. Consecutive PIN Failures

After three consecutive PIN failures, the Card will be deactivated. You must contact the Bank to reactivate the Card.

### 6. Card Capture

If you try to use a Card which has been reported lost or stolen, the Card may be captured (i.e., retained). If that happens, the Bank will not be liable to you for your failure to complete the attempted transaction, or your loss of the Card or its use.

### 7. ATM Unavailability

Should an ATM be unavailable at any time due to malfunction, repair, servicing, or any other reason, the Bank will not be liable for your failure to complete a transaction at such a machine.

### 8. Card Ownership, Termination

Cards are the property of the Bank and are made available, along with the ATMs, as a service to the Bank's customers. If the Bank requests return of any Cards issued to you, you are required to return it immediately. The Bank has the right to cancel your Card and privileges or this Agreement and at any time without advance notice to you.

### 9. Overdrafts

You agree not to use your Card when the available balance in your Account, including any available line of credit associated with it, is insufficient to pay the amount of the withdrawal, transfer or purchase.

### 10. Right to Stop Payment

You are not permitted to stop payment on any transfer, purchase or withdrawal made with your Card and the Bank will have no obligation to honor any such stop payment request by you, except as provided in the EFT Disclosure Statement.

### 11. Liability and Notification for Unauthorized Use of Your Card

If you subsequently find a Card you reported lost or stolen, you agree not to use it, but to request a new one. New York Community Bank requires a lost Card affidavit to be signed for all Cards reported lost or stolen.

### 12. Illegal Activities

A Visa® check card may not be used for unlawful transactions. We have the right to refuse a transaction that we reasonably believe involves illegal activities.

### 13. Other Agreements

All terms, conditions and agreements which govern your Account(s) (whether set forth in your Account Rules, any related rules and regulations or otherwise) also apply to the ATM/Visa® check card, except where this ATM/Visa® check card Agreement provides differently.

#### 14. Amendments

The Bank may change the terms of this ATM/Check Card Agreement at any time. The Bank will give you written notice at least twenty-one (21) days before an amendment becomes effective if it will result in increased fees or liability to you or stricter limitations on the transactions you can make; if, however, an immediate change is necessary the Bank may make amendments without prior notice. If such a change is made permanent and disclosure would not jeopardize the security of the Account or system, the Bank will provide written notice to you on or with the next regularly scheduled periodic statement or within 30 days of making the change permanent.

#### 15. Pre-Transaction Notices (at other ATMs) and Governing Law

If you utilize your Card at an ATM at another institution in the States of New York or New Jersey that participates in the same Shared Network to which the Bank belongs, you will be informed of any fee charged by the operator for usage as follows:

- (a) By posted notice in the ATM area, which will state that a fee will be imposed and the amount of the fee.
- (b) A notice on the ATM screen or ATM-generated slip that discloses the type of fee and the amount and that you may cancel the transaction without being charged a fee.

The same or similar disclosures may be made available as required by Federal or individual state law or regulation in areas outside the States of New York or New Jersey. This ATM/Check Card Agreement and your use of a Card will be governed by the laws of the state in which your account is established and housed, to the extent not superseded by the laws of the State of New York or Federal law.

#### 16. Foreign Transactions

The exchange rate between the Transaction Currency and the Billing Currency used for processing International Transactions is a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable Central Processing Date, which rate may vary from the rate Visa® itself receives or the government-mandated rate in effect for the applicable Central Processing Date in each instance, plus or minus any adjustment determined by the issuer. All international transactions will be assessed various fees for the transactions performed. Please refer to the Schedule of Fees and Services for applicable fees.

### C. Information Relating Only to the Visa® check card

#### 1. Visa® check card Functions

Your Visa® check card, in addition to being able to perform all ATM Card functions, can also be used to purchase goods and services at merchant locations where Visa® Cards are accepted. The sales slip will be your receipt for the transaction.

#### 2. Authorization to Debit or Credit Account

Each time your Visa® check card is used you authorize the Bank to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Visa® check card, whether or not signed by you, and the Bank is permitted to handle such sales drafts, orders and credit vouchers. The Bank will place a hold on funds in your Account (or any part of available funds from your associated overdraft product) equal to the authorized amount of any purchase. Any purchase or cash withdrawal may be subject to authorization by the Bank or the Visa® Authorization Center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your available balance or your applicable credit limit.

#### 3. Refunds on Purchase

Cash refunds will not be made to you on purchases made with a Visa® check card. If a merchant who honors a Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending the Bank a credit voucher which the Bank will apply as a credit to your Account. Any claim or defense with respect to property or services purchased with your Visa® check card must be handled by you directly with the merchant or other business establishment which accepts the Visa® check 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 appropriate charges the Bank may be authorized to impose.

#### 4. Disclosure of Personal Data

The Bank may provide the cardholder's personal data to Visa® U.S.A., its Members, or their respective contractors for the purpose of providing emergency cash and emergency card replacement services. By use of your Visa® check card or signature on the Card, you consent to the release of this information. The term "Members" is defined in the Visa® U.S.A. Operating Regulations/Visa® International Operating Regulations.

### **ATM User Safety Precautions**

To help ensure your personal safety and the security of your financial transactions while using an Automated Teller Machine (ATM) or night deposit facility, consider the following safety precautions.

- Use the Card wisely; keep records of all your financial transactions. Review your banking statement as soon as possible.
- The activities of our ATM facilities are being recorded by one or more surveillance cameras.
- Don't use ATM facilities unless there is adequate lighting both inside and outside.
- Be alert to the area in and around the ATM, especially after dark. Be cautious if other people are standing near the area. Consider using a different location if you feel it is unsafe.
- You should close the entry door completely upon entering and exiting the ATM facility.
- Do not permit any unknown persons to enter the facility with you after regular banking hours.

- Don't let others see the ATM screen or keypad as you enter information.
- Make sure you have completed your transaction and properly exit from the ATM terminal before allowing the next person to use the ATM.
- Place all cash securely upon your person before exiting the ATM facility.
- Always take the ATM receipt with you, don't leave personal notes or papers in the ATM area.
- Never write your Personal Identification Number (PIN) or code on the Card.
- Never give your PIN or code to anyone.
- Don't help someone learn how to use the ATM using your Card.
- Exercise caution when making an ATM withdrawal, particularly from a machine that is located in a non-bank environment, such as a grocery store, deli or shopping mall. Some of these machines may be fraudulent and can steal your personal information.
- When using a drive-up ATM, make sure all of your car doors are locked and that only the drivers-side window is open. Be alert to anyone approaching your car.
- If the ATM card reader appears different or affixed with tape or glue, do not use the machine. This could be a fraudulent reader used to capture your card information.
- Where emergency assistance is required due to criminal activity or medical emergency, call 911 at the nearest public telephone.
- Complaints concerning security at the Bank's ATM or night deposit facilities should be directed to the Bank's Security Department the following phone numbers:
  - For the AmTrust Bank division – (888) 696-4444
  - For the Ohio Savings Bank division – (800) 696-2222
  - For all other divisions – (877) 786-6560

You may also call:

- For Arizona: (602) 771-2800, the Arizona Department of Financial Institutions
- For Florida: (850) 410-9800, the Florida Office of Financial Regulation
- For New Jersey: (609) 292-7272, the New Jersey State Banking Department
- For New York: (877) BANK-NYS (877-226-5697), The New York State Banking Department
- For Ohio: (800) 321-3100 or (614) 728-8400, Ohio Department of Commerce – Division of Financial Institutions

## Section IV – Taxpayer Identification Number and Certification Information

### Introduction

If you are subject to U.S. Information Return Reporting or IRS Backup Withholding rules, Section 6109 of the Internal Revenue Code requires you to furnish your correct Taxpayer Identification Number (TIN) to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, or contributions you made to an Individual Retirement Account (IRA) or other

qualified plan. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return.

We use your Bank Account signature card to furnish your correct TIN to the IRS, and, when applicable, (1) to certify that the TIN you are furnishing is correct, (2) to certify that you are not subject to backup withholding, and (3) to certify you are a U.S. person (including a U.S. resident alien). Furnishing your correct TIN and making the appropriate certifications will prevent your earnings from being subject to a backup withholding of taxable interest, dividend, and certain other payments.

If you are a nonresident alien, a foreign entity or an exempt foreign person not subject to certain U.S. information return reporting or backup withholding rules, you should indicate this on the signature card to avoid possible erroneous backup withholding. You must provide the Bank with a completed Certificate of Foreign Status, Form W-8BEN, or other acceptable form upon which the Payor is permitted to rely to hold the Payee as a foreign person, at the time you open your Account and every third year thereafter. The Bank reserves the right to require you to complete a new Form W-8BEN, or other approved form, every year.

### How to Obtain a TIN

If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number (for individuals), from your local Social Security Administration office, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities) from your local IRS office.

### What is Backup Withholding?

Persons making certain payments to you are required to withhold and pay to the IRS payments under certain conditions, at a percentage rate designated by the IRS in accordance with their guidelines.

This is called backup withholding. Payments that could be subject to backup withholding include interest and dividends, but do not include real estate transaction payments.

If you give the Bank your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the Bank; or
2. IRS notifies the Bank that you furnished an incorrect TIN; or
3. You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only); or
4. You fail to certify to the Bank that you are not subject to backup withholding under 3 above (for interest and dividend accounts only); or

5. You fail to certify your TIN. This applies only to interest and dividend accounts opened after 1983. Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt From Backup Withholding and Exempt Payees and Payments under Specific Instructions for additional information.

For the current IRS backup withholding rate, please visit the IRS Website at [www.irs.gov](http://www.irs.gov).

**Payees and Payments Exempt From Backup Withholding**

For a list of Payees and Payments exempt from backup withholding, and for which no information reporting of interest or dividends is required, please visit the IRS Website at [www.irs.gov](http://www.irs.gov).

Payments that are not subject to information reporting are also not subject to backup withholding. For details, see Internal Revenue Code sections 6041, 6041(a), 6042, 6044, 6045, 6049, 6050A, and 6050N, and the regulations under such sections.

**Penalties**

*FAILURE TO FURNISH TIN*

If you fail to furnish your correct TIN to the Bank, you are subject to a penalty for each such failure unless your failure is due to reasonable cause and not to willful neglect.

*CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING*

If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty.

*CRIMINAL PENALTY FOR FALSIFYING INFORMATION*

Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Specific Instructions**

*NAME*

If you are an individual, generally provide the name shown on your Social Security Card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, please enter your first name and both the last name shown on your Social Security Card and your new last name.

If you are a sole proprietor, you must furnish your individual name and either your SSN or EIN. If you enter your EIN, you must also enter your business name on the signature card. Enter the name(s) as shown on your Social Security Card and/or as it was used to apply for your EIN on Form SS-4.

*CERTIFICATION*

Interest and Dividend Accounts Opened After 1983 – you must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the Bank, you must cross out the certification language before signing the signature card.

Other Payments – you are required to furnish your correct TIN, but you are not required to sign the certification unless you have been notified of an incorrect TIN.

IRA Contributions or Other Qualified Plans – you are required to furnish your correct TIN, but you are not required to sign the certification.

Exempt Payees and Payments – if you are exempt from backup withholding, you should indicate this on the signature card to avoid possible erroneous backup withholding.

If you are a nonresident alien or foreign entity not subject to backup withholding, you must provide the Bank with a completed IRS Form W-8BEN, or other acceptable form upon which the Payor is permitted to rely to hold the Payee as a foreign person, at the time you open your Account and every third year thereafter. The Bank reserves the right to require you to complete a new Form W-8BEN, or other acceptable form, every year.

**What TIN Should You Give to the Bank?**

For This Type of Account:	Give the Name and Social Security Number of:
Individual	The Individual
Two or more individuals (Joint Account)	Both parties named on the Account
Custodian Account of a minor (Uniform Transfers to Minors Act)	The minor
A revocable Totten Trust (grantor is also trustee)	The grantor trustee for this type of Account

**What TIN Should You Give to the Bank? (continued)**

<b>For This Type of Account:</b>	<b>Give the Name and Social Security Number of:</b>
A revocable Totten Trust (grantor is also trustee)	The grantor trustee
A Trust Account that is not a legal or valid trust under state law	The actual owner
Sole proprietorship	The owner
A valid trust, estate, or pension trust	Legal entity
Corporate	The corporation
Association, educational, charitable, religious, club or other tax-exempt organization	The organization
Partnership or multi-member LLC	The partnership
A broker or registered nominee	The broker or nominee
Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
Single member LLC	Either the Employer Identification Number ("EIN") of the single member LLC if it has an EIN or if it does not have an EIN, then the Social Security Number ("SSN") of the owner

**Note:** Additional Account disclosures and updates to correct Account disclosures will be provided separately as required.