

OVERDRAFT PROTECTION POLICY/BENEFITS PROTECTION

We will pay overdrafts on your account on a discretionary basis after opening your account and provided thereafter you maintain your account in good standing, which is explained as follows:

1. You maintain regular deposits into your account consistent with your past transactions.
2. You deposit an amount sufficient to satisfy the overdraft made in your behalf within 30 days and that your account is rendered positive within a 35 day period.
3. You must not be in default with respect to any loan or other obligation you have to Liberty Bay Credit Union.

Liberty Bay Credit Union is not under any obligation to pay any of your overdraft items and will only do so on a discretionary basis. This courtesy may be withdrawn at any time without warning or notice of cause or reason. The maximum amount of overdrafts allowed from your account will not generally exceed \$750.00 (negative balance), inclusive of fees and charges.

Every time your overdraft privilege is exercised by check, pre-authorized transfer or in-person withdrawal, you will be charged a non-sufficient funds fee (NSF), as described in our schedule of fees and charges. There is no periodical limit on this fee. More than one NSF fee may be charged to your account per day. The order in which we receive withdrawals from your account will determine the number of NSF fees we charge to your account. The payment by us of one overdrawn item does not obligate us to pay another. All signatories on the account are jointly and severally liable for all overdraft amounts, fees and charges.

The amount of any overdraft, including fees and charges is payable upon demand. This means that any deposit you make into your account will be used immediately to satisfy your outstanding obligation to the Credit Union.

If you wish to have your account removed from this program, you may do so by calling us at: 617-439-6500, during our normal business hours or write to us at: Liberty Bay Credit Union, 300 Granite Street, Braintree MA 02184

TRUTH IN SAVINGS DISCLOSURE

This Disclosure Statement sets forth certain terms relating to your Accounts with us. These terms are part of your contract with us and are binding upon both of us.

Savings Account, Benefits Checking Account, Club Account, Money Market Account.

Rate Information

Your dividend rate and annual percentage yield may change. At our discretion we may change the dividend rate on your account at any time.

The dividend rate and Annual Percentage Yield set forth on the back of this disclosure are as of the last dividend declaration date.

Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.

Accrual of Dividends on Non-cash Items

Accrual of dividends on non-cash items (for example, checks) you deposit will begin on the day you deposit such non-cash items.

Dividend Compounding and Crediting

Dividends are compounded daily and credited monthly (Club Accounts earn simple interest which is credited at maturity). The dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1st, and the ending date of such dividend period is January 31st. All other dividend periods follow this same pattern of dates.

The dividend declaration date follows the ending date of a dividend period, and for the example set forth herein is the second Tuesday in February.

If you close your Club account before dividends are credited, you will not receive the accrued dividends. All other accounts will receive accrued but unaccredited dividends if closed.

Calculation Method

We use the daily-balance method to calculate dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

Minimum Balance Requirements and Transaction Limitations

The minimum balance requirements for your accounts can be found in the minimum balance requirement and account rate information section on the back page of this disclosure. The par value of a share in this credit union is \$5.00.

We may require you to give written notice of an intended withdrawal not less than 7 days before the withdrawal is to be made. Under applicable law, we may extend the notice period for up to 90 days.

If your account is a Savings Account, or Money Market Account, during each monthly statement period, you are limited to making no more than 6 transfers to another account with us or to a third party by means of preauthorized or automatic transfer, or telephonic agreement, order or instruction. or by check, draft, debit card (ATM withdrawals do not count) or similar order made by you and payable to third parties. For purposes of this limitation, (if applicable) transfers made by using Online Banking Services are counted against the permissible number of transfers.

Subaccounts

Some Accounts consist of a transaction sub account and a savings sub account. Funds not routinely needed to pay debits may be transferred to a savings sub account. We may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non interest bearing. The savings sub account will be governed by the rules governing our other savings accounts indicated within the Withdrawals Section of this Account Agreement. This process will not affect your available balance, the interest you may earn, NCUA insurance protection, your monthly statement, or any other features of these Accounts.

CERTIFICATE OF DEPOSIT

Rate Information

The Dividend Rate and Annual Percentage Yield set forth on the back of this disclosure, are as of the last dividend declaration date. You will be paid this rate until the maturity date of the certificate. The Annual Percentage Yield assumes that dividends remain on deposit until maturity. Any withdrawal will reduce earnings.

If your certificate offers a bump-up feature, you may, once during the initial term of the CD, contact the credit union to request a rate adjustment to your account. The bump-up rate change is based upon the _____ rate. In the event of a published rate increase, existing CD holders have the opportunity to request a one-time matching rate increase of up to _____ percentage points. The new rate will take effect on the date the bump-up is processed and will remain in effect through the remainder of the existing CD term. It may take up to 2 business days for rate change to become effective upon request.

Accrual of Dividends on Non-cash Items

Accrual of dividends on non-cash items (for example, checks) you deposit will begin on the day you deposit such non-cash items.

Dividend Compounding and Crediting

Dividends on certificates are compounded daily, and credited monthly and at maturity, you may also elect to have dividends transferred to another account with us, rather than credited to this account.

The dividend period is monthly, for example, the beginning date of the first dividend period of the calendar year is January 1st, and the ending date of such dividend period is January 31st. All other dividend periods follow this same pattern of dates.

The dividend declaration date follows the ending date of a dividend period, and for the example set forth herein is the second Tuesday in February.

If you close your account before dividends are credited, you will receive the accrued dividends.

Calculation Method

We use the daily-balance method to calculate dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

Account Transaction Limitations

You may withdraw credited dividends prior to the maturity date from your

Certificate of Deposit Account without penalty. Under some circumstances we may allow a withdrawal of principal, any such withdrawal of principal will be subject to the Early Withdrawal Penalty stated below. You may not make additional deposits to your account prior to maturity.

In unusual circumstances we may require a 90 day written notice of intent to withdraw any or all of the funds in this account.

Certificate of Deposit accounts are non-transferable.

Early Withdrawal Penalty

If you withdraw any principal before the maturity date, a penalty will be imposed on the amount which you withdrew and charged to your account. The penalty will be equal to the number of days interest which would have been earned on the amount of principal withdrawn, according to the following schedule:

If original term of certificate is 3 months or less, the penalty will be equal to 30 days interest on the amount withdrawn subject to penalty. If the original term is between 4 and 10 months, the penalty will be equal to 90 days interest on the amount withdrawn subject to penalty. If the original term is 11 months or longer, the penalty will be equal to 180 days interest on the amount withdrawn subject to penalty.

No penalty shall be assessed in the event of the death or adjudication of mental incompetence of any owner of the account. We may also allow a withdrawal, in whole or in part, without penalty, with respect to any deposit which is contributed under a Keogh Plan or Individual Retirement Account where the individual for whose benefit the plan or account is maintained is 59.5 years of age or older or becomes disabled as defined in the Internal Revenue Code.

Renewal Policy

Certificate of Deposit Accounts will automatically renew at maturity, unless we receive instructions from you, before the maturity date, to the contrary. In the event the same term is not offered, CD will automatically renew into the closest term greater than the existing term.

You will have a grace period of 10 days after the maturity date to withdraw funds without penalty.

If you choose not to renew your account for any reason, your funds will be transferred to a dividend bearing Share Account.

Additional Transaction Limitations

Covering All Accounts

As a member of our credit union, you are subject to the following rules that are contained in our governing documents:

In order to maintain an account with us, you must maintain a savings account which meets the par value requirements set forth herein. For this credit union, you must hold one share with the herein-noted par value in order to maintain accounts with us.

Shares may be transferred only from one member to another, by written instrument in such form as we may prescribe.

You may not withdraw shareholdings that are pledged as required as security for loans without our written approval, except to the extent that your shares exceed your total primary and contingent liability to us. Further, you may not withdraw any shareholdings below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if borrowers for whom you act as co-maker, endorser, or guarantor are delinquent, without our prior written approval.

Shares paid in under an accumulated payroll deduction plan may not be withdrawn until credited to your account.

Service Fees and Charges

We will provide you with a separate schedule setting forth the fees and charges that may be imposed upon your account(s).

INSURED DEPOSITS

National Credit Union Share Insurance Fund

Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Massachusetts Credit Union Share Insurance Corporation

The portion of members accounts in excess of those sums which are insured by the National Credit Union Share Insurance Fund are insured by the Massachusetts Credit Union Share Insurance Corporation.

MINIMUM BALANCE REQUIREMENT AND ACCOUNT RATE INFORMATION

Additional information applying to your account(s) is disclosed on the previous panels. The dividend rates and Annual Percentage Yields (APY) set forth are as of the last dividend declaration date. The disclosed APY assumes that principal and interest remain on deposit.

PREMIER CHECKING ACCOUNT

Dividend Rate%
Annual Percentage Yield%
Minimum daily balance required to earn APY \$5.00
Minimum Deposit to Open Account \$500.00

BENEFITS CHECKING ACCOUNT

Dividend Rate%
Annual Percentage Yield%
Minimum daily balance required to earn APY \$5.00
Minimum Deposit to Open Account None

SAVINGS ACCOUNT

Dividend Rate%
Annual Percentage Yield%
Minimum daily balance required to earn APY \$5.00
Minimum opening deposit required \$5.00

CLUB ACCOUNTS

Dividend Rate%
Annual Percentage Yield%
Minimum daily balance required to earn APY \$5.00
Minimum opening deposit required \$1.00
Club term ends ____/____/_____.

TIERED RATE IRA MONEY MARKET ACCOUNT

Minimum Deposit to Open Account \$500.00

Minimum Daily Balance Required To Earn Disclosed APY	\$5.00 to \$499.99	\$500.00 or more
Dividend Rate	%	%
Annual Percentage Yield	%	%

TIERED RATE MONEY MARKET ACCOUNT

Minimum Deposit to Open Account \$2,500.00

Minimum Daily Balance Required To Earn Disclosed APY	Dividend Rate	Annual Percentage Yield
\$5.00 to \$2,499.99	%	%
\$2,500.00 to \$9,999.99	%	%
\$10,000.00 or more	%	%

These interest rates are payable on your entire balance.

CERTIFICATE OF DEPOSIT

_____ - MONTH _____ - YEAR IRA BUMP-UP

The Dividend Rate for your account is.....%

With an Annual Percentage Yield of.....%

Minimum daily balance to earn Annual Percentage Yield.....\$_____

Minimum opening deposit required.....\$_____

Maturity date _____.

Information Provided upon Request

If checked, we are providing this information to you at your request. The dividend rate and annual percentage yield shown herein are accurate as of _____.

You may call our telephone number as shown on the front cover to obtain current rate information.

Combined Disclosure

Account Agreement

Availability of Funds

Truth in Savings

Headquarters

300 Granite Street
Braintree, MA 02184

617-439-6500
lbcu.org



LIBERTY BAY

CREDIT UNION

ACCOUNT AGREEMENT

General Terms. The following terms and conditions are agreed to by you and us with respect to your account(s) with us. In this agreement references to “you” and “your” mean the accountholder(s) and anyone who has authority to utilize the account(s). “We”, “us” and “our” mean the financial institution which holds your account(s). To the extent that any of the following terms are void or unenforceable under applicable law, this agreement shall be treated as if such term did not exist and all of the other terms shall continue in full force and effect.

All of the terms set forth in any Disclosure Statement given to you in connection with your account(s) are hereby made a part of this agreement and shall govern the use of your account(s). In the event of any conflict, the terms set forth in the Disclosure Statement shall control. By signing a signature card with respect to your account(s) you agree to all of the terms set forth herein.

This agreement shall be subject to the laws of the United States of America and the state in which the office of the financial institution at which you maintain your account is located.

1. **Types of Accounts.** The following terms apply with respect to each type of account described below:

- A. **Individual Account** – An account standing in the name of one accountholder.
- B. **Joint Account**—An account in the name of two or more accountholders. Each of you may exercise any rights with respect to the account, including the right to withdraw funds from the account singly, unless we agree to the contrary. All joint accounts shall be treated as accounts with the right of survivorship which means that when one of the accountholders dies, the surviving accountholder(s) will own the account and will have all of the rights with respect to the account.
- C. **Revocable Trust Accounts** – An account which is opened by a trustee for the benefit of another person. Only the trustee may withdraw funds from such an account. In the event of the death of the last trustee on the account, payment may be made to the beneficiary of the account or that person’s legal representative.

2. **Rules Relating to Funds Deposited in Your Account(s).** Any deposit which you make into your account(s) will be treated as having been received on the date of deposit unless it is made after our cut-off time. Our cut-off time may not be earlier than 2:00 p.m. on any business day that we are open. Any deposits we receive after our cut-off time on any business day we are open, or that are received on a date we are not open will be treated as if received on the next business day that we are open. We will give provisional credit with respect to items deposited to your account(s) and may revoke any provisional credit that we have given if the item is not finally paid. We will give final credit for any cash that is deposited into your account(s). Any item that is payable in foreign currency will be credited to your account(s) at the exchange rate in effect when we receive final payment in United States dollars.

Funds that are deposited into your account(s) will be made available for withdrawal or the payment of checks drawn on your account in accordance with our Funds Availability Policy (a copy of which you have received).

3. **Direct Deposits.** If you have an agreement with us by which funds may be directly deposited into your account(s), any amount which must be returned to the United States of America, or any agency thereof, for any reason will be automatically deducted from your account(s) or from any other account you may have with us, except to the extent prohibited by law. We may also pursue any other remedy available to us to recover any funds that have been deposited into your account(s) and which we are required to return to the United States of America, or any agency thereof.

4. **Right of Set-Off.** To the extent permitted by applicable law, we may set-off any funds in your account(s) against any obligation that you owe to us now or in the future. This right of set-off does not apply if (i) your account(s) is an Individual Retirement Account or other tax qualified retirement account, (ii) the identity of the obligor to us and the accountholder are not the same, or (iii) the obligation to us arose in a consumer credit transaction where a credit card was used to create the obligation. You should be aware that if we exercise our right of set-off, there may not be sufficient funds in your

account(s) to cover any check that is presented to us after we exercise our right of set-off. We will have no liability for the dishonor of any such check.

5. **Fees and Charges.** We will provide you with a schedule of fees and charges which may be applied against your account(s). You authorize us to charge your account(s) for these fees and charges as applicable. To the extent that there are insufficient funds in your account(s) to cover such fees and charges, you agree to pay us such fees and charges forthwith. We may assess a reasonable charge against your account(s) when we dishonor any item that is presented for payment from your account(s) and which is dishonored because of insufficient funds. The amount of all fees and charges that we may assess against your account(s) is set forth in our schedule of fees and charges (a copy of which has been provided to you).

6. **Withdrawals from Account(s).** Unless we have agreed with you otherwise and have indicated our agreement on your account(s) records, each of you, acting singly, may withdraw funds from your account(s) by signing as the maker of any check, signing any withdrawal order, or otherwise as we may permit. Any of you may endorse any item payable to you or your order for deposit into your account(s). You agree not to postdate any check or other order for withdrawal. If you do postdate any item, you agree that we may charge your account(s) for the item even though payment is made before the date on the check. We will not do this if we have received written notice from you with respect to such postdating which notice must be delivered in time for us to have a reasonable opportunity to act on it and must identify the check by date, number, amount and payee.

We are not obligated to honor any item presented for payment against your account(s) unless there are sufficient available funds to pay such item. If we do pay any such item and, as a result, an overdraft occurs in your account(s), you agree to immediately deposit sufficient funds in your account(s) to eliminate such overdraft.

We may require that you provide us notice in writing at least 7 days prior to each withdrawal from any account you have with us that bears interest (other than a time deposit) or from any share account(s) as defined by Regulation D issued by the Federal Reserve Board. You may be subject to a penalty in the event that you withdraw funds from a time account prior to its maturity or prior to the expiration of any notice period. The existence and amount of any such penalty will be set forth in your truth-in-savings Disclosure Statement.

7. **Wire Transfers.** If you originate a wire transfer for which FedWire is used, you understand that said transfer is subject to Article 4A of the Uniform Commercial Code. If you originate a fund transfer by wire and you do not properly identify the name of the beneficiary, the beneficiary’s account number, the beneficiary’s financial institution, any intermediary financial institution, or provide any other necessary information, you shall bear the loss (if any) caused by such failure to properly provide the required information. We shall have no liability to you for any such loss even though we could have prevented such loss by confirming the accuracy of the information which you provided.

8. You may conduct transactions on your Credit Union account(s) at CO-OP Shared Branching locations. All transactions conducted at a CO-OP Shared Branching location are subject to CO-OP’s operating procedures, policies, and fees. Funds deposited at CO-OP Shared Branching locations may not be available for immediate withdrawal. Check holds are the same as for similar checks deposited at a Credit Union proprietary branch; please refer to our Funds Availability Policy. Check holds cannot be removed by CO-OP Shared Branching personnel. Transactions at CO-OP Shared Branching locations are subject to this Agreement and Disclosure and are subject to host credit union verification. Certain transactions at CO-OP Shared Branching locations may be subject to our fee(s) as stated on the current Schedule of Fees. Shared branch locations can be found at www.lbcu.org.

9. **Automated Clearing Houses.** In the event that any transaction related to your account(s) utilizes the services of an automated clearing house, you agree to be bound by the rules of such automated clearing house or any association to which it belongs. These rules may provide, among other things, that payments made to you, or originated by you, will be provisional until final settlement is made through a Federal Reserve Bank or payment

of the same is otherwise finally made as provided in Article 4A-403(a) of the Uniform Commercial Code. In the event that any amount is credited to your account(s) and we do not receive final payment with respect to the same, we shall be entitled to a refund from you of the amount so credited to your account(s).

Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may accept on your behalf payments to your account which have been transmitted through one or more of Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

10. **Stop Payment Orders.** You may stop payment on any item that you have drawn against funds in your account(s). We must receive your stop payment order in time for us to have a reasonable opportunity to act upon it. Our cut-off time for stop payment orders is one hour after our opening on the next banking day after the banking day on which we received your check. If you request us to stop payment on an item orally, we may request that you confirm your stop payment order in writing. If we do not receive your written confirmation of the stop payment order within 14 days, your stop payment order will no longer be effective.

Any stop payment order must accurately identify the item to which it applies, including any check number, the amount of the check, your account number, the date of the check and the payee of the check. Any stop payment order received by us will be effective even though it is signed by an accountholder other than the accountholder who initially signed the item to which it applies. However, if you wish to cancel a stop payment order, the person who initiated/ signed the stop payment order must also initiate/sign the cancellation.

11. **Use of Restrictive Legends.** We are not obligated to honor any restrictive legend you place on any item you write unless we have agreed in advance in writing to honor such restriction.

12. **Order of Payment of Items Drawn on Your Account(s).** We may pay items presented on your account in any order which we choose. Typically we will attempt to pay items presented against your account to the extent possible, but if you do not have sufficient available funds in your account(s) to pay all of the items presented against your account on a single banking day, we may select which items to pay and which items to dishonor. We will have no liability to you as a consequence of any such selection.

13. **Telephone Transfers.** If you have a telephone transfer agreement with us, account holders who are entitled to withdraw funds from your account(s) may authorize a transfer from your account(s) via telephone. Telephone transfers from a share accounts to another account or to a third party are not permitted if they would exceed six (6) such transfers per month (less other transfers limited by the terms of Regulation D of the Federal Reserve Board). At our discretion, we will accept oral telephone instructions for transfers within your accounts.

14. **Periodic Statements.** If you have a statement account(s), we will deliver to you a statement of your account periodically. You must examine your statement promptly. If you discover or should have discovered any unauthorized withdrawal from funds in your account(s), you must immediately notify us of your discovery and provide us with all information necessary for us to determine whether the withdrawal was unauthorized. To the extent that you do not promptly notify us of any such unauthorized withdrawal, you may be liable for any loss which is thereafter sustained which we could have prevented had you promptly notified us of the unauthorized withdrawal. You agree that you will not have acted promptly if you fail to examine your statement and report any unauthorized withdrawal to us within 30 calendar days of the date that the statement was sent to you or made available for your examination. You agree that if you fail to provide notice to us of any unauthorized signature,

alteration, forgery, or other error with respect to your account within 60 days of when we sent you the statement or made it available to you, you will not be able to assert a claim against us with respect to any item(s) reflected in such statement.

15. **Non-Assignability of Account(s).** You may not transfer or assign your account(s) to any third party without our prior written consent. Any such attempted transfer or assignment shall be void with respect to us.

16. **Credit Reports.** In connection with your account(s), you hereby authorize us to obtain a consumer credit report on you from any credit reporting agency.

17. **Abandoned Accounts.** If an account has been deemed abandoned under Massachusetts law because there has been no account activity (for example, some form of customer initiated transaction or communication) for a period of three years, we must turn the funds in the account over to the Commonwealth of Massachusetts. We will attempt to notify you in writing before this takes place. Funds which have been turned over to the Commonwealth can be reclaimed from the Commonwealth, but proof of ownership will be required before payment will be made by the Commonwealth.

18. **Change of Address.** You agree to notify us in writing of any permanent change of address. Any notice or statement mailed to the last address appearing on our records will be deemed delivered and binding for all purposes.

19. **Unlawful Use.** You agree not to use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities.

YOUR ABILITY TO WITHDRAW FUNDS

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

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

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit 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 we close, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from wire transfers and electronic direct deposits to your account will be available on the day we receive the deposit. If you make the deposit in person to one of our employees, funds from the following deposits are available on the same business day that you make your deposit:

- U.S. treasury checks that are payable to you.
- Checks drawn on Liberty Bay Credit Union.
- Cash.
- State and local government checks that are payable to you.
- Cashier’s, certified, and teller’s checks that are payable to you.

Federal Reserve Bank checks, Federal home loan Bank checks, and postal Money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day of your deposit.

Other Check Deposits

The first \$200 from a deposit of Other Checks will be available the same day of your deposit. The remaining funds will be available by the second business day after the day of your deposit.

For example, if you make a deposit of \$700 of Other Checks, on Monday, \$200 of the deposit will be available by Monday. The remaining \$500 will be available by Wednesday.

If we cash a check for you that is drawn on another institution, we may withhold the availability of a corresponding amount of funds that are already in an account you have with us. Those funds will be available at the time the funds from the check we cashed would have been available if you had deposited it.

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

LONGER DELAYS MAY APPLY

In some cases, we may not make all of the funds that you deposited by check available to you on the first 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 \$200 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first 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 need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

1. We believe a check you deposit will not be paid.
2. You deposit checks totaling more than \$5,000 on any one day.
3. You redeposit a check that has been returned unpaid.
4. You have overdrawn your account repeatedly in the last six months.
5. 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 deposit.

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks and any Federal Reserve Bank checks, Federal Home Loan Bank checks and U.S. Postal Money Orders will be available by the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available by the seventh business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury Check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available no later than the seventh business day after the day of your deposit.

DEPOSITS MADE AT AUTOMATED TELLER MACHINES

Deposits (cash or checks) made at automated teller machines (ATMs) we own or operate prior to 2:00 P.M. on a business day that we are open will be treated as deposited that day. Funds from deposits made after 2:00 P.M. or on a day we are not open will be treated as deposited on the next business day we are open. Deposits are only accepted at machines that we own or operate. All ATMs that we own or operate are identified as our machines.