

## DEPOSIT ACCOUNT RULES AND REGULATIONS

The following Rules and Regulations apply to Deposit Accounts opened with AmTrust Bank (the "Bank").

According to Bank Policy, Customer Service Representatives are not authorized to cash checks for non-depositors. In addition, Customer Service Representatives are required to request that customers show acceptable identification.

- Checking Accounts established with the Bank are accounts subject to transfer or withdrawal by check or by Negotiable Order of Withdrawal, as applicable, (referred to as "checks"), may be subject to other limitations (See Guide to Accounts).
- Money Market Accounts established with the Bank are accounts which have limited check writing and withdrawal authority and may be subject to other limitations (See Guide to Accounts).
- Passbook Savings Accounts, Statement Savings Accounts (collectively "Savings Accounts"), and Money Market Savings Accounts established with the Bank are accounts from which funds can be withdrawn subject to certain limitations (See Guide to Accounts).

**Online Banking Services** Bank By Net® and AmTrustDirect.com are the Internet banking services of AmTrust Bank. Transactions, availability and ownership of Deposit accounts are subject to the Bank By Net® Agreement and Disclosure and, where applicable, subject to the Money HQ Disclosure and User Agreement.

**INSURANCE** Each account is insured by the Federal Deposit Insurance Corporation (FDIC) up to the maximum amount allowed and subject to FDIC rules and regulations.

### AMENDMENTS AND REVISIONS

These Rules and Regulations governing the use of Accounts may be revised or amended by the Bank at any time, with such notice, if any, as may be required by law. The Bank may give notice of such changes either by (1) posting the same in a conspicuous place in the lobby of the main office of the Bank and in other offices it may maintain or (2) sending written notice thereof to Depositor(s) at their most recent address indicated on the Bank's records.

### ACCOUNT AGREEMENT

The execution, delivery and/or acceptance of an Account Agreement by the Account Holder(s) ("Depositor(s)") upon opening any Account constitutes each Depositor's agreement to the terms and conditions contained in the Account Agreement, in the Rules and Regulations of the Bank applicable to such Account, and to the other Bank Documents (as defined in the Account Agreement) as amended or revised and in effect from time to time. These Rules and Regulations and all other Account Documents are incorporated into and made part of the Account Agreement for each Account opened by the Depositor(s).

The minimum balance requirements, interest rate and accrual, yield and compounding information, renewal provisions, early withdrawal provisions, and requirements for fees and charges are contained in the Account Agreement, the applicable Guide to Accounts and the Bank's Schedule of Charges which are provided to the Depositor(s) when each Account is opened. All of such terms, provisions, conditions and charges are subject to change by the Bank at any time, with such notice, if any, as is required by applicable law or regulation. The Bank, in its sole discretion, may require a minimum deposit amount or may refuse to accept any deposit, and may accept a deposit to your account from anyone.

These Rules and Regulations apply to transactions made or implemented by any of our branches, through the Bank's Customer Contact Center, or through its online banking services.

### BANK AS AGENT

All checks or other items cashed or deposited at the Bank will be handled by the Bank as agent for the Depositor(s) subject to charge back or refund if for any reason final payment is not received in a form acceptable to the Bank. The Bank, in receiving checks or other items for deposit, acts only as collecting agent of the Depositor(s) and assumes no responsibility beyond the exercise of ordinary care. The Bank processes checks drawn on any Account in accordance with reasonable commercial standards of the banking industry prevailing in the area where the Bank is located. Unpaid checks or other items may be returned by mail at the Depositor's risk.

### COLLECTED FUNDS

All deposits are received and credited by the Bank subject to final collection. All cash deposits are considered collected funds. If the deposit consists of a check, draft, bond or other non-cash item, the Bank has the right to collect the funds from the drawee before making the money available to the Depositor(s). Collected funds to cover checks or orders drawn on an Account must be on deposit at the Bank on the day preceding presentment of the check or order for payment, or payment may be refused and a charge applied.

### USE OF FORMS SATISFACTORY TO BANK

The Depositor(s) agree(s) to use forms approved by the Bank for all purposes related to an Account, including checks or forms for deposit or withdrawal. The Bank reserves the right to return unpaid any other form of order or any order incompletely or defectively drawn.

### SERVICE CHARGES

Each Account shall be subject to all service charges which are established by the Bank from time to time, including but not limited to charges for activity, inactivity, attachment, stop payment orders, ATM transactions, the return of checks or other items and online banking fees, if any, or Money HQ fees. A Schedule of Charges is provided to the Depositor(s) when an Account is opened. Such charges may be changed at any time by the Bank with such notice, if any, as is required by the applicable law. All charges will be deducted from the Depositor's Account and the Depositor(s) shall be liable for any

deficiency. The Bank reserves the right to charge a fee to any person who is not a customer of the Bank, but seeks to cash a check drawn on your account.

#### **NOTICE OF WITHDRAWALS**

The Bank reserves the right to require a Depositor to provide seven (7) days written notice of his or her intention to withdraw from any Passbook Savings Account, Statement Savings Account, Money Market Savings Account, Checking Account or Money Market Account.

#### **TERMINATION OF ACCOUNT BY BANK**

The Bank reserves the right, in its sole discretion, and without notice or cause, to refuse any Account and/or the use of any Account (including deposits thereto), and to terminate any Account relationship at any time with or without notice. The Bank may deliver any notice of termination to any one of the owners of an Account, and thereby require such owner to withdraw the entire balance of such Account or apply the balance in the terminated Account to any amount owed to the Bank by any owner of the Account. The Bank reserves the right after the date of, or specified in, said notice not to make payment on any check, Debit Card, ATM Card or other withdrawal device drawn on such Account except for the purpose of closing such Account.

#### **INACTIVE ACCOUNT**

A dormant account fee will be charged for any Checking Account (except Platinum and Titanium Checking Accounts) with a balance of less than \$1000 after one year without account activity and will continue monthly for as long as the Checking account remains inactive (see Schedule of Charges).

If any Account remains inactive for a period of five (5) years, the monies deposited in such Account may become "Unclaimed Funds" as provided in the statutes of the state where the account is opened or where the Account Holder resides, as applicable.

#### **ENDORSEMENT OF CHECKS DEPOSITED**

Items deposited to an Account must be endorsed according to the standards approved by the Bank. If an item is returned to the Bank because of improper or misplaced endorsement, the Bank reserves the right to charge the Depositor's Account for the amount of the check and chargeback fee and for any penalties assessed to the Bank by the returning institution.

#### **APPOINTMENT OF AGENTS BY DEPOSITOR(S)**

Unless a power of attorney received by the Bank specifically provides otherwise, each Attorney-in-Fact appointed by the Depositor(s) with authority to withdraw funds from an Account shall also have the authority to endorse and either cash or deposit in said Account checks or other items payable to one or more of such Depositors and to give instructions to the Bank on all matters in connection with said Account. The Bank in its sole discretion may refuse to accept a Depositor's Power of Attorney or other appointment of an agent.

If an Account is owned by two or more Depositors, the Bank may treat each Depositor as the agent of each of the other Depositors, with authority to endorse and either cash or deposit in said Account checks or other items payable to one or more of such Depositor(s), to make withdrawals and to give instructions to the Bank on all matters in connection with said Account, including but not limited to obtaining a checking account overdraft line of credit. The Bank may accept for deposit in any such Account checks or other items payable to one or more of said Depositors which are not endorsed and the Bank may supply missing endorsements.

#### **HOLDS ON ACCOUNTS**

The Bank, in its discretion, may place a hold on up to the entire balance in any Account if required by court order or the Internal Revenue Service, if there is a dispute as to ownership of an Account, or if the Bank believes that the Account must be protected for any reason. While a hold is in effect, the Bank may refuse to allow withdrawals from such Account, including, but not limited to refusing payment of checks drawn on a Checking or Money Market Account, if such an Account is involved, until the matter is resolved.

#### **WIRE AND ACH TRANSFERS**

Wire transfer and ACH transfer of funds may be used to open new accounts or make additions to existing accounts. Opening of a Money Market or Savings Account funded with an ACH transfer may be delayed pending completion of the Bank's account opening procedures. Checking Accounts cannot be funded via ACH transfer of funds. Accounts will not be opened until the Bank receives a completed and signed Account Agreement and other Account opening documents. The Bank will not pay interest on any deposits received by wire transfer or ACH transfer until the Account is opened. A non-refundable fee will be assessed for each incoming and outgoing wire transfer (See Schedule of Charges for fee amount). The dollar amount of the wire transfer fee should be added to the deposit amount. There is no fee for an ACH transfer.

#### **YOUR ABILITY TO WITHDRAW FUNDS FROM CHECKING ACCOUNTS**

##### **Determining the Availability of a Deposit**

Our policy is to delay the availability of funds that you deposit in your Checking Account. The length of the delay is counted in business days from the effective date of your deposit. The length of the delay varies depending on the type of deposit and is explained below. During the delay, you may not withdraw the funds in cash; however, the Bank may use the funds to pay checks you have written and charge an Uncollected Funds fee (See Schedule of Charges).

It is also the Bank's policy to place a hold against the Checking Account for the amount of the check(s) presented for payment, in accordance with the Bank's Funds Availability Policy. Inquiries may be made at any branch office, through the Bank's Customer Contact Center or through the Bank's Bank By Net® service in regard to information concerning the length of hold for a particular check transaction.

For Federal Reserve Regulation D accounting purposes, your Checking Account will consist of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to the savings sub account. The remainder of the balance will be maintained in a transaction sub account. Daily activity will post to the transaction sub account. Debits in excess of the balance of the transaction sub account will be funded by a transfer from the savings sub account. If a sixth transfer in a calendar month is needed, all funds in the savings sub account will be transferred to the transaction sub account for the balance of the month. The Bank reserves the right to require at least seven (7) days written notice prior to transfer of any funds from the savings sub account. This process will not affect your available balance, your use of your Checking Account, the interest you may earn, FDIC insurance protection, your monthly statement, or any other features of your Account.

#### **Business Day and Treatment of Deposits Received on Saturday**

The Bank's business days are Monday through Thursday, 9:00 A.M. to 4:00 P.M. and Friday 9:00 A.M. to 6:00 P.M. excluding federal holidays. Any deposit received by a Bank employee on a business day while a branch is open, including deposits at a branch "night" depository, is considered received on the day of your deposit. Any deposit received any time on Saturday (even if made at a branch which is open), Sunday or a federal holiday, or any deposit received at a night depository after a branch closes on a business day is considered received on the next business day we are open. See the Bank's Electronic Funds Transfer Disclosure Statement for information about deposits made at ATMs.

A complete list of branch office hours can be found in the separate Office Hours and Locations brochure. All times shown are local times where the branch is located.

#### **Same Day Availability**

Funds from electronic direct deposits to your Checking Account will be available on the day the Bank receives the deposit. For example, Social Security Benefits and payroll direct deposits.

#### **Next Day Availability**

Funds from the following deposits are available on the first business day after the effective date of deposit (as defined below) to your Checking Account, subject to the hours stated above:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on this Bank.

If you make the deposit in person to one of our employees, funds from the following deposits to your Checking Account are also available on the first business day after the effective date of deposit subject to the hours stated above:

- Cash
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit of any item listed above in person to one of our employees (for example, if you mail the deposit or make your deposit in a night depository or one of our ATMs) funds from these deposits are available on the second business day following the effective date of your deposit to your Checking Account.

The "effective date of deposit" is the date the deposit posts to your Account on our system.

**Other Check Deposits.** The delay for other check deposits to your Checking Account depends on whether the check is a local or nonlocal check.

**Local Checks.** The first \$100.00 from a deposit of local checks will be available on the first business day after the effective date of your deposit to your Checking Account. The remaining funds will be available on the second business day after the effective date of your deposit to your Checking Account. For example, if you deposit a local check of \$700 on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday. A local check is a check that is drawn on a bank in our local Federal Reserve processing region.

**Nonlocal Checks.** The first \$100 from a deposit of nonlocal checks will be available on the first business day after the effective date of your deposit to your Checking Account. The remaining funds will be available on the fifth business day after the effective date of your deposit. For example, if you deposit a \$700 nonlocal check on a Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Monday of the following week. A nonlocal check is a check that is drawn on a bank outside of our local Federal Reserve processing region.

**Local and Nonlocal checks.** If you deposit both local and nonlocal checks on the same day, \$100 from the aggregate amount of the checks will be available on the first business day after the effective date of your deposit to your Checking Account, not \$100 from each category of check.

#### **Checks Drawn On Other Banks**

If you deposit, cash or negotiate a check that is drawn on any other financial institution, we may withhold the availability of a corresponding amount of funds that are already in your Checking Account. Those funds will be available at the time funds from the check would have been available if you had deposited it to your Checking Account.

#### **Longer Delays May Apply**

Funds deposited to your Checking Account by check may be delayed for a longer period under the following circumstances:

- If we believe a check deposited will not be paid;
- If checks totaling over \$5,000 are deposited on any one day;

- If a check returned unpaid is redeposited;
- If the Checking Account(s) has been repeatedly overdrawn in the previous 6 months;
- If there is an emergency, such as failure of communications or computer systems.

The Bank will notify the Depositor(s) if the ability to withdraw funds is delayed for any of these reasons, and will tell the Depositor(s) when the funds will be available (for joint accounts, the Bank will notify one Depositor). Funds will generally be available to the Depositor no later than the fourth business day after the effective date of deposit unless the deposit is a nonlocal check or is made for a new account.

#### **Special Rules for New Checking Accounts**

The following rules for funds availability apply to new Checking Accounts. For this purpose, a new Checking Account is one that is opened by a new Bank customer or by an existing Bank customer who does not already have a Checking Account. The following special rules will apply during the first 30 days the new Checking Account is open.

Funds from electronic direct deposits to a new Checking Account will be available on the business day the Bank receives the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits to the Checking Account of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the effective date of the deposit if the deposit meets certain conditions. The checks must be payable to the holder of the Checking Account and must be deposited in person with a Bank employee to the Checking Account of the payee. If a deposit of these checks (other than a U.S. Treasury check) is not made in person to one of the Bank's employees, the first \$5,000 will not be available until the second business day after the effective date of the deposit. The excess over \$5,000 will be available on the seventh business day after the effective date of the deposit.

Funds from all other check deposits to a new Checking Account will not be available for up to seven (7) business days after the effective date of the deposit.

The Bank's Funds Availability procedures apply to Checking Accounts and may differ for the availability of funds deposited to Savings or Money Market Accounts, with longer delays in the availability of funds deposited by checks or ACH transfers. The Bank's Call Center or Branch personnel can provide more information.

### **ADDITIONAL DISCLOSURE FOR CHECKING AND MONEY MARKET ACCOUNTS**

#### **Stop Payment**

If the Bank is requested to stop payment on any check or other item, such check or other item and the Checking and Money Market Account on which it is drawn must be clearly identified. The Depositor(s) agree(s) to indemnify and hold the Bank harmless from any and all loss, cost, damage or expense (including attorney's fees), incurred by the Bank as the result of, or in connection with, any stop payment request. An oral stop payment is binding upon the Bank for only fourteen (14) calendar days unless confirmed in writing within that period, but this requirement may, in certain circumstances, be waived by the Bank at its sole discretion. The written stop payment expires at the end of six months.

#### **Overdrafts**

You are responsible for having sufficient funds in your Checking or Money Market Account to cover all checks, withdrawals, transfers, and other debits to your account. If your Checking or Money Market account has non-sufficient funds, the Bank, in its sole discretion, may elect to pay the overdraft. If multiple items are presented against your Checking or Money Market Account on the same day, and your account has non-sufficient funds, the Bank, in its sole discretion, will determine whether to process any or all of them as overdrafts, but in any event each item will be assessed a fee (See Schedule of Charges). If the Checking or Money Market Account has non-sufficient funds for more than five (5) business days, additional Insufficient Balance fees will be imposed (See Schedule of Charges).

If your Checking or Money Market account does not contain sufficient available funds, the Bank is not obligated to pay any item presented for payment. Any discretionary payment (or other negotiation or processing) by the Bank of any non-sufficient fund checks or draft (or other item) does not obligate the Bank to pay any other non-sufficient fund check or item. Checks and other items may not be processed in the order in which they occur; the order in which items are received and processed can affect the total amount of fees incurred. The Bank is not obligated to give you advance notice of its decision to allow or disallow an overdraft.

If you do not want checks or drafts posted to your Checking or Money Market account against non-sufficient funds, please notify us in writing at P.O. Box 94506, Cleveland, Ohio 44101-4506 or call us at (888) 696-4444.

#### **Records Retention**

With each Checking or Money Market Account statement, the Bank provides copies of the face of each check drawn upon the Depositor's applicable Account with the Bank during that statement cycle. The Bank will provide one copy of the reverse (endorsement) side of one check per statement cycle if requested by the Account holder; a photocopy fee will be charged for copies of any additional checks or for additional copies of the same check (see Schedule of Charges). The Bank retains each original check for sixty (60) days after the check has been presented to the Bank for payment; the Bank retains imaged copies for six (6) years. Each Depositor is responsible for retaining his/her own Checking or Money Market Account records (i.e. monthly statements, copies of checks).

#### **Verification of Statement and Canceled Items**

In consideration of the operation of an Account and the Bank providing copies of the face of canceled checks and other items or data, the Depositor(s) agree(s) to examine each statement and report forgeries, alterations or errors to the Bank in writing within a reasonable time not exceeding thirty (30) calendar days after such copies are made available to the Depositor(s).

Failure by the Depositor(s) to so report may exempt the Bank from liability to the Depositor(s) for any such error, whether resulting from forgery, alteration or otherwise.

### **Payment of Stale or Postdated Checks**

The Bank shall not be responsible to the Depositor(s) if the Depositor's stale or postdated checks or other items are paid at any time and shall not be liable for the dishonor of other checks or items because of insufficient funds resulting from payment of stale or postdated items or from the deduction of service charges. The Bank shall have all the rights of a purchaser and holder in due course of a postdated check for which it pays out money or gives other value, in good faith, before the date of the instrument.

### **“POP”, “RCK” and “ARC” Transactions**

Many merchants and financial institutions are using paper checks to initiate Automated Clearing House (“ACH”) transactions from Checking and possibly Money Market Accounts. You may deal with one or more merchants who scan paper checks into a point of sale terminal and thereby initiate an ACH transaction from your Account to the merchant's Account (sometimes called “POP” transactions). If the transaction is rejected for insufficient funds, the merchant may impose a fee and electronically debit that fee to your Account. Each merchant who uses paper checks to initiate ACH transfers is responsible for posting disclosures at the point of sale regarding the electronic debiting of fees. Any check which is presented to the Bank which the Bank returns to the bank of first deposit for insufficient funds may be electronically re-presented to the Bank for payment (sometimes called “RCK” transactions). In addition many financial institutions are now converting paper checks which are remitted for loan and credit card payments to electronic ACH debits (sometimes called “ARC” or lockbox truncation/conversion transactions). Any fee imposed by a merchant or by another bank is in addition to the fee that the Bank charges for checks returned due to insufficient funds. (See Schedule of Charges).

### **Check 21 - What is a substitute check?**

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

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

### **What are my rights regarding substitute checks?**

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

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

If you use this procedure, you may receive up to \$2500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

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

If you believe that you have suffered a loss relating to a substitute check that either posted to or attempted to post to your account, please submit a claim in any of the following ways: Call our customer contact center at (888) 696-4444, visit any one of our retail branches, or write to us at Amtrust Bank, Balancing/Adjustments Department, 1801 East Ninth Street, Mail Code OH99-0505, Cleveland, OH 44114. You must submit your claim within 40 calendar days after the later of the date that we mailed (or otherwise delivered by a means to which you agreed) (i) the substitute check in question or (ii) the account statement that contains the information concerning the transaction giving rise to your claim. We will extend this time period if you were not able to make a timely claim because of extenuating circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect, or you believe the check in question posted more than once)
- An estimate of the amount of your loss; including fees
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check:
  1. Your account number,
  2. The check number,
  3. The amount of the check,
  4. The date the check posted/attempted to post, as shown on your statement

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