incredible bank

327 North 17th Avenue
Wausau, Wisconsin 54401
Phone: (888) 842-0221

DEPOSIT ACCOUNT AGREEMENT

PERSONAL AND BUSINESS ACCOUNTS

General Terms & Conditions
Electronic Funds Transfers
Funds Availability

Welcome to IncredibleBank and thank you for opening an Account with us. This Deposit Account Agreement ("Agreement"), which may be referred to as the "Terms & Conditions" of your Account in certain account opening documents and disclosures, is the contract that governs the terms and conditions of your Account(s) with us. As used in this document, the term "Agreement" means this document, the signature card, account agreement form, *Schedule of Fees,* Truth-in-Savings disclosures, privacy notice and any other account opening documents and disclosures we give you when you open your Account. **Please read this Agreement carefully and keep it for future reference.**

This Agreement governs both Personal Accounts and Business Accounts. By signing a signature card, opening an Account online or through our mobile application (or any other method permitted by us), electronically acknowledging this Agreement, or by using any of our deposit account services, you and any other person identified as an owner agree to the terms of this Agreement. This Agreement is revised periodically and by continuing to hold an Account with us, you agree to the most recent version of this Agreement, which is available at your local IncredibleBank branch, at www.incrediblebank.com, or by calling IncredibleBank at (888) 842-0221.

This Agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous oral agreements and understandings. If any terms of your signature card, account agreement form, resolution, entity authorization form or certificate of authority are inconsistent with the terms of this Agreement, the terms of this Agreement will control. Any variations to this Agreement must be acknowledged by us in writing.

Other deposit products and services, such as online banking, mobile banking, Zelle® payments, Health Savings Accounts or retirement accounts, are subject to additional agreements. If we have issued you a debit or ATM Card that provides electronic access to your Account(s), you will receive a separate cardholder agreement with additional terms and conditions relating to this Card. Additional terms are also contained in our *Schedule of Fees* and the Truth-in-Savings disclosure(s) that you received in connection with your Account(s).

You should also refer to certain other sections of this document:

- Electronic Funds Transfer Policy for Personal Accounts
- Funds Availability Policy
- Substitute Check Policy

ARBITRATION DISCLOSURE. This Agreement contains an arbitration, provision to be followed in the event of any disputes between you and us in connection with your Account(s) or the agreements related thereto. Please read the arbitration provision on page 17 through 19 carefully. It requires, with limited exceptions, all claims and disputes between you and us relating to your Account(s) or your Agreement to be resolved by final and binding arbitration, and also contains a class action and jury trial waiver. YOU HAVE THE RIGHT TO OPT OUT OF THE ARBITRATION PROVISION. Unless you opt out of the arbitration provision within 60 days: (1) you will only be permitted to pursue disputes or claims and seek relief against us on an individual basis, not as a member in any class or representative action or proceeding and you waive your right to participate in a class action lawsuit or class-wide arbitration; and (2) you are waiving your right to pursue disputes or claims and seek relief in a court of law and have a jury trial. Subject to applicable law, any claims related to your Account are required to be commenced no later than one year after the conduct giving rise to the alleged claim occurs or else that claim will be permanently barred.

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This Agreement

General Terms

This Agreement is the contract that governs each Personal Account and Business Account that you have at IncredibleBank. You may be provided other documents that govern your Account and related products and services. These documents are collectively referred to as the "Account Documents" and are a part of the Agreement for your Account. As described in this Agreement, certain provisions only apply to Personal Accounts or Business Accounts. Please read this Agreement and the Account Documents carefully and let us know if you have any questions. In this Agreement, "we," "us," and "our" refer to IncredibleBank, and "you" and "your" refer to each Account owner, authorized signer, and any other person authorized to operate your Account.

If we notify you that the terms of your Account have been amended or changed, and you continue to have your Account after the effective date of the change, you have agreed to the new terms. For consumer customers, rules governing changes in interest rates are provided for separately in the Truth-in-Savings disclosure(s) or in another document.

Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this Agreement, our *Schedule of Fees* and any other Account Documents. You authorize us to deduct these fees and charges, without notice to you, directly from the Account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement. Each of you also agrees to be jointly and severally (individually) liable for any Account shortage resulting from charges or Overdrafts, whether caused by you or another with access to this Account. This liability is due immediately and can be deducted directly from the Account whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the Item or benefited from the charge or Overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your Account. This also includes any action that you or a third party takes regarding the Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute.

Change in Terms and Notices

We may change this Agreement, our *Schedule of Fees,* or any other Account Documents governing your Account and our relationship at any time, subject to applicable law. This means we can amend, add, delete or replace any provision or term governing your relationship with us. In addition, we may suspend, modify, convert, or terminate a service, convert this Account to another account type, or close this Account for any reason.

Unless otherwise required by applicable law or specified by us, any such amendments or types of changes will be effective after any of the following: (a) notice of amendment or change is mailed to your current address in our records, (b) notice of amendment or change is posted in the lobbies of our branches for a reasonable period of time, or (c) if applicable and permitted, notice of amendment or change is provided in electronic form. If we are permitted to send an electronic notice, we may provide such notice of amendment or change to you: (1) by email at any email address you provide to us at any time, (2) by access to a website that we will identify in an email notice we send to you at the time the information is available, or (3) by access to a website that generally we will identify to you in advance for such purpose. If you continue to use your Account, Card, or related services, or keep the Account open after the effective date of any such notice you will be deemed to agree to the amendment or change. Notice to any one Account owner of your Account is notice to all Account owners of your Account.

No notice is required for changes in the interest rate and corresponding changes in the annual percentage yield for variable rate Accounts. In addition, if we make changes that are either favorable to you, will have no adverse effect, or do not impact the terms or services related to your Account, we will not provide you notice, unless required by applicable law. You may review the current Agreement applicable to your Account at www.incrediblebank.com. Any provision of this Agreement may be changed or terminated immediately, without notice, to the extent necessary to comply with any applicable law.

Applicable Law

Unless otherwise stated herein, your Account and this Agreement will be governed by federal law and, unless superseded by federal law, by the law of the state in which your Account is located. If you opened your Account in person, it is located in the state in which you opened it. If you opened your Account online, through our mobile application or by telephone, then your Account is located in Wisconsin. Your Account is also subject to the Uniform Commercial Code as enacted in the State of Wisconsin and any agreements entered into by us with other associations or entities that provide clearing and settlement procedures for Items processed by us, including the Federal Reserve and The National Automated Clearing House Association, all of which are included within the definition of applicable law.

Key Account Terms

Account: Any checking, savings, money market or time deposit account that is subject to this Agreement, including the products and services currently listed in our "*Schedule of Fees.*"

Account Hold: An amount of funds that is not available for withdrawal due to delayed funds availability, a court order or other reasons. An Account Hold may be placed for more than your Account balance.

Automated Teller Machine (ATM): An electronic telecommunications device that enables you to perform cash withdrawals, deposits, transfer funds, or obtain Account information, at any time and without direct interaction with bank staff.

Automated Clearing House (ACH): An electronic withdrawal or transfer from, or deposit to, your Account that we send or receive through the Automated Clearing House network.

Available Balance: The amount of money in your Account that you can use right now, which is updated throughout the Business Day. Here is how we calculate your available balance: We start with your previous end of day Current Balance and (i) add any available pending deposit and credit transactions, and (ii) subtract any pending withdrawal and debit transactions, including electronic debits and Card transactions for which a merchant has obtained a payment authorization, deposits that are not available yet for withdrawal, and Account Holds on your Account.

Business Account: Any Account that is not a Personal Account, including any Account that we offer from time to time primarily to businesses, public entities, commercial and non-profit enterprises, corporations, organizations, partnerships, limited liability companies, sole proprietors and associations.

Business Day: Every day except Saturdays, Sundays, and federal holidays. Some branches may close on a Business Day due to an emergency or to observe a state holiday.

Card: Any ATM card, debit card, contactless debit card, or other electronic device or vehicle (such as any digital card, digital code, electronic serial number, mobile identification number, or personalized identification number) that is issued by us used to access your Account for an ATM transaction, point-of-sale purchase or cash advance. Card excludes any gift card or other prepaid card not directly related to an Account.

Check: A written order to pay a specific amount of money drawn on, payable through, payable at or processed by a bank or other depository institution. A Check that is sent or returned as an electronic image or as a "substitute check" is still considered a Check. *See* **Check 21** below.

Claims: All disputes, controversies, or claims between you and us arising out of or relating to your Account(s), this Agreement, and any other agreement related to your Account(s), or any transactions arising thereunder, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. As used herein, "Claims" do

not include any disputes or claims arising out of or relating to any credit card agreement or any agreement for a loan secured by real property (including, for example, a home equity line of credit).

Current Balance: This is sometimes referred to as the ledger balance and is the total amount of money recorded in your Account, including all deposits plus interest credit to the Account, minus all withdrawals and other debits that have posted to your Account at the close of the previous Business Day. The Current Balance only includes transactions (deposits and payments) that have posted to your Account. The Current Balance does not include outstanding transactions, such as, for example, Checks that have not yet cleared and electronic transactions that have been authorized but which are still pending. While a deposit might appear in your Current Balance immediately after being processed, the funds may not be available for immediate use if they are subject to an Account Hold. Since the Current Balance does not include outstanding transactions that have not yet posted and Account Holds on deposits, only part of this balance may be available for withdrawal.

Debit Card Transaction: Any purchase or bill payment using your debit Card. Debit Card Transactions may be everyday (not recurring) transactions or recurring payment transactions such as monthly bill payments.

Direct Deposit: An automated electronic deposit initiated by a business directly into your Account through the ACH network, such as an employer issuing payroll or a government paying benefits.

Endorsement: An Endorsement is a signature, stamp or other mark on a Check to cash, deposit or negotiate the Check, or to transfer the Check to another person.

Instant Payments: Electronic/digital payment solutions such as Zelle®, FedNow® Service and the RTP® Network (Real Time Payments) that enable the real-time or immediate clearing of transactions and crediting of funds to the payee's account and subsequent confirmation to the payer. Zelle® and the related marks are wholly owned by Early Warning Services, LLC and are used herein under license. RTP® is a registered trademark of The Clearing House Payments Company LLC, and FedNow® is a registered trademark of the Federal Reserve Bank.

Item: Any order, instruction, or authorization to withdraw or pay funds or money from or to your Account. Examples include a Check, draft, money order, ACH, wire transfer, bill pay, other electronic transfer, ATM withdrawal, teller withdrawal, Card purchase, and fee. When any of these Items is presented multiple times (represented), as described in the section below titled **Resubmitted/Represented Items**, the Item may be treated as a separate Item each time it is represented.

One-Time Debit Card Transaction: These are individual Debit Card Transactions rather than Debit Card Transactions that you schedule in advance to repeat at substantially regular intervals, such as to make monthly bill payments. One-Time Debit Card Transactions include all One-Time Debit Card Transactions, whether the debit Card is used, for example, at point-of-sale, in an online transaction, or in a telephone transaction. They are also called "everyday Debit Card transactions."

Overdraft: The amount by which any transaction(s) would exceed the Current Balance in your Account either when it is authorized or presented for settlement during our nightly processing. If your Account has a negative balance it is considered to be overdrawn.

Overdraft Fee: The fee we charge when you do not have a sufficient Current Balance in your Account to pay an Item during our nightly processing, and we pay the Item rather than return the Item. This fee, which is sometimes referred to as a "Paid Item Fee," is set forth in the *Schedule of Fees*.

Personal Account: A consumer account in the name of natural persons that we classify from time to time as personal and offer primarily to consumers for personal, family or household purposes.

Opening Your Account

Required Information

To open and maintain your Account, you must complete the proper forms and provide us with any other documents or information that we may require to establish or maintain an Account with us. You agree to cooperate with us in any record keeping and reporting which we believe to be necessary to fulfill government requirements. These requirements include acceptable forms of identification, your government issued identification number, and any required minimum deposit. If you open a Business Account with us, you must certify the adoption of resolutions acceptable to us that authorize us to transact business with your designated representative(s) and must attest to beneficial ownership of your business as required by law. Other document requirement(s) may apply based on the type of Account being opened. If these documents are not provided within a reasonable period of time, we may close your Account.

Customer Identification Program Notice (USA Patriot Act)

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 who opens an Account.

What this means for you.

When you open a Personal Account, we will ask for your name, address, date of birth, Social Security Number, driver's license or other information that will allow us to identify you. When you open a Business Account, we will ask for your business name, Taxpayer Identification Number, business address and other documents that will allow us to identify your business and confirm your authority. Each time a Business Account is opened, we are required to ask you for identifying information for each individual that will be a signer on the Account, has a beneficial ownership (25% or more) and one individual that has significant managerial control of the business. This will include the name, residential address, date of birth, Social Security Number and other identifying documents that will allow us to identify any such individual(s). If you are opening an Account on behalf of a business, you will be required to provide the appropriate documentation and to certify that this information is true and accurate to the best of your knowledge.

Existing customers.

Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

Failure to provide information.

If, for any reason, any owner is unable to provide the information necessary to verify their identity, their Account(s) may be blocked or closed, which may result in additional fees assessed to the Account(s).

Credit Verification and Reporting

Consumer reports and credit reports may be requested from any reporting agencies. Upon request, you will be informed whether or not a credit report or consumer report was requested, and if such report was requested, informed of the name and address of the reporting agency that furnished the report. 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. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Deposits

Receipt and Processing

Credit: When you make a non-cash deposit to your Account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be

collected from another financial institution, we must be paid before the credit becomes final. After the credit is final it may still be reversed if the funds cannot be collected. *See* **Returned Deposited and Cashed Items** and **Funds Availability Policy.** All deposit receipts are issued subject to our count and verification of the Items deposited. You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly credited, we may request a copy of your receipt or other documents associated with your deposit.

Account Adjustments: We reserve the right to make adjustments to your Account to reflect corrections or changes to your Account balance. Adjustments might occur, by way of example and not limitation, if deposits or withdrawals are posted for the wrong amount or to the wrong Account, if you are subject to income tax back-up withholding tax but the appropriate amount was not withheld, or if deposits are returned unpaid. In the event of an error that has caused an overstated balance, you agree to reimburse the overstated amount.

Early Access Direct Deposit: We may, at our sole discretion, make certain eligible Direct Deposits available in your Account before the date scheduled by the payor. This service is offered as a courtesy on certain Accounts and is not guaranteed. If you receive recurring Direct Deposits—such as payroll, pension, or government benefit payments—through the Automated Clearing House (ACH) network, those deposits may qualify for early access. Not all Direct Deposits are eligible, and eligibility is determined by us based on the type of deposit and the information provided by the payor. We reserve the right to modify, suspend, or discontinue early access Direct Deposit at any time without prior notice.

When we receive advance notice from a payor that a qualifying Direct Deposit is scheduled, we may make the funds available to you the day we receive the payment file or up to two (2) business days prior to the scheduled payment date, whichever is later. The availability of funds through early access depends on when we receive the payment file from the payor. If we do not receive sufficient advance notice, we may not make the funds available early.

There is no fee for early access Direct Deposits. However, if a deposit made available through early access Direct Deposit is later reversed, rejected, or otherwise uncollected, we may debit your Account for the full amount of the deposit—even if you have already withdrawn the funds. This may result in a negative balance or Overdraft, and you are responsible for promptly repaying any such amount and any associated Overdraft Fees. *See* **Overdrafts/Returns, Overdraft Fees, Overdraft Protection**.

For interest-bearing Accounts, interest on funds made available through early access will begin to accrue on the business day we credit your Account. Early access Direct Deposit funds are included in your Current Balance and may be used to authorize and pay transactions.

Foreign Currency: Deposits received by Check, will be deposited into your Account in the original foreign currency and subsequently converted to U.S. dollars after the deposit has been made. Any other foreign currency deposits, including ACH or wire transfer, will be converted to U.S. dollars prior to being deposited into your Account. We will convert your funds at an exchange rate established by IncredibleBank on the Business Day when such exchange is processed. Currency exchange rates are determined at our sole discretion based on factors such as market conditions and risk, economic and business factors. Fees are charged separate from the exchange rate, which is an all-in rate which includes our profit, costs, and charges. Currency exchange rates will be applied to these deposits without notice to you. You agree to this procedure and accept our determination of the currency exchange rates.

Foreign currency conversions can take time and exchange rates fluctuate at times significantly. You acknowledge and accept all risk that may result from such fluctuations. Your transaction is a retail transaction. Retail foreign exchange conversion rates are different from the wholesale exchange rates for large transactions between two banks as may be reported in *The Wall Street Journal* or elsewhere. Exchange rates offered by other banks or shown at other sources (including online sources) may be different from our exchange rates. The exchange rate you are offered may be different from the rate paid by IncredibleBank to acquire the underlying currency. The exchange rate may also be different from a rate offered by IncredibleBank to a different customer, at a different time, for a different transaction amount, or in a different payment channel (Checks, wire-transfers, etc.).

We sometimes rely on other financial institutions in the conversion process. In this event, the conversion will be in accordance with the policies and procedures of the bank and the funds will be converted at the exchange rate determined by that bank. Any fees or charges assessed by that bank will be passed on to you. Your final credit will be adjusted to reflect that final exchange rate less all fees or charges.

Foreign Checks: Checks and other Items drawn off a foreign financial institution, whether negotiable in a foreign currency or in U.S. dollars, may require special funds collection processing by us. As a result, funds availability may be delayed. If you deposit such an Item, you agree that we may delay funds availability at our discretion until we are satisfied that we have received final payment of the Item.

Deposits by Mail: If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. *See* **Funds Availability Policy**.

Night Depository: If you arrange for night depository services, you must comply with the following two rules and also comply with the rules in any separate night depository agreement.

1. **Use of Containers.** Each deposit placed in the depository must be contained in a sealed envelope, or in a bag or pouch that has been approved or supplied by us. Deposits are only processed to Accounts held at IncredibleBank.
2. **Care.** You must take appropriate care when you put the container in our night depository or other facility to make sure the container is received by us. Our responsibility for the security of the container and the drawer or facility is to use reasonable care. This means we are not automatically liable for just any loss, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss. In legal terms, we are a "bailee" until the point:
   - when we open the container and inventory its contents (if that is what we are asked to do); or
   - when you sign the receipt for or take custody of the container (if we do not open the container).

Endorsement: If you make a deposit to an Account and you fail to endorse the Item, we may add an Endorsement on any Item and you will be responsible for the Item as if you endorsed it yourself.

Our Right to Refuse Deposits: We can refuse to accept any Item or other type of deposit for any reason, or no reason, or impose conditions on a deposit. For example, we can treat a deposit as an "inquiry" or take an Item for "collection" instead of deposit. We may also decline to accept a large cash deposit or require you to make such a deposit at a location and time of our choosing. *See* also **Check Deposit Refusal** below.

Returned Deposited and Cashed Items

The funds you deposit to your Account are subject to normal collection processes even after we make the funds available to you for withdrawal. If we do not collect the funds, or we need to return an Item as unpaid, your deposit will be reversed and become your responsibility. These are called "Returned Items", and they will be charged back to your Account and a Return Item notice will be mailed or otherwise sent to the primary Account address on file.

Items you deposit may be returned unpaid for many reasons, but here are some examples:

- The amount of a Check you deposit is recorded incorrectly to your Account. The person who wrote the Check catches the error, and reports it to their bank, who in turn reports it to us. We would reverse the incorrect portion of the deposit and correct the mistake.
- A Check you deposit has been altered, either with a change in the amount of the Check or a change in the payee. The person who wrote the Check notices the alteration and reports it to their bank, who reports it to us. We generally will be required to reverse your deposit and send the funds back to the Check writer's bank.
- A Check you deposit has a forged signature, such as the signature of the owner of the account on which the Check was written or a signature on the back of the Check. When the account owner notices the forged signature and tells their bank, we may be required to reverse your deposit and send the Check funds back to the other bank.

- You cash a third-party Check with us and take cash back from a deposit, or we simply cash the Check and don't deposit any of the funds, and that Check "bounces" (is returned to us unpaid). We can take money from your Account to reimburse us for the Check.
- An ACH credit is made to your account but the person whose account was charged for that ACH transaction tells their bank that the charge was not authorized. We generally will be required to reverse the ACH credit and return the funds to the originating bank.

In addition, if you cash a Check and it "bounces" (it is returned to us unpaid), we can take the money from your Account to reimburse us for the Check, and you will have to collect it through any other ways available to you.

Withdrawals

Methods and Limitations

Generally: Unless clearly indicated otherwise on the Account records, any of you, acting alone, who signs to open the Account or has authority to make withdrawals may withdraw or transfer all or any part of the Account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any Item payable to you or your order for deposit to this Account or any transaction with us. We may place limitations on the Account until your identity is verified. You may withdraw money from your Account in different ways, as permitted for each type of Account.

Checking: Your Account may be debited on the day an Item is presented by electronic or other means, or at any earlier time based on notification received by us that an Item drawn on your Account has been deposited for collection in another institution. We are required to permit a withdrawal only if you have sufficient funds in your Account to pay the whole amount of the withdrawal. A determination of your Account's balance for purposes of making a decision to dishonor or pay an Item may be made at any time between the receipt of such presentment or notice and the time of payment or return of the Item unpaid, and no more than one such determination need be made.

We are not responsible for delays or losses that result from improper printing on Checks or other Account documents that you obtain through someone other than us. We may refuse to accept for deposit or pay any Check that we cannot process or photograph using our customary equipment. You must protect your Checks and access devices from theft and unauthorized use and write Checks that prevent someone else from altering them without your authorization. You must notify us immediately if you become aware that Checks, access devices, Account documents or statements have been lost or stolen. If you fail to secure your Checks, Account documentation, access codes or devices, we are not responsible for any losses that may result unless required by applicable law or payment network rules.

We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your Account or reclassify it as a transaction Account. If we reclassify your Account, your Account will be subject to the fees and earnings rules of the new Account classification.

Federal regulations provide that we must retain the right to require at least seven (7) days prior written notice prior to any withdrawal or transfer from an interest-bearing Account, but not from an interest-bearing demand deposit Account, whether made in person, by Check, through online banking or our mobile application, by telephone or by preauthorized transfer or withdrawal.

Savings: Savings Accounts have no Check-writing privileges unless we specifically authorize you to write Checks on your Account. On savings Accounts, you may withdraw money in person at our branches, arrange for preauthorized transfers and withdrawals, and if your savings Account has Check-writing privileges, write Checks.

Federal regulations provide that we must retain the right to require at least seven (7) days prior written notice prior to any withdrawal or transfer from a savings Account, whether made in person, by Check, through online banking or our mobile application, by telephone or by preauthorized transfer or withdrawal.

Time (Certificates of Deposit): When you open a time Account, you are agreeing to keep your funds on deposit with us in that Account until the maturity date. We are not required to allow you to withdraw any or all of the funds in the Account until the maturity date. If we do allow a withdrawal, we may require you to withdraw the full balance in the Account and pay an early withdrawal penalty.

Retirement: Most of the restrictions on withdrawals described above will apply to retirement Accounts. Certain other restrictions apply. Refer to the documents governing your retirement Accounts for a complete description of these restrictions.

If we exercise our right to require prior notice of withdrawal, we can refuse to allow any withdrawal for which prior notice was not given. This means that we can refuse to pay Checks written against the Account and we are not liable to you for wrongful dishonor, for failure to release your funds or for any other reason.

We may subtract from your balance the amount of any Check or other Item that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation or information that is acceptable to us before processing the transaction. If Check writing is not an available feature of your Account, we will not issue you Checks, and you are not permitted to write Checks drawn on your Account and we will not pay these Checks.

Multiple Signature Requirements

We are not required to comply with any multiple-signature requirement, either on Personal Accounts or Business Accounts, even if your signature card or account agreement form specifies that multiple signatures are required or you have otherwise instructed us to do so.

Cash Withdrawals

You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash. We may require reasonable advance notice for large cash withdrawals and may request additional documentation prior to completing the transaction. We may also place reasonable restrictions on or refuse to honor a request to withdraw funds in cash from your Account or to cash a Check (including cashier's Check or other official Item) at a branch if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We may require that such withdrawals be made on a different day or by an armored courier acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions. We may require you to sign a document releasing us from any liability if you leave our branch office and are robbed or assaulted. We may refuse the withdrawal request if you or someone cashing your Check does not agree with these restrictions.

Checks

Post-Dated Checks

A post-dated Check is one which bears a date later than the date on which the Check is written. We are not responsible to you if we pay a Check before its date, even if we have noticed that it is post-dated. If we, at our option, pay a Check because it is presented before its date, you will have to pay, if applicable, the fee we charge for an Overdraft. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules and procedures for stopping payments. *See* **Stopping Payments.**

Stale-Dated Checks

A "stale-dated" Check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a Check brought to us ("presented") more than six months after its date. If you do not want us to pay a stale-dated Check, you must place a stop payment order on the Check.

Restrictive Legends or Endorsements

The automated processing of the large volume of Checks we receive prevents us from inspecting or looking for restrictive legends, restrictive Endorsements or other special instructions on every Check. For this reason, we are not required to honor any restrictive legend or Endorsement or other special instruction placed on Checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your Checks. Examples of restrictive legends or Endorsements placed on Checks are "must be presented within 90 days" or "not valid for more than $500.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive Endorsement.

Check Deposit Refusal

Without limiting our general right to refuse deposits, we reserve the right to refuse deposits of Checks for any of the following reasons:

1. All the Check payees are not listed on the Account;
2. Checks payable to a business and the business name is not listed on the Account;
   (Checks payable to a business must be deposited into an Account that includes the name of the business on the associated Account)
3. Improperly endorsed (for example, signed by a person other than the named payee);
4. Restrictive wording (on the deposited Item);
5. Post-dated by more than one Business Day;
6. No date or incomplete date;
7. Altered in any way;
8. Photocopy of Item;
9. Not signed by maker/payor;
10. Drawn on a foreign bank;
11. Missing the numeric amount and/or the written amount;
12. Numeric amount and written amount do not match;
13. No payee listed; and
14. Any other instrument that is not a negotiable instrument.

Facsimile Signatures

We may pay a Check bearing any form of computer-generated or facsimile signature. If you use a computer-generated or facsimile signature, or provide a signature card or account agreement form authorizing any such signature, you will be solely responsible for any Check bearing a similar signature, regardless of your negligence or whether the signature was the same one you used previously.

Check Cashing for Non-Customers

We may refuse, and you agree it will not be a wrongful dishonor to refuse, to cash a Check, draft or other order for the payment of money drawn on your Account payable to a person who is not our depositor. If we cash such an Item, we may charge a fee to the non-bank client and require them to provide us with identification acceptable to us.

Endorsement Standards

The payee of a Check (the person to whom a Check is payable) must sign (endorse) the Check on the back in the space shown in the picture or designated area. If a Check is transferred to someone else before it gets deposited or cashed, that person (the transferee) may also be required to sign the Check. You must endorse Checks in the area that extends to 1 ½ inches from the trailing edge of the back of the Check. You must also confine information that you place or have preprinted on the back of your Checks to the same area. Otherwise, it may overlap into the area reserved for the bank's Endorsement. The trailing edge is the left side of the Check when you look at it from the front.

If you endorse a Check outside of that area, mark or otherwise obscure the other area or a prior Endorsement or make an Endorsement that is illegal or incomplete, we may refuse the Item or we may accept such nonconforming Endorsement and you agree to hold us harmless from any loss, delay, liability, claim or damage which may arise as a result. You are liable for and agree to reimburse us for all claims, costs, losses and damages that result from late return of a Check due to material entered on the back of the Check that obscured or interfered with the depository or another bank's Endorsement.

If you deposit Items which bear the Endorsement of more than one person or of persons who are not signers on the Account, we may refuse the Item or may require you to have their Endorsement guaranteed before we accept an Item. We may accept for deposit Checks payable to any signer on your Accounts when endorsed by any other signer.

Review of Checks; Signature Requirements

The Check payment processing is automated. While we inspect some Checks, you agree that reasonable commercial standards do not require us to do so. You agree that our use of electronic processing and automated payment of Checks without manual verification of signature, or other examination, is a procedure that does not vary unreasonably from general banking usage and constitutes ordinary care by us in paying Checks. We will have no responsibility for reviewing the number or combination of signatures on any Item drawn against an Account. Even if you have indicated that more than one signature is required in connection with an Item drawn on an Account, you authorize us to honor or pay an Item through the Account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the Item. If we return a Check unpaid because we believe it does not match your signature on file with us, we are not liable to you even if you authorized the Check. If the numeric amount on the Check does not match the amount written in words, we may select either when paying it. We have no duty to prevent a Check from being presented for payment multiple times.

Check 21

We are required by law to provide the notice in the following section, **Substitute Checks and Your Rights**, which explains the differences between your original Check (which might not be returned to you by us) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original Check was still available.

Substitute Checks and Your Rights

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 the 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 the substitute check as proof of payment just like the original Check.

Some or all of the Checks that we return to you 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, photocopies of original Checks, or to electronic debits to your Account. However, you have rights under other laws 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, Overdraft Fees).

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 are also 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 laws.

If you use this procedure, you may receive up to $2,500.00 of your refund (plus interest, if your Account earns interest) within ten 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 you received and that was posted to your Account, please call or write us (see first page for phone number and address). You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
4. a copy of the substitute check or information to help us identify the substitute check, such as the check number, the name of the person to whom you wrote the check, and the amount of the check.

Remotely Created Checks

Like any standard Check or draft, a remotely created Check (sometimes called a telecheck, preauthorized draft or demand draft) is a Check or draft that can be used to withdraw money from an Account. Unlike a typical Check or draft, however, a remotely created Check is not issued by the paying bank and does not contain the signature of the Account owner (or a signature purported to be the signature of the Account owner). In place of a signature, the Check usually has a statement that the owner authorized the Check or has the owner's name typed or printed on the signature line. You warrant and agree to the following for every remotely created Check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the Check in the amount and to the payee that appears on the Check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a Check is returned you owe us the amount of the Check, regardless of when the Check is returned. We may take funds from your Account to pay the amount you owe us, and if there are insufficient funds in your Account, you still owe us the remaining balance.

Wire and Other Funds Transfers

General

The following terms will apply with respect to wire transfers from your Account. If you have entered into a separate wire transfer agreement with us, that separate agreement will control to the extent of any inconsistency with the terms below. This section does not apply to electronic funds transfers that are governed by the *Electronic Funds Transfer Services Policy for Personal Accounts* beginning on page 22.

Governing Rules; Defined Terms

We may use the funds transfer system of the Federal Reserve or any other funds transfer system to execute wire transfers from your Account. When you request a wire transfer, you agree to be bound by any rules and regulations then in effect governing the use of any system through which wire transfers are conducted and all applicable laws. Certain terms used in this section have the definitions provided in Article 4A of the UCC and, with respect to any wire transfers processed through Fedwire, Regulation J. Any wire transfer request you submit will be deemed your "payment order" as defined in the UCC, and the "beneficiary" or "creditor" is the person or business who receives the payment.

A "Remittance Transfer" is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a beneficiary in a foreign country. Financial institutions that process a minimum number of Remittance Transfers on an annual basis are required to comply with certain requirements governing Remittance Transfers in the Electronic Funds Transfer Act and Regulation E. If we are subject to these requirements, you will have certain rights in connection with Remittance Transfers, which will be explained at the time you initiate a Remittance Transfer. **The provisions set form herein with respect to "Remittance Transfers" only apply to the extent that we notify you that your wire transfer constitutes a "Remittance Transfer" under the Electronic Funds Transfer Act and Regulation E.**

Security Procedure

We offer certain security procedures for wire transfers, which may vary depending on the method you use to initiate a wire transfer. Your submission of a payment order constitutes your agreement that our security procedures are commercially reasonable as a means of authenticating a payment order communicated to us by you or on your behalf. You acknowledge that the security procedures are used to verify the authenticity of, and not to detect errors in, any payment order. Any payment order received in accordance with the applicable security procedures will be enforceable against you, whether or not authorized, if we accept such payment order in good faith. You agree to be bound by any payment order whether or not we verify it in compliance with the security procedures, if you issued the payment order or otherwise benefited from the wire transfer. If you choose to communicate a payment order to us in a manner that varies from the security procedures, you will be deemed to have refused the security procedures that we offer and recommend as commercially reasonable and you agree to be bound by and pay for any such payment order accepted by us in good faith, whether or not authorized.

Submitting Payment Orders

You are solely responsible for the content of each payment order and the accuracy and completeness of the information contained therein. We will rely on the information contained in the payment order in carrying out your instructions. No instructions or other restrictions accompanying your payment order shall be effective unless expressly accepted and agreed to in writing by us. You understand that we have no duty to process payment orders and that we are not obligated to process any payment order if it is not in our required format or if we are unable to verify it in accordance with the applicable security procedures. A payment order is considered accepted by us when we execute it.

You acknowledge and agree that, except for any applicable outgoing international wire transfers for consumers that constitute a Remittance Transfer, as provided below, we and any receiving bank are entitled to rely on your Account number or the recipient's account number (or bank identification number) that appears on your payment orders without any obligation to look at the name of the receiving customer or bank that may also appear on the payment order.

Processing Payment Orders

We will use commercially reasonable efforts to execute each payment order received in accordance with the security procedures by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party: (a) no later than the stated transfer date, provided such date is a Business Day and is not earlier than the day such payment order is received; or (b) on the day such payment order is received, if no transfer date is stated. If the requested transfer date is not a Business Day, or if

we receive a payment order without a stated transfer date on a non-Business Day, we will process the transfer on the next Business Day. Notwithstanding the foregoing, we reserve the right to delay executing a payment order for any reason in our sole good faith discretion, including but not limited to concerns regarding its authenticity, accuracy, or completeness or lack of sufficient funds in the Account. We will not be liable to you or any other person for such delay provided that we acted in good faith. Our processing of payment orders is subject to our processing schedule, which are subject to change from time to time. Payment orders received by us after any established cutoff time will be deemed to have been received on the next Business Day.

Agreement to Pay; Provisional Credit

You agree to pay us the amount of any wire transfer that we execute based on your payment order. You also agree to pay us the amount of any fees and charges applicable to wire transfers. Any credit to your Account resulting from a wire transfer is provisional until we receive final settlement for the funds. If we do not receive final settlement for the funds, then you agree that we may reverse the credit to your Account or that you will otherwise reimburse us if funds in your Account are not sufficient. If we receive satisfactory documentation that a wire transfer was made in error, or for an erroneous amount, we may debit your Account for the amount erroneously credited, or you agree to otherwise reimburse us if funds in your Account are insufficient. In the event that your wire transfer does not become final, your underlying obligation to that receiver will not be discharged. If a wire transfer to you from another party does not become final, then that party's underlying obligation to you will not be discharged.

Transfers in Foreign Currency

Any payment order in a currency other than U.S. Dollars shall first require that you validly purchase such foreign currency from us or we shall purchase such currency from an affiliate or correspondent bank. Unless otherwise agreed between us, the value of any such wire transfer shall be reported to you in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such payment order or because of a rejection of delivery for any reason shall be charged to your Account. You agree that if we utilize the services of other banks for the purpose of giving effect to any payment order in foreign currency, then we do so for you at your risk. Any fees imposed by other banks or intermediaries may be deducted from the amount of the wire transfer, which can reduce the amount received by the beneficiary or creditor. If we are required to comply with applicable law and regulations governing Remittance Transfers, we will provide certain required fee and payment disclosures at the time of initiation.

Cancellation or Amendment

We have no obligation to amend or cancel a payment order after it has been submitted to us. If we receive an amendment or cancellation request before we have executed the payment order, we may make a reasonable effort to act on your request. Except for a Remittance Transfer, if we act on a cancellation or amendment instruction, you will indemnify and reimburse us for all Losses we incur relating to the cancellation or amendment, we will have no liability to you or any third party if the requested cancellation or amendment is not accomplished, and you will be obligated to pay the payment order as transmitted.

Reliance on Identifying Number

You agree that we and any bank or intermediary involved in processing your payment order, are entitled to rely on the account number and bank identification numbers provided by you without any obligation to look at the name of the beneficiary, creditor, or bank which may also appear in the payment order, even if the number identifies a person different that the named beneficiary, creditor, or bank. If you provide an incorrect account number or bank identifier for the recipient, the wire transfer may be misdirected, resulting in the loss of funds. You acknowledge and agree that we have no obligation to detect errors and no liability for any incorrect or missing information in your payment order.

Rejection of Payment Orders

We have the right to reject, and refuse to accept, any payment order for any reason, including your failure to maintain a sufficient balance in an Account. We will have no liability to you based on such rejection or refusal. If we reject any payment order, we will attempt to notify you within a reasonable period of time, but we will have no liability to you based on any failure or delay in providing such notice. We will also attempt to notify you if a wire transfer is returned to us, but we will have no liability to you based on any failure or delay in providing such notice. We are not obligated to resend a wire transfer that is returned to us if we complied with the original payment order.

Notice of Errors; Limitation of Liability

We will notify you in your periodic Account statement or other Account information made available to you of any credit to or debit from your Account resulting from any wire transfers, and we will not be required to provide any other notice to you. You agree to notify us in writing of any error or unauthorized wire transfers within fourteen (14) calendar days from the date we notify you of execution of the wire transfer, whether such notice is given by periodic statement or by any other means. Your failure to notify us within this time period will prevent you from asserting against us a claim for lost interest on an erroneous or unauthorized wire transfer. Furthermore, you will also be liable to us for any losses we may incur as a result of your failure to notify us within this 14-day time period. In addition to our limits on liability set forth elsewhere in this Agreement, if we do not exercise ordinary care and this causes a failure, delay or improper execution of a payment order, our liability shall be limited to an amount equal to interest losses attributable to such failure, delay or improper execution, which amount shall be calculated by using a rate equal to the average Federal Funds rate for that period. If we are required to comply with provisions in the Electronic Funds Transfer Act and Regulation E governing Remittance Transfers, we will provide applicable disclosures at the time of initiation and this paragraph will not apply to any such Remittance Transfers.

Additional Terms Applicable to Outgoing International Wire Transfers for Consumers (Remittance Transfers)

The following additional terms for Remittance Transfers only apply if we are subject to the requirements in the Electronic Funds Transfer Act and Regulation E governing Remittance Transfers. We will notify you if your wire transfer constitutes a "Remittance Transfer" under the Electronic Funds Transfer Act and Regulation E at the time you initiate the wire transfer.

A Remittance Transfer is a wire transfer initiated by a consumer in the United States in which funds are transferred to a beneficiary in a foreign country for personal, family, or household purposes. The terms in this section do not apply to international wire transfers:

(a) sent to a beneficiary in the United States,
(b) initiated by a non-consumer, or
(c) initiated by a consumer for non-personal, non-family, or non-household purposes.

If there is a conflict between the provisions in this section and any separate wire transfer agreement, any disclosure, other provisions in this Agreement, or any other document governing our relationship, the terms of this section shall control.

As applicable, we will provide you disclosures identifying, among other things, the amount that will be transferred to the beneficiary, a description of any fees and taxes imposed by us, a description of any fees and taxes to be applied by third parties to the extent known by us, the exchange rate to be used, and the amount to be received by the beneficiary in the foreign currency.

You will have the right to cancel a Remittance Transfer covered by this section for a full refund within 30 minutes of completing it.

In the event you believe an error has occurred with regard to a Remittance Transfer covered by this section, you must notify us no later than 180 days after the date on which the funds will be available to the beneficiary (disclosed as the "Availability Date"). You may notify us by calling 1-888-842-0221 or mailing us at IncredibleBank, 327 North 17th Avenue, Wausau, Wisconsin 54401. When you contact us, we will require the following information to the extent available: (a) your name, address and telephone number, (b) the beneficiary's name, address and telephone number, (c) the date, dollar amount and transaction confirmation number of the outgoing international wire transfer, and (d) specifics regarding what you believe to be the error or problem. If you fail to notify us within this time period, we will not be liable for any error or loss of interest relating to the erroneous transaction.

We are only liable for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC4A. Except as required by Regulation E, subpart B, we will not be responsible for the acts or omissions of any other person or entity, including third parties involved in the processing of Remittance Transfers covered by this section, and no such party may be deemed our agent. In no event will we have any liability for indirect, consequential, incidental, exemplary, punitive, or special damages, even if advised of the possibility of such damages.

Posting Order

Posting order is the order in which we apply withdrawals, deposits and other transactions to your Account. We receive transactions at different times throughout the Business Day, and some transactions will show up on your Account as pending transactions during the day while others may not. Although we receive Items throughout the day, we generally treat them as if we received all Items at the same time at the end of the Business Day.

The order in which Items are processed and posted to your Account is important if there is not enough money in your account to pay all of the Items that are presented. The posting order can affect the number of Items overdrawn or returned unpaid and the amount of the fees you may have to pay. We may pay or decline to pay any Item if you do not have sufficient funds in your Account to pay the Item in full or if it is presented when your Account already has a negative balance. We look at your balance only once to decide if an Item would cause an Overdraft.

It is important to understand that Items are not posted to your Account in the same order in which the transactions occurred. Instead, Items are posted to your Account using automated systems that group transactions into categories based on the Item type. At the end of each Business Day, we generally post deposits and withdrawals to your Account in the following order:

1. Deposits and Credits. Any deposits and other credits we receive will be posted to your Account before any withdrawals and debits, including:
   - Cash and check deposits, including ATM deposits.
   - Mobile banking deposits.
   - Transfers into your Account, such as those made through online and mobile banking (other than an ATM).
   - Direct Deposits (ACH).
2. Withdrawals and Debits. After any deposits and credits are posted to your Account, any withdrawals and other debits we receive will be posted to your Account in the following order:
   a. Chargebacks. Debit adjustments resulting from a chargeback or dispute resolution process, including those initiated by a Card network or merchant, in order from lowest to highest dollar amount.
   b. Wire Transfers and ATM Withdrawals. Outgoing wire transfers from your Account and ATM withdrawals, in order from lowest to highest amount.
   c. Point of Sale or Debit Card Transactions. Any point-of-sale or Debit Card Transactions, which will be posted in the order received.
   d. Instant Payments, ACH Debit Transactions and ATM Transfers. Any Instant Payments and ACH debit transactions, and ATM debit transfers made at an ATM from your Account to another account, in order from lowest to highest dollar amount on the day they are processed. ACH debit transactions include:
      - External transfers to and from your accounts at other financial institutions.
      - Recurring payments made using your routing and account number.
      - Checks converted to electronic payments.
      - Online banking bill payments (unless processed as a Check).
   e. In-Person Withdrawals. Cash withdrawals made in person at a branch location using a withdrawal slip or other authorized method, in order from lowest to highest dollar amount.
   f. Checks: All Checks will be posted in check number order, starting with the lowest number, regardless of the date on which the Check was originally written or the amount of the Check. This includes Checks created through a bill payment service, which may have a number that is not in sequence with other Checks you write from your checkbook. If a Check number is not available, all numbered Checks will be processed first, and any remaining Checks will be processed based on the amount of the Check, from lowest to highest.
3. Fees/Account Credits. Bank generated transactions, such as fees (including Overdraft fees and monthly maintenance fees), interest credits, and ATM surcharge rebates will generally be processed in the order they occur.

Please note that the examples provided above are intended to be representative of the most common types of Items within each category, and other Items may be posted to your Account even though not specifically in each category. We reserve the right to change our posting order at any time.

We have arranged the posting order so as to minimize the total Overdraft Fees that you might have to pay, but there may be instances where the order in which we process these withdrawals may affect the total amount of Overdraft Fees charged to your Account. That could happen, for example, if a large wire transfer is made from your Account and decreases the Current Balance for Checks posted on the same Business Day (because wire transfers are processed before Checks).

Stopping Payments

You may stop payment on a Check, telephone, and preauthorized transfers. You must inform us of the exact amount of the Item, the number of the Check, the date of the Check and the Account number within such time to allow us reasonable opportunity to act on the request prior to payment. You cannot request a stop payment order if we have already certified, paid, or otherwise become responsible for the Item. If a stop payment order is submitted through a call or in person, we may require you to put your stop payment order in writing, which we must receive within fourteen (14) days after you submit your stop payment order.

A stop payment request on a Check is effective for six (6) months from the date of receipt by us. A stop payment request on a recurring preauthorized transfer stops payment of all recurring preauthorized transfers in the same series. A stop payment on a one-time preauthorized transfer remains in effect until the Item is returned as stopped. Refer to the *Schedule of Fees* for stop payment fee details.

Stop payment Items are identified and processed by computer. Unless the amount of the Check (or other withdrawal or transfer request) and other information are reported absolutely accurately, we cannot assure you that the Item will not be paid. We are not liable for failing to stop payment if you have not given us sufficient information or if your stop payment request comes too late for us to act on it. If we stop payment, you agree to defend and pay any claims against us for our refusal to pay the Check or other Item on which you stopped payment.

If we inadvertently pay a stop payment Item after you have requested us not to, and if you have made your request in time for us to process it, we will pay you only the amount of loss up to the face amount of the transaction. If we recredit your Account, you agree to sign a statement describing the dispute you have with the person to whom the Item was made payable. You agree to transfer to us all of your rights against the payee and any other holder, endorser or prior transferee of the Item and to cooperate with us in any legal action taken to collect against the other person(s).

An ACH check conversion is a transaction that starts as a paper Check that you give to a merchant. The merchant converts the check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your Account. The merchant is required to post a notice about ACH check conversion in a prominent and conspicuous location at the time of the transaction. You can stop payment on an ACH check conversion only if it has not yet been presented by the merchant.

Rules for stopping payment on other types of transfers of funds, such as consumer electronic fund transfers are covered elsewhere in our *Electronic Funds Transfer Policy*

for Personal Accounts beginning on page 22. If you have a Personal Account and you order us to stop payment of an electronic funds transfer three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Overdrafts/Returns, Overdraft Fees, Overdraft Protection

Overdraft and Overdrawn Accounts

Overdraft Determination. When the Current Balance of your Account is less than $0, your Account is "Overdrawn." An Overdrawn Account may result from (1) our payment of Checks, electronic fund transfers, ACH transfers, or other Items; (2) ATM withdrawals and Debit Card Transactions; (3) an Item is returned unpaid, such as a Check, ACH credit to your Account, or similar Item that you or another person deposited into your Account; (4) our assessment of a fee to your Account; or (5) your deposit of Checks or other Items that, according to our Funds Availability Policy, are not yet available for withdrawal. An Overdraft occurs when your Current Balance is too low to pay the Item in full, but we pay (or cover) it anyway. An Overdraft may occur if paying an Item causes your Account to be Overdrawn or if we pay an Item even though your Account is already Overdrawn.

We have no obligation to pay an Item unless you have sufficient funds in your Account when the Item is presented for payment. If an Item such as a Check you write or any other transfer or withdrawal request is presented for payment, or if we otherwise receive notice of such Item, and sufficient funds are not available in your account (due to insufficient funds, uncollected items, or otherwise) to cover the Item, we may, at our option, either (1) make payment in accordance with such Item and create an Overdraft; or (2) return the Item unpaid, and, in either case, we will not be liable to you for doing so. An Item returned unpaid may be re-presented for payment multiple times. We will determine, in our sole discretion, whether to pay or return the Item each time it is presented or re-presented to us for payment. If we pay an Item, we may assess, and you agree to pay an Overdraft Fee, as allowed by applicable law and as set forth in our *Schedule of Fees*. Even if we choose to pay one or more Overdrafts, we are not obligated to pay any future Overdrafts.

Payment of Items and Overdrafts. Our decision of whether to pay or not pay an Item charged to your Account is based on your Current Balance, the amount of the Item, and other considerations. You should be aware that the order in which we post items to your Account may increase the Overdraft Fees you have to pay if your Current Balance is too low to pay the item in full when it is posted to your Account. *See* **Posting Order** above.

If the Current Balance of your Account is too low to pay an Item in full when it is posted to your Account, including if the Item is posted when your Account is already Overdrawn, we will decide in our discretion whether to pay that Item and create an Overdraft or to return it unpaid based on our "Bounce Protection" service, which is a discretionary overdraft service automatically assigned to eligible Accounts. *See* **Bounce Protection** below. We also offer a Sweep Overdraft Service, in which funds are automatically transferred from an eligible linked account. *See* **Sweep Overdraft Service** below. If you have enrolled in our Sweep Overdraft Service, we will pay the Item rather than returning it unpaid if you have sufficient available funds in your linked account.

For Personal Accounts, if you have not given your consent (opted-in), or if you revoke your consent, we will decline any ATM or One-Time Debit Card Transactions that exceeds the Available Balance in your Account, and you will not be charged an Overdraft Fee if the transaction results in an Overdraft, based on your Current Balance, when it is later posted to your Account during our nightly processing. If you want us to consider authorizing ATM and One-Time Debit Card Transactions when you do not have a sufficient Available Balance to cover the Item at the time of authorization, you must provide affirmative consent for us to pay ATM and One-Time Debit Card Transactions that exceed your Available Balance and which may result in an Overdraft if the Current Balance of your Account is less than $0 when any such transactions are later posted to your Account during our nightly processing. *See* **ATM and One-Time Debit Card Transactions** and **The Difference Between your Available Balance and your Current Balance** below.

Bounce Protection. Your Account may automatically include a discretionary overdraft service, which we refer to as "Bounce Protection." This is a courtesy service available to certain eligible Accounts that are in good standing and is not a line of credit. Bounce Protection operates in accordance with the Bounce Protection disclosure provided at Account opening.

Whenever we pay an Overdraft, we charge you an Overdraft Fee for each Item. However, we do not authorize and pay Overdrafts under Bounce Protection for ATM transactions or One-Time Debit Card Transactions unless you authorize us to by "opting-in." *See* **ATM and One-Time Debit Card Transactions** below. Bounce Protection costs you nothing unless you use it. However, if you would like Bounce Protection removed from your Account(s), you may do so by calling us at the phone number listed on the first page of this Agreement, visiting a branch or emailing us at info@incrediblebank.com. If you remove Bounce Protection from your Account(s), we will not pay ATM or One-Time Debit Card Transaction, even if you have given your consent (opted-in) for us to pay ATM or One-Time Debit Card Transactions.

You are responsible for repaying the amount of any Overdraft along with any fees that apply, as described in the Bounce Protection disclosure. If you do not, you may be charged additional fees or interest, your Account may be suspended and/or we may terminate Bounce Protection. We also may close your Account. This could affect your ability to open Accounts with us or other banks in the future.

You authorize us to use the money from any subsequent deposits to your Account to pay any Overdraft and applicable fees. Subsequent deposits include any federal or state benefit payments that you chose to deposit in any Account, including Social Security benefits. You understand and agree that if you do not want your benefits applied in this way, you may change your Direct Deposit instructions at any time with the person or organization paying the benefit.

If we pay an Item under Bounce Protection, we will assess, and you agree to pay an Overdraft Fee, as allowed by applicable law and as set forth in our *Schedule of Fees* and the Bounce Protection disclosure provided at Account opening and as supplemented or amended from time to time. You also agree to pay all costs and expenses we incur in collecting any Overdraft. We may pursue collection of the amount you owe, including filing suit against you, at any time.

Understanding your Account Balance; Avoiding Overdraft Fees. Keeping track of your Account balance is important. You can review your Account balance in a number of ways including reviewing your periodic statement, through online banking or our mobile application, by phone, at an ATM owned by us, or coming into one of our branches.

The Difference Between your Available Balance and your Current Balance. Your Account has a Current Balance and an Available Balance. We use your "Current Balance" to determine whether a transaction will cause your Account to be Overdrawn or if the transaction is being presented to us when your Account is already Overdrawn. We also use your Current Balance to decide whether we will pay or return unpaid a Check or other Item that causes your Account to be Overdrawn or that is presented to us when your Account is already Overdrawn. We use your "Available Balance" to determine whether you have sufficient funds to authorize ATM or One-Time Debit Card Transactions and transactions involving the immediate withdrawal or transfer of funds or money from your Account, such as a teller withdrawal, cashier's check, ACH, wire transfer or other electronic transfer. If an ATM is offline, we may authorize an ATM withdrawal amount in excess of your Available Balance. Importantly, your Available Balance may not be the same as your Account's "Current Balance," as explained below.

As the name implies, your "Available Balance" means the amount of money "available" in your Account that can be withdrawn at a point intime. In other words, the Available Balance includes transactions that have been authorized but not yet settled during our nightly processing. Here is how we calculate your Available Balance: We start with your previous end of day Current Balance and: (i) add any pending credit transactions, and (ii) subtract any pending withdrawal and debit transactions, including electronic debits and Card transactions for which a merchant has obtained a payment authorization, deposits that have not yet cleared are not available yet for withdrawal, and Account Holds on your Account.

Your Account's "Current Balance" is the total amount of money recorded in your Account. The Current Balance only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your Account. The Current Balance does not include outstanding transactions (such as, for example, Checks that have not yet cleared, electronic transactions that have been authorized but which are still pending, and deposits that have not yet been made available such as Account Holds). The balance on your periodic statement is the Current Balance for your Account as of the statement date.

A Debt Card Transaction will be reflected as a pending transaction and/or will reduce your Available Balance from the time we receive the authorization until the final charge

has been presented for payment by the merchant. For more information on how holds placed on funds in your Account can impact your Available Balance, see **A Temporary Debit Authorization Hold Affects Your Account Balance**. Your Available Balance also does not include funds that are not available for withdrawal as described in our **Funds Availability Policy**. This means that your Available Balance is reduced by all of these amounts. It also means that your Available Balance will often be lower than your Current Balance. On the other hand, your Available Balance is not reduced for scheduled bill payments or Checks that you have written that have not yet been processed for payment.

Sweep Overdraft Service. Our Sweep Overdraft Service allow you to link an eligible savings, money market, checking, or line of credit Account, or a combination of such Accounts at one time ("linked account(s)"), to your checking or money market Account ("recipient account") to help avoid overdrawing your Account or having an Item returned unpaid. If you want the Sweep Overdraft Service, you must sign up for it and be approved, and must designate which of your Accounts or your line of credit account, if applicable, will be a linked account for purposes of the service. The Sweep Overdraft Service will be initiated **before** application of the special rules for ATM and everyday One-Time Debit Card Transactions.

For purposes of the Sweep Overdraft Service, "available funds" means the balance of your linked account if it is a savings, money market or checking account, or your available credit if your linked account is a line of credit. If the balance of your recipient account is too low to pay the Item in full, we will use the available funds from your linked account(s) to authorize and pay Items. Any owner of both Accounts may initiate Sweep Overdraft Services without the consent of other owners. Any owner of either Account may cancel the Sweep Overdraft Service without the consent of others. We may cancel your Sweep Overdraft Service at any time. Your request to add or cancel the Sweep Overdraft Service will become effective within a reasonable time after approval.

Whenever we transfer funds from your linked account to avoid an Overdraft, the transfer amount will include any applicable Sweep Transaction Fee and funds to cover presented Items. Transfers occur in set minimum increments as established at the time the sweep arrangement is created. If you do not have enough available funds in your linked account(s) to pay all Items without creating an Overdraft, we will not transfer funds from your linked account(s) and you may be assessed Overdraft Fees (depending on whether we return the Item unpaid or pay the Item). If we authorize your transaction, we will leave the funds in your linked account(s) until we pay the Item, which may take several days. However, if you use those funds before the Item is paid there will not be available funds to make the transfer and your recipient account may become Overdrawn and you may be assessed an Overdraft Fee, except that we will never charge an Overdraft Fee *for paying* any ATM and everyday Debit card transaction unless you have opted-in as provided below in **ATM and One-Time Debit Card Transactions** below. The balance for a linked account is determined at the time we authorize a transaction or at the end of Business Day processing. We are not required to notify you if funds from the linked account(s) cannot be transferred per the Overdraft Protection service.

ATM and One-Time Debit Card Transactions. For Personal Accounts, unless you have given your consent (opted-in), we never charge an Overdraft Fee if we pay an ATM or One-Time Debit Card Transaction when your balance is too low to pay that transaction. If you want us to consider authorizing and paying Overdrafts on ATM and One-Time Debit Card Transactions, call us at the phone number listed on the first page of this Agreement or visit any of our branches. You will also be given the option to authorize and pay Overdrafts on ATM and One-Time Debit Card Transactions as part of the Account-opening process. After you provide this authorization, we may in our discretion pay Overdrafts on your ATM and One-Time Debit Card Transactions. If we do, we also will charge you an Overdraft Fee for each Item that we pay. You may revoke this authorization at any time by calling us or stopping by any of our branches as described above. If you do not opt-in to allow us to pay ATM and One-Time Debit Card Transactions that result in an Overdraft, we may pay or decline the transactions in our sole discretion. If we pay the transaction and it results in an Overdraft, we will not charge you an Overdraft Fee, but you are still required to promptly repay us the amount of the Overdraft. Note that you cannot remove Bounce Protection from your Account if you would like us to pay ATM and One-Time Debit Card Transactions.

Resubmitted/Represented Items. It is possible for any Check, ACH charge to your Account, any bill payment from your Account, and any other transaction intended to withdraw or debit funds from your Account (except wire transfers from your Account) to be submitted against your Account for payment more than once ("represented") if the Item was returned by us unpaid because your Current Balance was too low to pay the Item in full. Any of these Items, if previously returned unpaid by us, may be presented against your Account multiple times. The Item may be presented in its original form, e.g. Check, or be converted to an ACH when represented against your Account. Each represented Item is treated as a separate Item, with the result that the Item can result in an Overdraft Fee (if we chose to pay the represented Item). Special rules for everyday Debit Card Transactions are described in **ATM and One-Time Debit Card Transactions** above.

A Temporary Debit Authorization Hold Affects your Account Balance. On debit Card purchases, merchants may request a temporary hold on your Account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your Account, will eventually be adjusted to the actual amount of your purchase, but will generally be three Business Days before the adjustment is made. Until the adjustment is made, the amount of funds in your Account available for other transactions will be reduced by the amount of the temporary hold.

Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will place a temporary authorization account hold on your balance, generally for three Business Days or until the transaction is posted, for the amount of the authorization requested by the merchant. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your Account after the authorization account hold has expired. Our processing system cannot determine if the amount of the hold exceeds the actual amount of your purchase. Until the temporary authorization hold expires or an adjustment between the temporary authorization hold amount and purchase amount is made, the amount of funds in your Account available for other transactions may be reduced by the amount of the temporary authorization hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, then the balance of your Account will be too low for that transaction and you may be charged an Overdraft Fee if we pay the transaction anyway and the Current Balance of your Account is less than $0 (except as described above for ATM and One-Time Debit Card Transactions on Personal Accounts where you have not opted-in to such payment and related fee). You will be charged an Overdraft Fee even if the Current Balance in your Account would have been high enough to pay the transaction if the amount of the hold had been equal to the amount of your purchase.

We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants, such as gas stations, request authorization in fixed amounts that may be greater than the actual amount of the purchase. For some types of purchases, we may place a temporary authorization account hold for a longer period when the merchant does not know the exact amount of your purchase when the merchant requests an authorization, such as restaurants, hotels or rental agencies. We will pay the purchase amount whenever the merchant sends it to us.

Linked Qualifying Accounts

As noted above, under our Sweep Overdraft Service, you may link qualifying Accounts to your checking Account to help you avoid some fees and get relationship rates. When linked, your Account information may be made available to any other owner on any of the linked Accounts. If the checking Account to which your other Accounts are linked closes for any reason, it is your responsibility to request any remaining eligible Accounts to be linked. If we determine your Accounts are no longer eligible for linking, we may delink them and we are not required to notify you if we do.

Interest Bearing Accounts

Interest on Checking and Savings Accounts

When you open a personal checking or savings Account that pays interest, we will provide you a Truth-in-Savings Disclosure stating the current rate and Annual Percentage Yield for your Account. The Truth-in-Savings Disclosure is part of this Agreement.

Interest is generally reported to the Internal Revenue Service under the SSN or TIN for the primary account owner. We reserve the right not to pay interest on any deposited Item that is returned to us unpaid. Interest is computed using a 365-day basis. We pay interest only in whole cents. Therefore, at the end of each interest payment period

(usually monthly), any fractional amount of interest beyond the second decimal place is truncated. Residual interest will be applied to the next interest cycle.

Interest on Time/Certificate of Deposit Accounts and Other Account Information

When you open a Time/Certificate of Deposit (CD) Account that pays interest, we will provide you with a record stating the current rate and Annual Percentage Yield for your Account. Interest is generally reported to the Internal Revenue Service under the SSN or TIN for the primary account owner. Interest for CDs is calculated on a 365-day basis. Other Account information important to you is included in the documentation provided to you at Account opening.

Fees and Service Charges

Fees and service charges are listed in our Truth-in-Savings disclosure(s) and *Schedule of Fees*. Applicable fees and service charges are subject to change at any time. The Deposit Account Disclosure and the *Schedule of Fees* may also include requirements which, if met, will provide you with certain fee waivers on your Account. You agree to pay any applicable fees and service charges when due, and you authorize us to deduct such fees and service charges from your Account. You understand our withdrawal of fees and service charges from your Account will result in your Account becoming overdrawn if you do not have a sufficient Current Balance to pay such fees and service charges. You agree that our right to deduct any fees and service charges from the funds in your Account extends to any state and federal benefit payments (including, but not limited to, Social Security benefits) that you have chosen to deposit in the Account. If you do not want your benefits to be applied in this way, you must change your Direct Deposit instructions by contacting the benefits payor and following its procedures to change your Direct Deposit.

Statements

We will periodically make available to you a paper or electronic statement of your checking or savings Account. Electronic statements, which we refer to as "eStatements," are available through our online banking platform or mobile banking application. These statements show the transactions that occurred in the time period covered by the statement. If you elect not to review your statement, you are still responsible for having access to the information provided in the statement. At our option, a statement will not be produced in any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on the Account. When other activity exists, such as a deposit or withdrawal, a statement will be available to you and will include all transactions which have occurred since the last statement. At a minimum, all Accounts will receive an annual statement.

You will receive statements by U.S. mail to the current address listed in our records unless you enroll in our online banking platform or mobile banking application, in which case you agree and consent to receive paperless "eStatements." We may change your mailing address if we receive an address change notice. If we classify your Account as inactive, we may stop sending statements. You agree to notify us promptly if you change your address. You will have access to "eStatements" on the day we would mail your paper statement through online banking or our mobile application.

Electronic Delivery Consent for All Accounts. By enrolling in our online banking platform or mobile banking application, you agree and consent to receive electronic delivery of statements, notices, and other required disclosures for all Accounts you maintain with us, now or in the future, that are eligible for electronic delivery. Your consent remains in effect until you withdraw it. If you choose to opt out of eStatements and request paper delivery instead, you agree to the associated fee(s) set forth in the *Schedule of Fees*. You may opt out of electronic delivery for any individual Account at any time by contacting us through one of our standard communication channels (see first page for contact information). You acknowledge that you have the ability to access and retain electronic records in the format we use to deliver them and that you have demonstrated this ability during the enrollment process.

Combined Statements. We may, at our discretion, combine periodic statements for multiple Accounts that share the same ownership into a single consolidated statement. This combined statement will reflect activity across all such Accounts and will be delivered using your selected method of statement delivery (e.g. paper or electronic). If you prefer to receive separate statements for each Account, you may opt out of combined statements at any time by contacting us through any of our standard communication channels (see first page for contact information).

Your Duty to Examine Your Statement. You agree to promptly examine your statement and report to us any errors or problems related to your Account in accordance with the timeframes set forth below. For purposes of this section, the term "problem" means any error, alteration, counterfeit check or unauthorized transaction (including, but not limited to, forged or missing signatures and transactions you did not initiate) related to your Account. You also agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it, as this may indicate possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this Agreement. The timeframes for you to examine your statement and report issues to us are without regard to our level of care, the commercial reasonableness of our practices, or without regard to whether cancelled checks are supplied to you.

Timeframes for Reporting.

1. **Personal Accounts**: You agree to promptly examine your statement and report to us any errors or problems on or related to your statement within 30 calendar days after we mail the statement (or make the statement available to you). Electronic fund transfers (e.g., online, instant, mobile, debit Card or ATM transactions) are subject to different timeframes for the reporting of errors. For errors or problems involving an electronic fund transfer, you are subject to the rights and obligations under the Electronic Funds Transfer Act and our *Electronic Funds Transfer Policy for Personal Accounts* on page 22 of this Agreement relating to such disputes, including consumer liability and error resolution.

   Except as provided under the Electronic Funds Transfer Act, we are not responsible for:
   1. any problem that you did not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
   2. subsequent problems or fraudulent Items occurring after 30 days of the first occurrence, if you fail to report the problem within 30 days of the first occurrence reported on your statement;
   3. any problem resulting from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it; or
   4. any other problem as otherwise provided by law or regulation.

2. **Business Accounts:** You agree to promptly examine your statement and report to us any errors or problems on or related to your statement within 14 calendar days after we mail the statement (or make the statement available to you). For certain unauthorized ACH transactions posted to your Account, you must report an error within 1 business day of posting to be eligible for return as unauthorized. We may not be able to return the item after that time without cooperation from the originating bank and the originating company.

   Regardless of the 14-calendar day requirement specified above, we are not responsible for:
   1. any problem that you did not report to us in writing within a reasonable time not to exceed 14 calendar days after we mail the statement (or make the statement available) to you;
   2. subsequent problems or fraudulent Items occurring after 14 days of the first occurrence, if you fail to report the problem within 14 days of the first occurrence reported on your statement;
   3. any problem resulting from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it; or
   4. any other problem as otherwise provided by law or regulation.

You agree that you will have at least two people review your statements, notices and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the Account.

Reporting Requirements and Limitations on Recovery. Timely reporting is required to preserve any potential rights to recovery. However, reporting an issue within the required timeframe does not guarantee reimbursement or that we will be liable for any resulting losses. You agree to waive any rights to recovery if you do not report a problem in the manner and within the time required by this Agreement. You may not state a legal action against us because of any issue unless (a) you have given us the notice required by this Agreement and (b) the legal action begins within one year after we send or make your statement available to you. You agree that if the problem is the result of a series of events (for example, multiple forgeries over a period of time) then the date the first event occurred is the date from which the period to bring legal action will begin to run. If you make a Claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation, and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit regarding the problem on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved. Any provisional credit to your Account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determined that the charge to your Account was proper. You agree to pay any fees assessed or accrued against your Account during the investigation or that may arise upon reversal of any provisional credit. The foregoing provisions do not apply to consumer electronic funds transfers, which are subject to our *Electronic Funds Transfer Policy for Personal Accounts*.

Losses Due to Check Fraud. We may deny a claim of monetary loss resulting from forged, altered, or unauthorized checks if (a) you did not maintain proper control over your Account, or (b) the fraud involved techniques that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to the average person as if they contain an authorized signature).

For information on errors relating to a substitute Check you received, refer to the section "**Substitute Checks and Your Rights**."

Account Setoff and Security Interest

If you owe a debt to us or any of our affiliates (either now or in the future), you grant us a right of setoff to, and a security interest in, all of your Accounts to secure the debt. Debts include any Overdrafts or fees you owe, as well as amounts owed us by another person or entity if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your Accounts to pay all or part of the debt. If your Account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments, including Social Security benefits. If you do not want your benefits applied in this way, you may change your Direct Deposit instructions at any time with the person or organization paying the benefits. If any federal benefits or other payments are deposited to your Account after you become ineligible to receive them, we may set off against any of your Accounts to recover the payments if we are obligated to return funds to the payor.

This right of setoff does not apply to this Account if prohibited by law. For example, the right of setoff does not apply to this Account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Account Ownership

We offer a variety of account ownership types. How your Account is titled will affect how your funds are paid if you die and the amount of Federal deposit insurance coverage you have. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the Account funds. Please consult your estate planning advisor or attorney about your choices. We reserve the right to refuse some forms of ownership and beneficiary designation on any or all of our Accounts unless otherwise prohibited by law. If you would like to designate an account ownership type other than those listed below, you can call us or visit one of our branches.

Personal Accounts: If you have a personal product type, you agree not to use it for business purpose. The most recent executed signature card or account agreement form determines the ownership of your Account. However, we are authorized to rely on our account ownership information contained in our deposit system.

Individual or Sole Ownership: when an Account has only one individual listed as the owner of a Personal Account.

Joint Ownership: when an Account has two or more individuals listed as the owners of a Personal Account.

Joint Account – With right of survivorship

- If your Account is opened as a joint Account, we will treat it as a joint account with the right of survivorship unless our account records demonstrate a different type of ownership. This means that on the death of one party to a joint account, all sums in the Account on the date of death belong to the surviving parties (except for Accounts opened in Arizona) and will not be part of the decedent's estate.
- Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any Item payable to the joint tenant.
- If a joint Account becomes overdrawn, you are liable for the full amount of the Overdraft, regardless of whether you initiated or benefited from the Item(s) that caused the Overdraft.
- If we believe there is a dispute between joint owners or if we receive inconsistent instructions from joint owners, we may suspend or close the Account, require a court order to act and/or require that all joint owners agree in writing to any transactions concerning the Account. If one or more of the joint owners becomes a ward of a guardianship, conservatorship or similar proceeding, we may require all remaining joint owners and the guardian/conservator to divide the money in the Account and open a separate Account for the ward.
- Any joint owner may close the Account. We may choose whether or not to act upon other instructions of any joint owner, including adding another owner to the Account, without the signature of the other joint owners.
- Any joint owner can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be the owner.
- Any money deposited into a joint account by any joint owner is subject to payment of all or any part of the funds in the Account to a court or government agency if we receive a garnishment, levy or similar legal process that identified any of the joint owners, and is subject to our right to set-off, regardless of who received the money, or how it was received, prior to being deposited into your Account.

Joint Account – With no right of survivorship (Tenancy in Common Account)

- A tenancy in common account is another form of joint account without the survivorship feature. If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them.
- Each tenant in common is presumed to "own" the funds in the Account in proportion to that person's net contribution to the Account. However, because of the extreme difficulty in determining such proportions over time, you agree that upon the death of one tenant in common, the balance in the account at the time immediately before the death of the tenant in common will be deemed to be owned in equal shares between all tenants in common. After death and our receipt of notice of such death, the decedent's share will be set aside for the estate of the decedent, and the survivor's share in the Account balance will be at the disposal of the surviving tenant in common.
- Each tenant in common has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any Item payable to the tenant in common. Until we receive notice of the death of any tenant in common, any tenant in common will have complete withdrawal

rights to the entire balance of the Account.

- If a tenancy in common account becomes overdrawn, you are liable for the full amount of the Overdraft, regardless of whether you initiated or benefited from the Item(s) that caused the Overdraft.
- If we believe there is a dispute between joint tenants or if we receive inconsistent instructions from joint tenants, we may suspend or close the Account, require a court order to act and/or require that all joint owners agree in writing to any transactions concerning the Account. If one or more of the joint tenants becomes a ward of guardianship, conservatorship or similar proceeding, we may require all remaining joint tenants and the guardian/conservator to divide the money in the Account and open a separate Account for the ward.
- Any tenant in common may close the Account. We may choose whether or not to act upon other instructions of any joint tenant, including adding another owner to the Account, without the signature of the other joint tenants.
- Any tenant in common can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be the owner.
- Any money deposited into a tenancy in common account by any joint tenant is subject to payment of all or any part of the funds in the Account to a court or government agency if we receive a garnishment, levy or similar legal process that identified any of the joint owners, and is subject to our right to set-off, regardless of who received the money, or how it was received, prior to being deposited into your Account.
- Except as otherwise stated in this paragraph, a joint account has rights of survivorship unless you clearly indicate on the signature card and in the Account title that the Account is created without these rights. Accounts in Louisiana do not have rights of survivorship. Accounts in Texas do not have rights of survivorship unless you clearly indicate on the signature card and in the Account title that the Account is created with these rights.

Marital Account (Wisconsin)

- A marital account is an Account established by two persons in Wisconsin who claim to be husband and wife. This Account is, for such persons, the same as the tenancy in common account described above.
- A marital account may be set up with P.O.D. beneficiaries. The beneficiaries have no withdrawal rights until the death of one of the spouses. Upon the death of one of the spouses, the surviving spouse owns 50% of the funds on deposit in the Account, and the P.O.D. beneficiary named by the deceased spouse (if that beneficiary is then surviving) owns the other 50%. Each spouse can name his or her own beneficiary. If there is more than one surviving beneficiary, the shares of those beneficiaries will be equal. On the death of one of the spouses, the Account will have to be retitled, and beneficiary shares will have to be redeposited or withdrawn.

Tenants by the Entirety (Florida)

- A tenants by the entirety is a Florida joint Account owned solely by two spouses as "tenants by the entirety" account unless the signature card indicates otherwise. We are not required to determine whether an Account is a tenants by the entirety Account before responding to a garnishment or other legal process. We may assert our right of setoff or security interests in a tenants by the entirety account in order to collect debts of either owner.

Joint Accounts with Minors

- If you open a joint Account with a minor, you understand that the minor has access to freely transact on the Account and that you will be fully liable for all such transactions as if the transactions were your own. You agree to hold us harmless and indemnified from and against any and all losses, costs, damage and expense, including court costs and attorneys' fees, we may sustain which in any manner relate to the use of this joint Account by the minor party. You understand and agree that you are responsible for any and all actions taken by the minor related to the Account, through any banking channel whatsoever (including, but not limited to, online banking and/or mobile application), and that you consent to such actions by opening this joint Account.

Account with a Payable on Death Designation (POD): when a separate payable on death designation has been added to the Account, in which one or more persons are named as beneficiaries by the individual(s) creating the account.

- The person creating the Account has complete control over the Account during their lifetime. The named beneficiary has no withdrawal rights during the lifetime of the account owner, and the account owner can change or close the account and change beneficiaries at any time. On the death of the account owner, the surviving beneficiary or beneficiaries can withdraw the entire Account balance (in equal shares if there are multiple beneficiaries). If a beneficiary dies before the account owner, neither the beneficiaries nor heirs acquire anything on the death of the account owner.
- If more than one person establishes a payable on death Account, each person has complete control over the Account, and the Account has in effect all of the incidents of a joint account with rights of survivorship.
- An Account will not include a payable on death designation unless you contact us and submit required documentation to designate the beneficiary or beneficiaries. If you do not affirmatively take these steps, your Account will not have a payable on death designation.

Fiduciary or Agency Ownership: when an Account is held by an individual who acts as an attorney-in-fact, agent, guardian, personal representative, trustee, custodian or some other fiduciary capacity for the benefit of one or more beneficiaries.

- You may be required to provide a copy of the court order, trust instrument or other documentation establishing and covering the fiduciary relationship. We act only as a custodian of the trust funds on deposit in your Account and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s) or agent(s).
- Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or ensuring compliance with the provisions of any such law or instrument.
- Beneficiaries cannot withdraw unless all individual(s) creating the Account die and the beneficiary is then living. If two or more beneficiaries are named and survive the death of all individual(s) creating the Account, such beneficiaries will own this Account in equal shares, without right of survivorship.
- The individual(s) creating the Account reserve the right to change beneficiaries, change account types, and withdraw all or part of the funds on deposit at any time.
- In-Trust-For /Informal Ownership – when an Account is held by an individual in-trust-for ("ITF") or as trustee for one or more beneficiaries without a formal trust Agreement. The individual owns the Account.

Uniform Transfers to Minors Act/Uniform Gifts to Minors Act Ownership: when an Account is held by a custodian or successor custodian of an account under the state's Uniform Transfers/Gifts to Minors Act for the exclusive right and benefit of a minor.

- Only the custodian is authorized to act on the Account for the benefit of the minor. The custodian or successor custodian must transfer the funds in the account to the minor when the minor reaches the age of majority under the UTMA/UGMA law for the state where the account was established. Until such time we are notified that the minor has reached the age of majority or the death of the minor, we may honor any Checks or drafts written on the Account without incurring any liability to either the minor or any third party, and the custodian will be liable to us for any loss or expense we incur as a result of the failure to give us notice.
- If you are the custodian or successor custodian of an Account under a state's UTMA/UGMA, you agree to comply with applicable state laws, including those relating to the use of funds.
- When the minor reaches the age of termination under the applicable UTMA/UGMA law, you must transfer any funds in the Account to the minor. If you fail to transfer funds to the minor as required, we may, in our sole discretion, limit transactions on the Account, contact the minor for instructions, unless we receive prior written notice and supporting documentation establishing that the minor has not reached the age of termination, or pay remaining funds to the minor.
- Custodian or successor custodian cannot pledge the Account as collateral for a personal loan or cash Checks against it.

- You agree that it is your responsibility as custodian to consult your own legal or tax advisor about the governing state law.

Representative Payee Custodian Ownership: when an Account is held by a "representative payee" for someone who received Social Security payments, or as a legal guardian, spouse payee or other custodian for someone receiving Federal payments.

- Representative payee agrees not to permit any deposits to the Account other than the designated payments. We are not required to determine whether you deposit other funds or whether any withdrawals or transfers from the Account are for the support of the person (beneficiary) for whom benefit the funds are provided.
- Representative payee agrees to notify us when the beneficiary dies and stop all further deposits to and withdrawals from the Account. If the government demands that we return deposits made after the beneficiary's death and the Account does not have sufficient funds to pay the demand, we may take the funds from any account owned by you or the beneficiary.

Business Accounts: If you have a business product type, you agree not to use it for personal purpose. We rely on the accuracy and completeness of all resolutions, entity authorization forms, signature cards and other documents you provide in connection with this Account. We will rely on the signing authority designated by you in such documents (which will supersede any inconsistent designations in any other documents) and the information contained in our deposit system. Any person who is authorized to sign Checks or otherwise initiate transactions on your Account is a signer. A signer is any person authorized to sign Checks or do anything else involving any Account, including the signing of any agreements or documents relating to Accounts or other business solutions and the closing of the Account. Endorsements for deposit may be written or stamped. We are authorized to pay Checks without asking how the Checks were issued or how the proceeds will be used, even if the Check is payable to the person who signed the Check. We reserve the right to require the Account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the Account holder(s). It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the Account shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the Account holder or otherwise.

Business Accounts Involving Minors. If a Business Account involves a minor, including where a minor owns or operates the business, you understand that the minor has access to freely transact on the Account and that you, as an adult owner, manager, member, or authorized signer will be fully liable for all such transactions as if the transactions were their own. You agree to hold us harmless and indemnified from and against any and all losses, costs, damage, and expense, including court costs and attorneys' fees, we may sustain which in any manner relate to the use of the Account by the minor party or actions taken on behalf of the business involving the minor. You understand and agree that you are responsible for any and all actions taken by the minor related to the Account, through any banking channel whatsoever (including, but not limited to, online banking and or mobile banking), and that you consent to such actions by opening the Account.

Sole Proprietor Ownership: means one person conducts the business as his or her own property, instead of through a business organization. Sole proprietors may designate authorized signers.

Business Organization Ownership: means a Business Account payable to the business organization and not to any individual director, shareholder, member or partner. A corporation, unincorporated associations, limited liability company, partnership, or any other business, government or non-profit entity is a business organization.

IOLTA, IOTA or IBRETA Ownership: means an attorney IOLTA or IOTA trust account or real estate IBRETA trust account, whereby you authorize us to notify or report to the appropriate state agency if the applicable law, rule, or program requirements require notice (including, for example, when the account is overdrawn or Checks are dishonored).

Closing Your Account

This section does not apply to an active time deposit (or certificate of deposit) Account.

If you intend to close your Account: If you intend to close your Account with us, you should tell us; simply transferring all the money in your Account and reducing your Account balance to $0.00 is insufficient notice and may result in additional fees charged to your Account. You may still incur fees that may result in a negative balance should you fail to notify us of your intent to close your Account. Please refer to the *Schedule of Fees* or Truth-in-Savings disclosure to determine if your account is subject to additional fees.

If you close your Account,

- you are still responsible for transactions you arranged for, including those that arrive after the Account is closed;
- you should pay special attention to pre-authorized electronic deposits to your Account and payments from that Account; you should reroute the deposits to another account and make other arrangements for the payments, with us and the other institutions involved;
- you should not close your Account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
- if it is an interest-bearing Account, accrued interest may not be paid.

If your Account is closed and you have a Card associated with the Account, you will need to close the associated Card.

If there are no other eligible Accounts linked, the Card will be closed. As part of the Account closure, any Accounts linked to the checking Account as Overdraft protection will be de-linked. If an IncredibleBank line of credit is linked as Overdraft protection to a checking account that is closed for any reason, the line of credit will remain open and you must repay any remaining balance according to your payment schedule.

We can close your Account: We can close your Account or Card for any reason or for no reason at all. If we close your Account, we will send you notice within ten days after closing. We will send the collected account balance to you at your last known address as reflected in our account records. At our sole discretion we may, but are not required to, withhold a sufficient sum to cover any outstanding Items and likely fees. If we withhold any money for such contingencies, we will refund that to you after we are satisfied that no further withholding is necessary.

If your Account is closed for any reason, you authorize us to re-open your Account to process any transactions authorized prior to account closure, or for other purposes consistent with applicable law.

Inactive Accounts or Accounts that are not funded: If you have not made a deposit to your Account for 15 consecutive calendar days from the date of opening, we reserve the right to close your account, without prior notice to you. This policy is to ensure the security and integrity of our system and to prevent fraud and misuse of our services. If your Account has a balance of $0 and has had no customer-initiated transactions (ether debit or credit) for at least 35 calendar days, we may close your Account without prior notice. This may include situations where the balance reaches $0 due to certain fees and no qualifying activity has occurred during this period.

Arbitration

Arbitration Provision

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. YOU HAVE A 60-DAY RIGHT TO OPT OUT OF THIS ARBITRATION, AS DISCUSSED BELOW. IF YOU DO NOT OPT OUT OF ARBITRATION, THIS ARBITRATION PROVISION WILL GOVERN ANY AND ALL CLAIMS ARISING IN CONNECTION WITH YOUR ACCOUNT, NOW OR IN THE FUTURE. WE CAN REQUIRE INDIVIDUAL ARBITRATION OF ANY LEGAL DISPUTE BETWEEN YOU AND US REGARDING YOUR ACCOUNT (EXCEPT A SMALL CLAIM YOU BRING INDIVIDUALLY) AND YOU WILL NOT HAVE THE RIGHT TO BRING

OR PARTICIPATE IN ANY CLASS ACTION OR SIMILAR PROCEEDING IN COURT OR IN ARBITRATION.

Overview

In the event that either of us are unable to resolve any Claims related to your Account after following the procedures set forth in this provision, you and we each agree to resolve those Claims through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration, which is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. This arbitration provision provides that any arbitration of a Claim will take place on an individual basis, and class arbitrations, class actions, other representative actions, and non-individualized injunctive relief are not permitted. By agreeing to arbitrate, both parties are waiving the right to a trial by jury or before a judge.

For purposes of this arbitration provision only, references to "you," "your," "we," "our," and "us" in this arbitration provision include each party's respective parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors and assigns, as well as all authorized or unauthorized Account owners, cardholders, custodians, users or beneficiaries of Accounts under this Agreement or any prior agreements between you and us, as applicable.

Your Right to Opt Out

You may reject or "opt out" of this arbitration provision by writing to us within sixty (60) days after the date you first become subject to this arbitration provision. For new Account(s), the date you first became subject to this arbitration provision is the date we opened your Account(s). For existing Account(s), the date you first became subject to this arbitration notice is the effective date that notice of this arbitration provision is sent to you.

The written opt out notice must state that you do not agree to this arbitration provision and must be postmarked no later than sixty (60) days after the date that we open your Account (for new accountholders) or the effective date that notice of this arbitration provision is sent to you (for existing accountholders). The opt out notice must include your name, address and Account number(s) to which the opt out applies. You must sign the written opt out notice for it to be effective. Mail the opt out notice to:

IncredibleBank
Deposit Operations
327 North 17th Avenue
Wausau, Wisconsin 54401

If you opt out of this arbitration provision, all other parts of this Agreement will continue to apply to your Account(s). Opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with us.

Disputes Subject to Arbitration

Unless you opt out of this arbitration provision as described above, we and you agree to arbitrate any Claims between you and us arising out of or relating to your Account(s), this Agreement, any other agreement related to your Accounts, or any transactions arising thereunder. This arbitration provision is intended to be broadly interpreted, and Claims include, but are not limited to:

- Claims that arose or involve facts occurring before the effective date of this Agreement or any prior deposit account agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures);
- Claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- Claims that may arise after the termination of this Agreement.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this arbitration provision and any arbitration proceedings. Any dispute regarding the interpretation, scope, applicability or enforceability of this arbitration provision or any portion thereof, including whether a Claim is arbitrable, shall be decided by the arbitrator, except that any dispute regarding the waiver of class and representative actions, including any claim that this waiver is unenforceable, illegal, void or voidable, or has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator. This arbitration provision will survive the closing of your Account and/or the termination of this Agreement.

One-Year Period to File a Claim

ANY ARBITRATION OR LAWSUIT RELATED TO YOUR ACCOUNT MUST BE FILED NO LATER THAN ONE YEAR AFTER THE CONDUCT GIVING RISE TO THE ALLEGED CLAIM OCCURS, OTHERWISE YOU AND WE AGREE ANY ARBITRATION OR LAWSUIT FILED AFTER THAT TIME SHOULD BE DISMISSED AND WILL BE PERMANENTLY BARRED, TO THE EXTENT PERMITTED BY LAW.

Notice of Dispute

In order to pursue a Claim, you must first send us a notice of dispute addressed to: IncredibleBank, 327 North 17th Avenue, Wausau, Wisconsin 54401. This notice must include information regarding the nature and factual basis of the Claim and the specific relief sought. If we and you do not reach an agreement to resolve the Claim within forty-five (45) days after our receipt of the notice, you or we have the right to refer the Claim to arbitration.

Arbitration Rules and Procedures

You and we agree that the arbitration will be administered by the National Arbitration & Mediation ("NAM"), in accordance with the NAM Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules"), except as supplemented, where applicable, by the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (the "NAM Mass Filing Rules"), and as modified by this Arbitration provision. Please see https://www.namadr.com/resources/rules-fees-forms/ for a copy of the NAM Rules that are currently in effect.

In order to initiate arbitration, each party is required to provide the other party with a request for arbitration (the "Request"), which must include: (1) information regarding the Account, (2) a statement of the specific legal Claims being asserted, the specific factual bases of those Claims, and the specific remedy being sought; and (3) evidence that the requesting party has paid any necessary filing fees in connection with the arbitration.

If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then NAM will appoint the arbitrator in accordance with NAM Rules, provided that if the Batch Arbitration process described below is triggered, NAM will appoint the arbitrator for each batch. Unless you and we otherwise agree, or the Batch Arbitration process described below is triggered, any in-person arbitration hearing will take place in the county where the address associated with your Account as identified in our records at the time the arbitration is commenced is located. Subject to the NAM Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration.

You and we agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction. The arbitrator shall have the authority to award the relief contemplated under Federal Rule of Civil Procedure 11. Under this arbitration provision, arbitrators will not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law.

Unless both you and we agree otherwise, each party must bring all related or similar Claims in a single arbitration proceeding. If you or we later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised by such party in a prior arbitration, NAM or the arbitrator will either: (1) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (2) dismiss the subsequent arbitration if it raises Claims that would be barred by applicable law if brought in court.

The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Fees and Costs

The applicable NAM Rules will govern your responsibility to pay any NAM fees and costs. Each party shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of a Claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Batch Arbitration

To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event that there are twenty-five (25) or more individual Requests of a substantially similar nature filed against us by or with the assistance of the same law firm, group of law firms, or organizations, within a ninety (90) day period (or as soon as possible thereafter), NAM shall (1) administer the arbitration demands in batches of 100 Requests per batch (or, if between twenty-five (25) and ninety-nine (99) individual Requests are filed, a single batch of all those Requests, and, to the extent there are less than 100 Requests remaining after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise NAM, and NAM shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by us.

You and we agree to cooperate in good faith with NAM to implement the Batch Arbitration process, including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, except as expressly set forth in this provision.

Availability of Small Claims Court and Access to Government Agencies

Notwithstanding the foregoing, either party may assert Claims or seek relief in small claims court if such Claims qualify and remain in small claims court. This arbitration provision does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

Waiver of Jury Trial

YOU AND WE HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and we are instead electing that all Claims shall be resolved by arbitration under this arbitration provision, except as specified in the subsection above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class and Representative Actions

YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY CLAIM BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE. Subject to this arbitration provision, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim. Nothing in this subsection is intended to, nor shall it, affect the terms and operation of the subsection entitled "Batch Arbitration." Notwithstanding anything to the contrary in this arbitration provision, if a court determines in a final decision, not subject to any further appeal or recourse that the limitations of this subsection are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and we agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in the State of Wisconsin after the arbitration has concluded. All other Claims shall be arbitrated or litigated in small claims court. This subsection does not prevent you or us from participating in a class-wide settlement of claims.

Changes or Amendments to Arbitration Provision

This arbitration may be modified or amended by us in the future. If the change or amendment is material, we will notify you. Unless you reject that change within sixty (60) days of the effective date of the change by following the opt out process described in the subsection above "**Your Right to Opt Out**", continuing your Account(s) constitutes acceptance of any such changes.

However, we agree that if we make any future change to this arbitration provision (other than a change to any notice address, website link or telephone number provided herein), that change will not apply to any Claim for which you or we have provided a notice of dispute complying with the requirements set out in this subsection on or before the effective date of the change. Moreover, if we seek to terminate the arbitration provision as included in this Agreement, any such termination will not be effective until at least thirty (30) days after written notice of such termination is provided to you, and will not be effective as to Claims of which we had written notice from you or your counsel on the effective date of termination.

Changes to this arbitration provision do not provide you with a new opportunity to opt out of the arbitration provision if you were previously bound by a prior deposit account agreement and did not validly opt out of arbitration. If you reject any change to this arbitration provision, the provisions of the prior arbitration provision remain in full force and effect. We will also continue to honor any valid opt outs of the arbitration provision that you made to a prior deposit account agreement.

Severability

Except as provided in the subsection entitled "Waiver of Class and Representative Actions," if any part or parts of this arbitration provision are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the arbitration provision shall continue in full force and effect.

Other Remedies

This arbitration provision and the exercise of any of the rights you and we have under this provision will not prohibit you or us from exercising any lawful rights either you or we have to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including setoff rights as described in this Agreement.

Other Legal Terms

Account Security

Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your Account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information. It is your responsibility to protect the account numbers, Personal Identification Numbers, passwords, and electronic access devices (e.g., a Card or mobile phone) you use to access your Accounts. You should also safeguard your username, Personal Identification Number, password, and other access and identifying information when accessing your Account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the Account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers, Personal Identification Numbers and/or passwords with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized Check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your Account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank Checks. Notify us at once if you believe your Checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your Checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Transfer or Assignment of an Account

You may not transfer or assign an Account to someone else without our express written permission. Even if we consent, we may require you to close that Account and have the new Account Owner open a new Account in his or her name. This does not limit your right to access your Account by any permissible means.

Copies of Documents

We do not typically keep the original paper documents (like deposit slips) associated with your Account for a long time. We image most of the documents and destroy the paper originals. You agree that such images will be sufficient for all purposes.

See the section titled **Check 21.** To facilitate Check imaging and electronic Check collection, it is important that you take care with the transactions you create on paper. When completing a Check, you must:

1. write clearly;
2. use black or dark blue ink in the date, pay to, amount, and signature fields; and
3. use only the space provided for your part of a transaction. *See* the section on **Endorsement Standards**.

You agree to reimburse us for any losses and costs we incur as a result of a poor Check image caused by a deficiency in the written Check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor Check image caused by a deficiency in the written Check that you accepted and deposited as the payee.

Notices and Instructions

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a Check or other Item, you must give us sufficient information to be able to identify the Check or Item, including the precise Check or Item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

Change of Address or Personal Information

You must notify us promptly if you change your personal information such as your name, address, email address, phone number, SSN or TIN, or resident/citizenship status, and we may require you to confirm this change in writing. If you do not notify us of a change in your personal information, we will send notices, changes in terms, fee changes, statements, or other communications regarding your Account to you at the address (or email address if you have agreed to receive electronic notices) maintained in our records. If we receive information of a change in your address from the U.S. Postal Service or other source in the business of providing address information, we may change your address in our records to that new address. For a Business Account, we may update our records to reflect any changes in information regarding your Account that have been conveyed to us by an authorized signer.

Death or Incompetence of an Account Owner or Signatory

Tell us immediately if any Account owner or signatory dies or is declared incompetent by a court. We may continue to honor Checks, Items, and instructions until: (a) we know of the death or adjudication of incompetence of the Account owner or signatory, and (b) we have had a reasonable opportunity to act on that knowledge. Following the death of a depositor, the amount credited to the Account shall be payable in accordance with applicable law. This includes our right to pay any Checks and to process transfer orders authorized by the deceased depositor for a period of 10 days, or as otherwise provided under applicable law, after the date of death.

If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee, or a beneficiary of an "in trust for" or "trustee for" account has rights to the Account.

After we receive notice of death or incompetence of the sole signer on a business organization's Account, we may freeze the Account balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release the organization's funds until we receive any documents, we reasonably request to verify the death or incompetence of the signer and to establish a new person's authority to act on behalf of the organization in transacting on or closing the organization's Account.

Inactive Accounts and Unclaimed Funds

If your Account is inactive, it will remain subject to all applicable service charges and fees, including an inactivity fee unless prohibited by law. We may also reduce the frequency with which we send your periodic statement and other information on your Account. If your Account is inactive for a period of thirty-six (36) months or more, your Account may be considered abandoned property and require us to transfer the balance of your Account to the state. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

Telephone and Electronic Communication

Subject to federal and state law, we may record and/or monitor any communication between you and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

When you give us your telephone number for a cellular phone or other wireless device, you are expressly consenting to and give us permission to contact you at that number about all of your IncredibleBank accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and Account Hold alerts) related to your accounts to that address. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

Restricting Your Account; Blocking or Delaying Transactions

We may decline or prevent any or all transactions to or from your Account, or we may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your Account, or we may remove funds from your Account to hold them pending investigation, including in one or more of the following circumstances:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control or activity;
- We suspect that you may be the victim of fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We are complying in our sole judgment, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, your Account (or all of your Accounts collectively) in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We will have no liability for any action we take under this section.

Attorneys-in-Fact

You or your attorney-in-fact may provide us with a written power of attorney designating an attorney-in-fact to have authority to exercise all, or some, of your rights under this Agreement, as limited by us in our sole discretion. Subject to applicable law, any power of attorney appointment must be in a form satisfactory to us and we may refuse to honor powers of attorney in our sole discretion. Subject to applicable law, we may limit you to the appointment of one attorney-in-fact. Subject to applicable law, if the Account is a joint Account, we may honor a power of attorney from one joint Account owner, and you agree that we have no duty or obligation to notify any other Account owner(s) on that Account of the power of attorney. We may require that the principal or attorney-in-fact provide us with an affidavit, agent certification, or other documentation confirming that the power of attorney has not been revoked or terminated. You agree that we are authorized to permit any person to whom you have granted a power of attorney to exercise all, or some, of your rights under this Agreement until such time as we receive written notice that the power of attorney has been terminated or revoked and we have had a reasonable opportunity to act upon it. You agree to indemnify and hold us harmless from and against any actions we have taken, or your attorney-in-fact has taken regarding this Agreement or any Account prior to the revocation or termination of such power. You agree that we do not have any duty to monitor the acts of any attorney-in-fact or ensure that such acts are for your use or benefit or are otherwise permissible under applicable law. You agree to indemnify and hold us harmless and that we will not be liable or responsible if the actions or inactions of any attorney-in-fact exceed his or her powers, or if his or her actions cause you any harm or are against your interests, or if such actions do not comply with applicable law.

Authorized Signers; Change in Authorized Signers

If your Account allows for and you have designated an authorized signer for any Account, that authorized signer may perform any action on your Account that you may perform except as may be limited by us in our sole discretion or by you with our consent. You agree to defend, indemnify and hold us harmless from and against any action an authorized signer has taken or not taken with respect to your Account or under this Agreement until such time as we receive written notice that the authority has been terminated or revoked and we have had a reasonable opportunity to act upon such notice. You agree that we have no duty to monitor the acts of any authorized signer or ensure that their acts are for your use or benefit or are otherwise permissible under applicable law.

Any owner, including one of the owners of a joint Account, may add owners or authorized signers to an Account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove another owner or authorized signer from an Account. No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

Waivers and Precedents

Our Agreement with you gives us rights and duties. If we do not take advantage of all our rights all the time, that does not mean we lose them. For example:

- If we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- If we pay a Check that is more than the Current Balance of your Account, that does not mean we have to do it again.

Compliance with Law

You agree to comply with all local state and federal laws, rules and regulations, as amended from time to time, including without limitation the USA Patriot Act, the Bank Secrecy Act and other federal anti-money laundering statutes and any laws and regulations administered by the United States Treasury Department's Office of Foreign Asset Control (OFAC). If there is conflict between this Agreement and something said by an employee of IncredibleBank, this Agreement will be followed.

Internet Gambling or Illegal Transactions

If we reasonably believe a transaction is prohibited or involves other illegal activities, we reserve the right to refuse a transaction, freeze your Account, or close your Account. Under the Unlawful Internet Gambling Enforcement Act, transactions, including Checks, Card transactions, electronic funds transfers, wires, drafts, or credit transactions that fund illegal Internet gambling, are prohibited. You agree that you will not use your Account to participate in any unlawful Internet gambling transactions or illegal transactions.

Adverse Claims

If there are conflicting instructions or there is any dispute regarding your Account, we may take any action described in the following section or we may place funds in a court for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your Account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the Account and not allow any payments out of the Account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your Items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Account. The list of fees applicable to your Account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

Indemnity

For additional clarity, and not as replacement of any other provision of this Agreement requiring indemnification by you, and to the extent permitted by applicable law, you

agree to defend, you agree to indemnify us and hold us harmless from any losses, liabilities, claims, costs, damages, or expenses, including reasonable attorney's fees (collectively, "Losses"), related to your use or maintenance of an Account or any services provided under this Agreement, including your breach of this Agreement. If you ask us to follow instructions that we believe might expose us to Losses or create unreasonable risk, we may refuse to follow your instructions or may require a bond or other protection from you. You agree to reimburse and indemnify us for any Losses arising from or related to us following your instructions or declining to act on your instructions that we reasonably believe do not comply with customary banking practices or applicable law, or if your Account becomes involved in legal proceedings or disputes. You agree to reimburse and indemnify us for any Losses we may incur with respect to Overdrafts or returned Items in connection with your Account.

Limitation of Liability

This Agreement and the Account relationship do not create a fiduciary relationship between us. We owe you a duty to act in good faith and with ordinary care. To the extent permitted by applicable law, we are not liable to you for errors that do not result in a financial Loss (as defined above) to you. If we fail to stop payment on an Item, improperly dishonor an Item or pay an Item bearing an unauthorized signature, forged drawer's signature or forged endorsement or alteration, our liability, if any, is limited to the face amount of the Item. In no event will we be liable for indirect, special, incidental, exemplary, punitive or consequential Losses or damages of any kind.

We may take any action authorized or permitted by this Agreement without being liable to you, even if such action causes you to incur a Loss. We are not liable to you for any Loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your Account, processing an Item or crediting your Account. Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another bank; or your act, omission, negligence or fault.

You agree that the amount of any Claim you have against us in connection with any Account or transaction with us is reduced by the extent that: (a) negligence or failure to use reasonable care on your part, or on the part of any of your attorney-in-fact, authorized signers, agents or employees, contributed to the Loss that is the basis of your Claim; and (b) the Loss could not be avoided by our use of ordinary care.

Any Loss recovery you obtain from third parties on a particular Claim will reduce the amount of any obligations we may have to you on that Claim, and you will immediately notify us of any such recovery. You agree to pursue all rights you may have under any insurance policy you maintain in connection with any Loss and to provide us information regarding coverage. You agree to cooperate with us in good faith during any claims process and agree to provide documents and assistance as necessary. Our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive in connection with the Loss. If we reimburse you for a Loss covered by insurance, you agree to assign us your rights under the insurance to the extent of your reimbursement.

To the extent permitted by applicable law, we will have no responsibility and will incur no liability for any act or failure to act by any merchant, other financial institution, cardholder, or any other third party.

Electronic Funds Transfer Policy for Personal Accounts

A variety of electronic funds transfer (EFT) services are available for deposit accounts, some of which may not apply to your Personal Account. We offer electronic transfers using your debit or ATM Card, online and mobile banking services, and electronic payments and electronic deposits to your account, by us or a third party. This section does not apply to wire transfers.

If you have any questions regarding electronic fund transfers or believe that an unauthorized transaction has occurred, please call 888-842-0221, visit one of our branches or write to:

IncredibleBank
Digital Support
327 North 17th Avenue, Wausau, Wisconsin 54401
Business Days: Monday through Friday
Excluding Federal Holidays

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Types of Transactions

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third-party transfers will require you to provide the third party with your Account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Direct Deposits**. You can arrange for certain direct deposits to be accepted into your checking, savings and money market Account(s).
- **Preauthorized Payments**. You may make arrangements directly with your third-party billers to pay certain recurring bills from your checking, savings and money market Account(s).
- **Electronic Check Conversions**. You may authorize a merchant or other payee to make a one-time electronic payment from your checking Account using information from your check to pay for purchases or pay bills (typically, at the point of purchase, a merchant will post a sign regarding the electronic check conversion and print the notice on a receipt).
- **Electronic Returned Check Charge**. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

ATM Transfers: Refer to the cardholder agreement provided to you with your debit or ATM Card for details.

Debit Card Transactions: Refer to the cardholder agreement provided to you with your debit Card for details.

Currency Conversion and International Transactions: Refer to the cardholder agreement provided to you with your debit Card for details.

Instant Transfers: Electronic/digital transfer solutions, such as Zelle®, the FedNow® Service and the RTP® Network (Real Time Payments) from The Clearing House.

Online and Mobile Banking Transfers: Refer to the separately provided Digital Terms of Use agreement, and corresponding addendum(s), for details on digital banking services (online banking and mobile banking).

Overdraft Protection Transfers: Transfers to and from your Accounts for Overdrafts are also electronic funds transfers and subject to these terms.

Health Savings Accounts (HSA): We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA – for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit Card transaction – can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a Card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you

earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

FEES

We will charge you fees for electronic fund transfers in accordance with our *Schedule of Fees* and any applicable cardholder agreement or Digital Terms of Use agreement and corresponding addendum(s) related to digital banking services.

- **Direct Deposits.** We do not charge for Direct Deposits to any type of account.
- **Preauthorized Payments.** We do not charge for preauthorized payments from any type of account.
- **ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your Account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 888-842-0221, email us at info@incrediblebank.com or log into online or mobile banking to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking, savings and money market Account(s).

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your Account, you can stop any of these payments. Here is how: Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. Please refer to our separate *Schedule of Fees* for the amount we will charge you for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice 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 that you set.)
- **Liability for failure to stop payment of preauthorized transfer**. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUION'S LIABILITY

- **Liability for failure to make transfers.** If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
  (1) If, through no fault of ours, you do not have enough money in your Account to make the transfer.
  (2) If you have an overdraft line and the transfer would go over the credit limit.
  (3) If the automated teller machine where you are making the transfer does not have enough cash.
  (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
  (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
  (6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

- **Disclosure.** We will disclose information to third parties about your Account or the transfers you make:
  (1) where it is necessary for completing transfers; or
  (2) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; or
  (3) in order to comply with government agency or court orders; or
  (4) as explained in the separate *Privacy Notice*.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your Card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card and/or code, and we can prove we could have stopped someone from using your Card and/or code without your permission if you had told us, you could 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 us at once. If you do not tell us within 60 calendar days after the statement was mailed to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Additional Limit on Liability for Visa Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

Please be aware that consumer rights governed by the Electronic Fund Transfer Act do not apply to Business Accounts and we are not liable to reimburse you for unauthorized or erroneous transactions that may occur on your Business Account via an electronic fund transfer.

(b) Contact us in event of unauthorized transfer.

If you believe your Card and/or code has been lost or stolen, call or write to us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your Check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write to us at the telephone number or address listed in this disclosure, 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 60 calendar days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and Account number (if any).

(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 10 business days. We will determine whether an error occurred within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new Account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 calendar days if the transfer involved a new Account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 business days (5 business days for Visa Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new Account) 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 10 business days, we may not credit your account. Your account is considered a new Account for the first 30 calendar days after the first deposit is made, unless each of you already has an established Account with us before this account is opened.

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.

Funds Availability Policy

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to make funds from your Check deposits available to you on the first business day after the day we receive your deposit. Cash deposits and electronic deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash, and we will use the funds to pay Items presented for payment on your Account.

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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays we are closed. If you make a deposit before closing Monday through Friday on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing Monday through Friday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by Check available to you on the next business day after the day of your deposit. Depending on the type of Check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $275 of your deposits, however, will be available on the next business day. If we are not going to make all of the funds from your deposit available on the next business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, 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.
- You deposit checks totaling more than $6,725 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 failure of computer or communications 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 calendar days your Account is open. Funds from cash and electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from wire transfers and the first $6,725 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 next business day after the day of your deposit if the Checks being deposited are payable to you. The excess over $6,725 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 $6,725 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.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will be available by the fifth business day after the day of your deposit.