



# Fairfield County Bank

Member FDIC

1-877-431-7431

## BUSINESS CUSTOMER AGREEMENT

### FUNDS AVAILABILITY AND CHECK CLEARING POLICIES

#### BUSINESS DEPOSITORS CONTRACT

##### I. DEFINITIONS

In this Business Depositors Contract (the "Agreement"), "Bank", "we", "us", and "our" means Fairfield County Bank. "Depositor," "you" or "your" mean the Depositor listed on the signature card for an account. The word "account" means any one or more deposit or other account you have with the Bank.

##### II. GENERAL PROVISIONS

**1. AGREEMENT.** By signing a signature card to open an account and/or depositing funds to an account, Depositor agrees that the terms and conditions in this Agreement are applicable to such account. Depositor also agrees that Bank and Depositor have all rights given by law. Unless Depositor is a sole proprietorship, Depositor agrees that a certified deposit account resolution listing authorized signatories to the account has been delivered to the Bank at the time the account was opened.

**2. DEPOSITS.** An unsigned endorsement "for deposit" or words of similar intent shall be sufficient authority for Bank to accept items for deposit to an account of Depositor if Depositor is the payee of the item. Bank may decline to accept certain items, (e.g. foreign checks) for deposit, but Bank may, in its discretion, attempt to collect such items, and will deposit amounts collected in Depositor's account. In receiving items for deposit or collection, Bank assumes no responsibility beyond exercise of ordinary care. Bank may waive presentment, notice of dishonor and protest on your behalf as to all items received for deposit and may supply the endorsement "for deposit".

All items are credited subject to final payment in cash or solvent credits and may not be drawn against by Depositor unless available for withdrawal as set forth in the Check Clearing Policies. Bank may charge back any item, whether drawn on this or any other bank, and any funds transfer through an Automated Clearing House, at any time before final payment. We also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit.

Bank will not be liable for default or negligence of its duly selected correspondents nor for losses in transit and each correspondent so selected shall not be liable except for its own negligence.

A substitute check deposited to Customer's account shall have the legal equivalence of the original check.

**3. CHARGES.** Charges for maintenance and service of an account, whether active or dormant, may be deducted from the account in accordance with Bank's Schedule of Charges, as amended from time to time. Bank shall not be liable for dishonoring items when the deduction of such charges results in there being insufficient funds in the Depositor's account to honor such items.

**4. INSUFFICIENT FUNDS.** Bank may refuse payment of, and return unpaid to the presenting party, any and all items drawn by the Depositor on the account and presented to Bank on any banking day, when at the opening of business on that day there is not a sufficient balance of available funds in the account to pay the total amount of such items.

**5. TERMINATION OF ACCOUNT.** Bank reserves the right to terminate the account without notice to the Depositor at any time. We may require you to close your account and apply for a new account. We are not responsible for payment of any draft, transfer or item after your account is terminated; however, if we pay a draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees. Bank will endeavor, however, to give Depositor as much notice as is reasonably feasible under the circumstances prior to termination of the account.

You may terminate this Agreement by closing all your accounts. If your account is an interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear interest. When the account is closed, you will receive the balance left in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or liability for any checks in process.

##### 6. STOP PAYMENT.

(a) **Stop Payment Order Request.** Any authorized signatory on an account may request a stop payment order on any item drawn on your account. The stop payment will be effective if we receive the order within a reasonable time for us to act upon the order and you state the number of the account, number of the item, and its exact amount. You understand that the exact information is necessary for the Bank's computer to identify the item. If you give us incorrect or incomplete information, we will not be responsible for failing to stop payment on the item. To be binding, a written order must be dated,

signed, and describe the account and item number, as well as the exact amount of the item. If we credit your account after paying an item over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the item and to assist us in any legal action.

- (b) **Duration of Order.** You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. A written stop payment order is effective for six (6) months and may be renewed in writing from time to time. We do not have to notify you when a stop payment order expires.
- (c) **Liability.** Fees for stop payment orders are set forth in the Bank's Schedule of Charges. You may not stop payment on any certified check, cashier's check, teller's check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Bank harmless from all costs, including attorney's fees, damages or claims related to our refusing payment of an item, including claims of any account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you.
- (d) **ACH Stop Payments.** A stop payment order may be placed on a single or recurring EFT debit. You have the right to order a stop payment on a specific EFT debit within a recurring payment order as long as the specific dollar amount and date of the EFT transfer is indicated within the stop payment order itself. A stop payment order on an EFT will remain in effect until the earlier of (1) the written withdrawal of the stop payment order by the Receiver or (2) the return of the debit entry. You cannot place a stop payment on an ACH Debit that has already settled. If an ACH Debit posted to your account was not authorized, or if you revoked authorization for the debit you may be entitled to a credit. You must request a Stop Payment and complete an ACH Affidavit. Proof of revocation will be required in order to process the request and provide you a credit.

**7. LEGAL PROCESS.** Should Bank receive any process, summons, order, injunction, execution, distraint, levy, lien or notice (hereafter called "process"), which in Bank's opinion affects an account, Bank may, at its option and without liability, refuse to honor orders to pay or requests to withdraw sums from such account and may either hold the balance therein until the process is disposed of to Bank's satisfaction, or pay the balance over to the source of the process. Bank may also place a hold on funds in Depositor's account if Bank reasonably believes it may sustain a loss if it does not impose a hold pending the resolution of any dispute, claim or investigation concerning Depositor's account. A hold means no withdrawals will be permitted from the account and no checks will be paid out of the funds subject to the hold.

**8. RIGHT OF SET-OFF.** Bank may, to the extent permitted by law, apply all or any part of the funds in an account of Depositor to the payment of any debt owed by the Depositor to Bank and Bank shall not be liable for dishonoring items when the exercise of this right of set-off results in there being insufficient funds in the Depositor's account to honor such items.

**9. PAYMENT OF CHECKS.** Bank will pay checks drawn on Depositor's account and other charges (such as ATM withdrawals, bank fees, and preauthorized transfers) that are presented for payment on a banking day in any order. If there are not available funds in the account to pay all of the checks and other charges against the account (such as ATM withdrawals, bank fees, and preauthorized transfers) presented on a banking day, you agree to pay any insufficient or uncollected check/ACH fees or check fees that result based on our payment of charges in any order we decide.

**10. RECEIPT OF WIRE TRANSFERS.** Bank, in its discretion, may accept wire transfers of funds to Depositor's account, but is not obligated to do so. If Bank accepts a wire transfer of funds to Depositor's account, Bank is not required to notify Depositor of such acceptance. Bank may in its discretion send notice of the wire transfer to Depositor by first class mail to Depositor's address as it appears on Bank's records.

**11. AUTHORIZED SIGNATURES:** For purposes of withdrawal and other account matters, Bank can honor any check, draft or order signed in accordance with the signature card or the deposit account resolution authorizing the establishment of an account, including such as may be drawn to the order of the person signing the same. Bank has no obligation of inquiry as to the circumstances of the issuance or use, application or distribution of any instrument or the proceeds thereof.

Bank may pay all checks, draft and orders bearing or purporting to bear the facsimile signature of the person or persons required to sign the same, regardless of by whom or by what means the actual or purported facsimile signature(s) may have been affixed to such checks, drafts or orders.

Until revocation in writing is received by Bank, Bank shall be entitled to presume that the signatories listed on the signature card or in the deposit account resolution authorizing the establishment of an account, remain authorized to sign checks, drafts, and other orders for the payment of money.

**12. IDENTIFICATION:** Bank can require proper identification for any withdrawal from the account.

**13. AMENDMENTS:** Bank reserves the right to amend this agreement at any time.

**14. TAX IDENTIFICATION NUMBER REQUIRED.** If Depositor refuses to give Bank a correct taxpayer identification number for the account, Bank can decline to open the account. If the number Depositor provides is incorrect, Bank can take from the account any charges of the Internal Revenue Service ("IRS") which result from this error, as allowed by law. Bank may also be required by federal law to withhold part of any interest earned and pay it to the IRS. If this occurs, Bank will report the amount withheld to Depositor and the IRS.

**15. STATEMENTS.** At the end of the statement period applicable to accounts for which periodic statements are provided, Bank will send Depositor a statement of the account. Depositor has (30) days from the time Bank mails the statement to notify Bank of any forgeries or errors. If Depositor does not so notify Bank, Depositor's statement will be deemed correct. Unless Depositor notifies Bank of a change of address in writing, Bank may continue to mail statements to Depositor's address as it appears on Bank's records. If statements mailed to the address the Bank has in its records are returned to the Bank for 3 consecutive months, we may no longer mail the statements to you. Statements will be made available to you upon proper notification and identification.

#### **16. FORMS.**

- (a) Bank can require Depositor to use Bank's forms for making deposits, withdrawals and any other account matters.
- (b) Bank can require that Depositor use only checks Bank has approved for account use. The only checks Bank has given prior approval to are the ones offered to Depositor by Bank's approved vendor. If Depositor uses a check Bank has not approved, Bank may refuse to pay the check and charge Depositor a fee.

**17. COLLECTION CHARGES.** Bank reserves the right to charge Depositor for Bank's costs of collection, including reasonable attorney's fees in connection with obtaining reimbursement for overdrafts, checks deposited to Depositor's account which Bank cannot collect, as well as accounting errors in Depositor's favor.

**18. ENFORCEMENT OF OUR RIGHTS.** Bank can choose not to enforce or to delay in enforcing any rights under this agreement without losing them in the future.

**19. POSTDATED CHECKS.** Bank has the right to charge against Depositor's account any payment made on a postdated check before the date on the check, unless depositor has given Bank notice of the postdated check. Unless such notice describes the check with reasonable certainty, or if Bank does not have a reasonable opportunity to act on the notice, Bank will not be liable for payment of the check before the date on the check or if such payment causes other checks to be returned for insufficient funds. A notice of a postdated check will never be good beyond the date on the check. An oral notice of a postdated check is good for no longer than 14 days unless we receive written confirmation from you within that time. A written notice of a postdated check is good for no longer than 180 days, but you may renew it by a written notice we receive before it expires.

**20. ENDORSEMENTS.** Depositor agrees that all endorsements on the reverse side of any check deposited to its account will be in the area designated for endorsements and will be made in black ink. Depositor agrees that it will be liable for any losses that Bank suffers due to Depositor's failure, or the failure of any endorser of a check that is deposited to Depositor's account, to comply with these requirements.

**21. NON-TRANSFERABLE.** Depositor may not transfer a deposit account to anyone else except by transfer with our consent and reflected in our records and may not pledge a deposit account as collateral for a loan except with our consent.

**22. ARBITRATION.** If either Bank or Depositor has a dispute or claim concerning the Account, which after a good faith effort to negotiate a resolution by Bank and Depositor remains unresolved, either Bank or Depositor may provide notice to the other, as provided under the Commercial Financial Dispute Arbitration rules (the "Rules") of the American Arbitration Association ("AAA"), that the dispute will be decided by binding arbitration pursuant to the Rules and Article 9 of the United States Code. Arbitration hearings will be held in Hartford or where mutually agreed by Bank and Depositor. One or more arbitrator(s) will be appointed by the AAA pursuant to the Rules, and will be an attorney or attorneys with experience or knowledge in banking transactions. The arbitrator(s) may grant any remedy or relief that the arbitrator(s) deems just and equitable and within the scope of this Agreement and shall award arbitration fees and expenses to the prevailing party, and a judgment may be entered upon the award by any court of competent jurisdiction. Bank and Depositor are voluntarily and knowingly giving up rights to resolve certain claims in court and have a judge or jury decide the case and you are also giving up rights to use a class action in court or in arbitration.

**23. GENERAL INSURANCE COVERAGE.** FDIC insurance covers all deposit accounts, including checking and savings accounts, money market deposit accounts and certificates of deposit. FDIC insurance does not cover other financial products such as stocks, bonds, mutual fund shares, life insurance policies, annuities or securities. The standard insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category. All deposits that an accountholder has in the same ownership category at the same bank are added together and insured up to the standard insurance amount. Depositors may qualify for more coverage if they have funds in different ownership categories and all FDIC requirements are met. Complete information on deposit insurance rules can be referenced at [www.fdic.gov](http://www.fdic.gov).

**24. TRANSACTIONS INVOLVING GAMBLING.** Under Federal regulations implemented pursuant to the Unlawful Internet gambling Enforcement Act of 2006 we are required to notify our commercial customers that we are prohibited from processing any restricted gambling transactions on their behalf. Restricted transactions involve the collection of Internet bets or wagers for businesses engaged in Internet gambling transactions (e.g., online gambling casinos) that are made by persons participating in unlawful Internet gambling transactions. For instance, we are prohibited from processing any transactions by check, credit or debit card, electronic funds transfer, wire transfer or similar device for credit to a commercial account if the transaction involves the receipt of an unlawful bet or wager made through the Internet. A bet or wager is unlawful if it violates any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made.

**25. INTERNATIONAL VISA CHECK CARD TRANSACTIONS.** When you use your Visa-branded debit card at a merchant that settles in currency other than US dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either: (1) A rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which the rate may vary from the rate Visa itself receives: or (2) The government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass the international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

### III. PROVISIONS RELATING TO SPECIFIC TYPES OF ACCOUNTS

**1. STATEMENT SAVINGS ACCOUNT.** Bank will send Depositor a monthly statement for the account. If Depositor also maintains a checking account with Bank, Bank may send Depositor a monthly combined statement. To withdraw funds from a statement savings account, Depositor must present a signed withdrawal slip in person or by mail, or if applicable, may withdraw funds through an automated teller machine. No more than six (6) pre-authorized, telephone, or computer transfers are allowed from this account per statement period, none of which may be by check, draft, debit card (POS) or similar order payable to third parties.

Pre-authorized or automatic transfers made to pay loans Depositor has with Bank are not counted as part of the six transfers we can permit Depositor to make.

Depositor can make any number of withdrawals or transfers to another account Depositor maintains with Bank if made in person or by mail or, if applicable through an automated teller machine.

If Depositor exceeds these limits on more than an occasional basis, Bank may be required to close the account, take away the account's transfer or draft capacities, or convert the account to a Checking Account.

**2. MONEY MARKET ACCOUNTS.** A Money Market Statement Account is a savings account from which Bank may allow Depositor to make no more than six pre-authorized, automatic or telephonic (audio response) transfers per statement period, by check, draft, or similar order made by you and payable to third parties. Debit card (Point-of-Sale) transactions are not permitted from this account.

Pre-authorized or automatic transfers made to pay loans Depositor has with Bank are not counted as part of the six transfers we can permit Depositor to make.

Depositor can make any number of withdrawals or transfers to another account Depositor maintains with Bank if made in person or by mail or, if applicable, through an automated teller machine.

If Depositor exceeds these limits on more than an occasional basis, Bank may be required to close the account, take away the account's transfer or draft capacities, or convert the account to a Checking Account. You may be charged a penalty as itemized in our Business Schedule of Charges if you exceed these limitations.

#### **4. SAVINGS CERTIFICATES OF DEPOSIT.**

- (a) **The Term.** A Savings Certificate is a type of deposit which requires you to leave money in the account for a certain period of time (called the "term"). Savings Certificates are subject to substantial penalties for early withdrawal. These penalties are described in the section below, entitled "PENALTY FOR EARLY WITHDRAWAL OF SAVINGS CERTIFICATES." When a Savings Certificate is established, the Bank will send a quarterly statement of the account. Depositor may select any term that we currently offer.
- (b) **Later Deposits.** Later deposits to Savings Certificates are not permitted.
- (c) **Notice of Maturity.** Bank will send a notice of maturity for all Savings Certificates to Depositor's address on Bank's records as required by law.
- (d) **Automatic Renewals of Savings Certificates.** Except for an Interest at Maturity Savings Certificate, if Depositor does not withdraw the funds from the Savings Certificate within the "grace period" of 10 calendar days after maturity (1 calendar day for a 31 day Savings Certificate), the Savings Certificate will be automatically renewed as of the maturity date for a similar term at the rate of interest we are then offering on Savings Certificates of that maturity. If Depositor elects against automatic renewal of a Savings Certificate, Depositor must give Bank instructions. Depositor must direct Bank (1) to renew the Savings Certificate for a term which Depositor specifies and which Bank allows, (2) to deposit the funds in another account you maintain with us, or (3) to mail you a check. Bank must get your instructions within the grace period. When properly renewed, your new Savings Certificate will begin on the maturity date. If the account is closed during the grace period we do not pay interest from the maturity date until the date of withdrawal. If you elect against automatic renewal but you do not give us proper instructions within the grace period, the funds in the account will be left on deposit and will not earn interest until we receive proper directions from you. If, on the Maturity Date we no longer offer the same type of Savings Certificate as your Savings Certificate, and you do not instruct us otherwise, the funds in the account will be placed in a Savings Certificate which we offer, which we, in our discretion determine is most similar to your Savings Certificate. If Depositor renews a Savings Certificate or a Savings Certificate is automatically renewed, all interest which is on deposit at the time of renewal will become principal of the renewed Savings Certificate.
- (e) **Interest at Maturity Savings Certificates.** At maturity Bank will, on Depositor's instructions, deposit funds into a CD which we offer at that time, deposit the funds in another account you maintain with us, or mail you a check. If you do not give us instructions, the funds will be left on deposit and will earn no interest after maturity.
- (f) **Penalty For Early Withdrawal of Savings Certificates.** If depositor is a natural person operating as a sole proprietor or partnership, we will allow withdrawal from Depositor's Savings Certificate before maturity without penalty in the following events: (1) a court's declaration of Depositor's mental incompetence, and (2) Depositor's death.

In all other cases Depositor cannot withdraw all or any part of the deposit without the Bank's consent. We can only give our consent at the time you ask to make a withdrawal. If we consent to a withdrawal, there is a penalty on the amount that you withdraw. If a Savings Certificate has a term of 30 to 91 days, the penalty will equal the amount of interest that would have been earned on the account to the date of maturity. If a Savings Certificate has a term of six months to twelve months, the penalty will equal six months' interest. If the Savings Certificate has a term of more than twelve months, the penalty will equal twelve months' interest. Note that penalty amounts are based on the withdrawn portion of the funds, however we may take all or part of the penalty from the original deposit, if necessary. There is a minimum penalty of 7 days interest on a withdrawal from any CD within 7 days of deposit of the funds withdrawn.

**5. BUSINESS CHECKING ACCOUNT.** A Business Checking Account is a demand deposit account. That means Bank reserves no right to require notice before withdrawal and permit unlimited numbers of transfers to third parties by check. Bank will pay no interest on a checking account.

**6. INTERNAL ACCOUNTING OF BALANCES.** Your Checking Account consists of two subaccounts; a checking subaccount and a money market subaccount. We make transfers between the two subaccounts for internal accounting purposes, but this does not affect your balance or the interest you earn. If your Checking account is an interest bearing account, interest is paid on the collected balance in both the checking subaccount and money market subaccount. One blended annual percentage yield earned is disclosed on the account's monthly statement.

The transfers between the subaccounts take place as follows:

- (1) At the end of each day, the balance in the checking subaccount that exceeds a certain threshold balance is transferred to the money market subaccount.
- (2) Then, each day, all checks, debits, and withdrawals are presented against the checking subaccount for payment.
- (3) Each day, sufficient funds are transferred back to the checking subaccount from the money market subaccount to pay the charges presented for payment that day.
- (4) Because transfers from the money market subaccount are limited by law to six (6) occurs no more than six times each statement cycle. In the sixth transfer to the checking subaccount, all of the funds in the money market subaccount are transferred. Then, no more transfers are made until the next statement cycle, when the process begins again.

**7. NOW ACCOUNT.** A NOW Account is a savings account upon which you can draw checks. The rules for savings accounts also apply to a NOW Account. A NOW Account may be owned only by individuals for business or personal use or by certain governmental and non-profit organizations.

**8. IOLTA AND IORTA ACCOUNTS.** An "IOLTA" (Lawyer's Trust Account) is an interest bearing savings account on which Depositor can draw checks, established pursuant to Section 51-81c of the Connecticut General Statutes or the successor thereto. All interest earned may be paid to an entity designated under rules adopted by the Connecticut Superior Court. An "IORTA" (Interest on Real Estate Trusts Account) is an interest bearing savings account on which Depositor can draw checks, established pursuant to Section 8-265f of the Connecticut General Statutes or the successor thereto. All interest earned on an IORTA account is paid to the Connecticut Housing Finance Authority.

**9. RESTRICTIONS ON WITHDRAWALS.** Bank has the right to require that Depositor give us at least 7 days' written notice to withdraw funds from a Savings Account and Money Market Account. Bank would expect, except in unforeseen circumstances, to give advance notice of our intent to impose this requirement. We are prohibited by law from imposing the notice requirement on any depositor with this type of account unless the notice is required of all depositors with this type of account. Bank can require that you make withdrawals which are made in person only at the office where you opened the account.

## IV. WIRE TRANSFERS

**1. WIRE TRANSFER AGREEMENT.** If Depositor wishes to send a wire transfer, Depositor shall enter into a Wire Transfer Agreement with Bank. If Depositor knows that Depositor expects to send or receive one or more wire transfers, Depositor shall notify the Wire Transfer Department of Bank and shall enter into a Wire Transfer Agreement with Bank. To the extent of any inconsistency between this Business Depositor's Contract and such Wire Transfer Agreement, the provisions of the Wire Transfer Agreement will govern. Even if the Depositor has entered into a Wire Transfer Agreement with Bank, Bank is not obligated to accept a payment order to send a wire transfer or to accept a wire transfer on behalf of a beneficiary except as required by law.

**2. SECURITY PROCEDURE.** If in its discretion Bank sends a wire transfer at the request of Depositor and Depositor has not entered into a Wire Transfer Agreement with Bank, Depositor and Bank agree that Bank will authenticate the payment order by calling back a second person at Depositor's business. Customer agrees that this security procedure is commercially reasonable and Bank will be entitled to rely on this procedure for authenticating the payment order.

**3. ACH TRANSFERS.** If the Depositor receives a credit from a third party into an account by means of an automated clearing house ("ACH"), any deposit or payment order via the ACH made to the Depositor's account(s) will be provisional and subject to refund until final settlement through a Federal Reserve Bank occurs or Bank has received payment as provided in 4A-403(a) of the Uniform Commercial Code. In such a case, (a) Bank does not have to give notice to Depositor of receipt of the entry, (b) Depositor agrees that such entry may be transmitted through one or more ACHs, (c) the Depositor agrees to be bound by the rules of such ACHs, and (d) the rights and obligations of the Depositor with response to such entry will be construed in accordance with and governed by the laws of the State of New York.

## V. CHECK CLEARING AND FUNDS AVAILABILITY POLICIES

### YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If you have any questions, be sure and ask us.

### Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day except Saturday, Sunday, and a federal holiday is a business day. If you make a deposit before 6:00 p.m. on a business day that we are open or before 12:00 p.m. through our Automated Teller Machine (ATM), we will consider that day to be the day of your deposit. However, if you make a deposit after the above mentioned times or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The length of the delay varies depending on the type of deposit and is explained below.

#### Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

#### Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on us.
- If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:
  - 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 in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

### **Other Check Deposits**

The delay for other check deposits will be available on the second business day after the day of deposit. However, the first \$200 of your deposit will be available on the first business day after the day of your deposit

### **Holds on Other Funds (Check Cashing)**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$200 local check for you, \$200 of funds already in your account will not be available until the second business day after the day we cashed the check.

### **Holds on Other Funds (Other Account)**

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### **Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- Your account is a new account.
- You deposit checks totaling more than \$5,000.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### **Special Rules For New Accounts**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive your deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits 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 day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

### **Special Rules For Savings Accounts**

The availability schedules and policies are the same for savings accounts.