



Personal Account Rules, Regulations and Depositor Agreement

For New Accounts Opened on or After 12/31/20

Effective 3/1/21 for Existing Accounts Opened Prior to 12/31/20

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PERSONAL ACCOUNT RULES, REGULATIONS AND DEPOSITOR AGREEMENT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

In New Jersey, as used in this agreement, "party" means a person who has a present right, subject to request, to payment from the account. A P.O.D. payee or beneficiary of a trust account is a party only after the account becomes payable to them by reason of their surviving the original payee or trustee. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party. It also includes a person identified as a trustee of an account for another whether or not a beneficiary is named, but it does not include any named beneficiary unless they have a present right of withdrawal.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in New Jersey"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

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 account and the schedule of fees. You authorize us to deduct these 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 we can deduct any amounts deposited into the account and apply those amounts to the shortage. 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. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

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 indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. 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. In addition, we may place limitations on the account until your identity is verified.

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 your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. 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.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

In Pennsylvania and Delaware, Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

In New Jersey, Notice of withdrawal - We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by

Regulation D. At the present time, we do not require such notice. If we do require such notice at some time in the future, we will apply that requirement to all such accounts. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's current balance is the amount of money in your account, including credit for the full amount of all deposits posted without regard to any portion of the deposit that may be on hold. Current Balance only reflects transactions that have "posted" to your account, but not transactions that have been authorized and are "pending", or other payments such as checks you have written but not yet presented to us for payment. While these balance terms may sound as though the amount represents an up-to-date display of what is in your account that you can spend, that is not always the case. Any checks you have written, purchases, holds, fees, other charges, or deposits made on your account that have not yet posted will not appear in your Current Balance. The balance on your periodic statement is the current balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient funds (NSF) fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. A debit card transaction might be authorized by use of a PIN, a signature, or a chip. An example of an ACH transaction is a preauthorized payment you have set up on a recurring basis. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, through mobile banking or at an ATM, accessing your account information by phone through the Telephone Banker or Call Center, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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 when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. 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 it could be three business days, or even longer in some cases, 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. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process credits first, on the day they are processed. We process checking withdrawals, prior day force posted checks second, by serial number order lowest to highest; those without serial number are sorted by batch and sequence number on the day they are processed. We process ATM/POS transactions third, on the day they are processed. We process checks fourth, by serial number order lowest to highest; those without serial number are sorted by batch and sequence number on the day they are processed. We process default debits fifth, by serial number order lowest to highest; those without serial number are sorted by batch and sequence number on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

In Pennsylvania, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. 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.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Revocable Trust Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Delaware, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed)

will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In New Jersey, ALL PERSONAL ACCOUNTS - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. 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.

Individual Account - is an account in the name of one person.

Multiple-Party Accounts (joint accounts, trust accounts, and pay-on-death accounts) - A multiple-party account is one with more than one party, or a trust or pay-on-death (P.O.D.) account. Any party to this agreement may withdraw all or any portion of the account balance unless otherwise indicated on the account records. Such accounts are subject to the Multiple Party Deposit Account Act, New Jersey Statutes Annotated (NJSA) § 17:16I-1 et seq. (P.L. 1979 c. 491), and we will not be liable because of any payments made pursuant to the Act. We may make payment from this account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of setoff, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and (ii) on request to a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. The financial institution is not required to determine net contributions. Each party owns their net contribution to the account. In the absence of proof of net contribution, and unless the parties have specifically agreed otherwise, each party will own an equal share of this account. Ownership of a multiple-party account cannot be changed by will.

Joint Account - With Survivorship (And Not As Tenants In Common) - is owned by two or more parties. Upon the death of a party: (a) where there is only one surviving party, the entire account will belong to the survivor; (b) where there are two or more surviving parties, each party will continue to own their proportionate share as joint tenants with survivorship and not as tenants in common. The portion of the account owned by the deceased party will be shared equally by the survivors.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more parties, but none of you intend (merely by opening this account) to create any right of survivorship in any other party. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries or P.O.D. payees cannot withdraw unless: (1) all parties creating the account die, (2) the beneficiary/P.O.D. payee is then living, and (3) we are not otherwise required by New Jersey law to make payment to a parent, custodian, or guardian. If two or more beneficiaries/P.O.D. payees are named and survive the death of all parties creating the account, such beneficiaries/P.O.D. payees will own this account in equal shares, without right of survivorship. The party(ies) creating either of these account types reserves the right to: (1) change beneficiaries/P.O.D. payees, (2) change account types, and (3) withdraw all or part of the account funds at any time.

STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

In Pennsylvania, NOTICES - 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 it in time to have a reasonable opportunity to act on it. If the 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. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file.

In Delaware and New Jersey, NOTICES - 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 it in time to have a reasonable opportunity to act on it. If the 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. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period.

Your duty to report unauthorized signatures, alterations and forgeries - Your statement will provide sufficient information for you to reasonably identify the items paid (item number, amount, and date of payment). You should keep a record of each transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You have some responsibilities in connection with your statement. You must examine your statement with "reasonable promptness." Also, if you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, 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). The loss you might bear, in whole or part, could be not only with respect to items listed on the statement, but also other items with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss from the thief, but this is often unsuccessful.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than 30 days from when we first send or make the statement available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to those contained in the second paragraph of this section.

Contact us if you do not receive your regular statement. If this is a business account, 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.

Your duty to report other errors or problems - In addition to the Commercial Code and other state law, you agree there is a common law duty to promptly review your statement for errors in addition to unauthorized signatures, alterations or forgeries. Promptly reviewing your statement is valuable to both you and us because it can help identify, correct and prevent future mistakes.

In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the 60 day time period to report other errors.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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.

In Pennsylvania, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The designation of an authorized signer does not create a power of attorney; therefore, the authorized signer is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

In Delaware and New Jersey, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement 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 placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

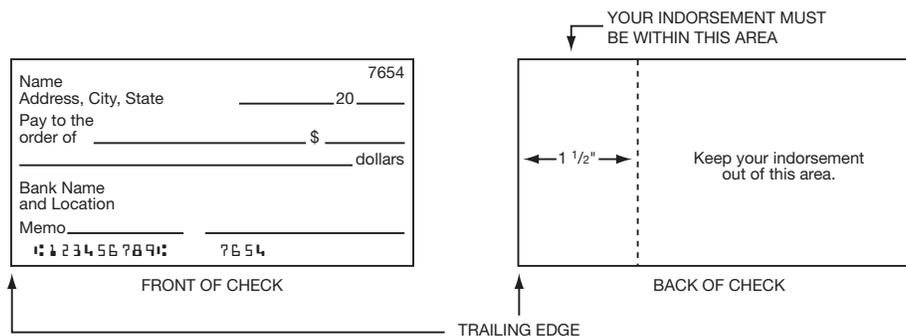
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify,

defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

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.

ACCOUNT SECURITY -

Duty to protect account information and methods of access - It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, debit card and/or PIN) for your account(s). Do not discuss, compare, or share information about your account number(s) or access device(s) with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

Account numbers - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your 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). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

Access devices - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

Blank checks - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank 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 if we failed to use ordinary care which substantially contributes to the loss.

TELEPHONIC INSTRUCTIONS - 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 or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to

contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

POWER OF ATTORNEY - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS - We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment 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 in the manner we have described elsewhere.

UNCLAIMED PROPERTY - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. 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.

UTMA ACCOUNTS - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

CASH TRANSACTION REPORTING - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

BACKUP WITHHOLDING/TIN CERTIFICATION - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S OR TELLER'S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and

we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

CHANGING ACCOUNT PRODUCTS - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

CHECK STORAGE AND COPIES - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original 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.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

NOW ACCOUNT ORGANIZATION - We have organized your NOW account in a nontraditional way. Your NOW account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontraditional transaction subaccount (e.g., a savings subaccount). You cannot directly access the nontraditional transaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your NOW account operates and the way a traditionally organized NOW account operates, but this organization makes us more efficient and helps to keep costs down.

HEALTH SAVINGS ACCOUNTS (HSA) - For your convenience, we permit you to take distributions from your HSA by check. This feature can raise a variety of tax concerns – for example getting additional cash back on an HSA checking transaction. As a result, if you have more than one account with us, it is a good practice to make sure you are using the appropriate checkbook for the transaction. Also, it is your responsibility to ensure your distributions and other actions related to the 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 agreement 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.

INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

POLICY DISCLOSURE STATEMENT FOR ELECTRONIC FUNDS TRANSFERS

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. 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.

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. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). 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:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** 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.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Telephone Banker Transfers - types of transfers - You may access your account by telephone at 610.687.4268 or 1.833.347.4205 using personal identification number, touch tone phone, and Voice Login ID, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)

Bryn Mawr Trust Banking Card ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your Bryn Mawr Trust Banking Card and personal identification number or Bryn Mawr Trust Visa Debit Card and personal identification number, to:

- make deposits to checking account(s) with an ATM card
- make deposits to checking account(s) with a debit card
- make deposits to savings account(s) with an ATM card
- make deposits to savings account(s) with a debit card
- get cash withdrawals from checking account(s) with an ATM card
 - you may withdraw no more than \$760.00 per day 3:00 p.m. - 3:00 p.m.
- get cash withdrawals from checking account(s) with a debit card
 - you may withdraw no more than \$760.00 per day 3:00 p.m. - 3:00 p.m.

- get cash withdrawals from savings account(s) with an ATM card
 - you may withdraw no more than \$760.00 per day 3:00 p.m. - 3:00 p.m.
- get cash withdrawals from savings account(s) with a debit card
 - you may withdraw no more than \$760.00 per day 3:00 p.m. - 3:00 p.m.
- transfer funds from savings to checking account(s) with an ATM card
- transfer funds from savings to checking account(s) with a debit card
- transfer funds from checking to savings account(s) with an ATM card
- transfer funds from checking to savings account(s) with a debit card
- get information about:
 - the account balance of your checking account(s)
 - with an ATM card
 - with a debit card
 - the account balance of your savings account(s)
 - with an ATM card
 - with a debit card

Some of these services may not be available at all terminals.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to ATM transfers.

Types of Bryn Mawr Trust Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to debit card transactions.

Currency Conversion and International Transactions. When you use your Bryn Mawr Trust Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Non-Visa Debit Transaction Processing. We have enabled non-Visa debit transaction processing. This means you may use your Bryn Mawr Trust Debit Card on a PIN-Debit Network* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

Visa Account Updater Notice of Right to Opt Out. Your Bryn Mawr Trust Visa Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, phone us at 610.525.1700. You must include your name, account number, and last four digits of your card number. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

Personal/Consumer Banking Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at bmt.com and using your user identification, password, account numbers, and multifactor authentication, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to certain loan account(s) with us
- make payments from checking to third parties
- make payments from savings to certain loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)
- Person to Person payments

BMT Mobile Banking Transfers - types of transfers - You may access your account(s) by downloading our mobile banking app and using your user identification, password, account numbers, and multifactor authentication, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from checking to third parties
- make payments from savings to loan account(s) with us
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)
- Person to Person payments

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

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.

Limitations on frequency of transfers. In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- For security reasons, there are other limits on the number of transfers you can make by ATM.
- For security reasons, there are other limits on the number of transfers you can make by debit card.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

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, the person or company making the deposit will tell you every time they send us the money.
- **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 610.525.1700 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 and savings accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

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. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule 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 INSTITUTION'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

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 Disclosure; or
- (5) if you give us written permission.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• **Generally.** 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 PIN 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 days after the statement was mailed to you, you may not get back any money you lost after the 60 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 Bryn Mawr Trust 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 Bryn Mawr Trust 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.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write 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 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 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 Bryn Mawr Trust 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 days (90 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 Bryn Mawr Trust 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 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.

BRYN MAWR TRUST
CUSTOMER CARE CENTER
801 LANCASTER AVE
BRYN MAWR, PA 19010
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 610.525.1700

MORE DETAILED INFORMATION IS AVAILABLE
ON REQUEST

How to Contact Us

If you believe your VISA® Debit Card, your PIN or electronic Internet password has been lost or stolen, please have your Card number or User ID ready and call us at:

610-525-1700

Monday through Friday: 7:30 A.M. to 8:00 P.M. Saturday: 9:00 A.M. to 2:00 P.M. Sunday 11:00 A.M. to 2:00 P.M.

After Hours Support Contact List

Lost or Stolen Card

To report a lost or stolen BMT Debit Card, please call 800-472-3272 to connect with an after-hours support agent.

Troubleshoot Declined Debit Card Transaction

To troubleshoot a declined transaction attempt on your BMT Debit Card, please call 800-472-3272 to connect with an after-hours support agent.

Fraud Detection Center

If you received a telephone call from the Fraud Detection Center, and wish to retrieve your message, please call 800-262-2024. Please have your case number ready. For all other information concerning fraud or electronic fund transfers, please contact us at:

610-525-1700

Bryn Mawr Trust

Electronic Banking Department

330 East Lancaster Avenue, Wayne, PA 19087-4301

Your Responsibilities for Computer Software/Hardware and Limitation of Our Liability If you use your own computer software or hardware to communicate with our computer software or hardware in connection with the use of any of our products or services, you agree that we will not be responsible or liable for any losses or damages that you incur which are caused in whole or in part by: (1) any deficiencies, defects, or problems in your computer software or hardware; (2) any incompatibility between your computer software or hardware and our computer software or hardware; (3) any inability of your computer software or hardware to accurately process data from, into and between centuries, including leap year calculations; or (4) any inability of your computer software or hardware to accurately process information from our computer software or hardware.

You agree to maintain the confidentiality of all PINs, login IDs, passwords, pass codes and other security information applicable to your account. You should never give the foregoing information to a third party. If you do so, you are authorizing that party to make transactions on your account, and you are responsible for those transactions. You agree to maintain all necessary procedures to prevent the disclosure of such information.

We recommend that you create a strong password for any Internet banking service with us using upper and lower-case letters, numbers, and special characters. Familiar names, personal information, such as date of birth or Social Security number, and words found in a dictionary should not be used.

You should review any account accessible by the Internet daily to detect any unauthorized transactions. To prevent unauthorized transactions, you should limit access to your computer to authorized persons. You should also install and maintain appropriate software to protect your computer from viruses, spyware, malware, trojans, worms, keystroke loggers and other harmful components. Your computer should be turned off when not in use.

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
7. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
8. Prevent others from seeing you enter your PIN by using your body to shield their view.
9. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
10. When you make a transaction, be alert to your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. Defer your transaction if circumstances cause you to be apprehensive for your safety. You might consider using another ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Close the door of any ATM equipped with a door.
13. Don't display your cash; place withdrawn cash securely upon your person before exiting the ATM. Count the cash later when you are in the safety of your own car, home, or other secure surrounding.
14. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
15. **In New Jersey**, we want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to the operator of the facility and the local law enforcement officials immediately.
Direct complaints concerning ATM security to the operator or the Department of Banking at (609) 292-7272.

FUNDS AVAILABILITY POLICY

This policy statement applies to all deposit accounts.

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. Electronic direct deposits and cash will be available on the day we receive the deposit. Once the funds are available, you may withdraw them in cash and we will 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.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. 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 4:00 p.m. 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 you make a deposit at an ATM before 3:00 p.m. 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 at an ATM after 3:00 p.m. 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.

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

LONGER DELAYS MAY APPLY

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 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 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 \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth 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 \$5,525 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.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

What is a substitute check?

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

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

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check 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 also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

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

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

(610) 525-1700 or visit any Branch

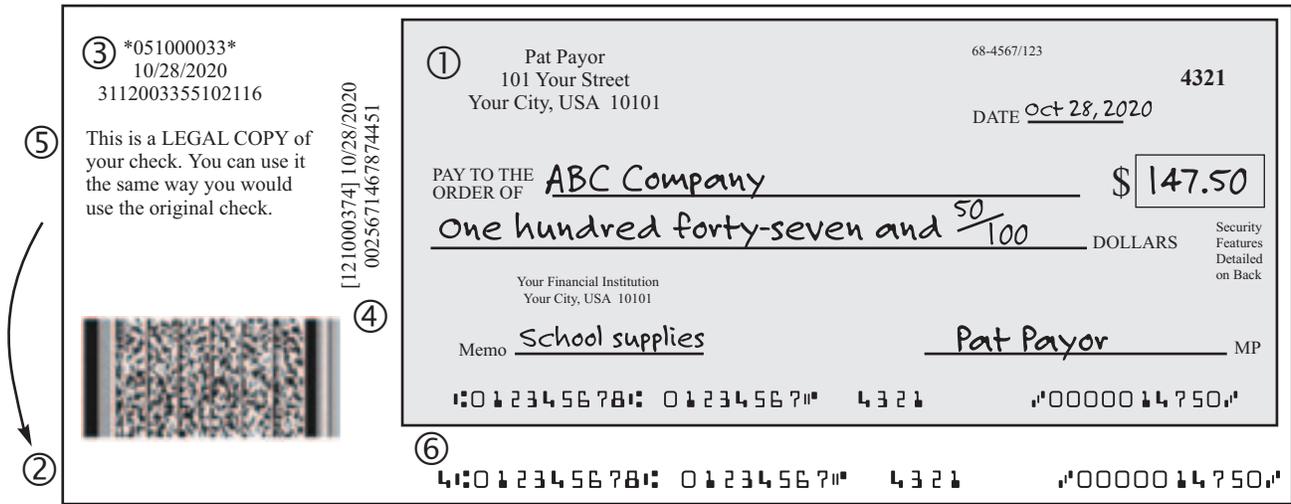
You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the amount of the check and the date of the check.

SUBSTITUTE CHECK IMAGE

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



These numbers correspond with the numbers on the Substitute Check Image:

- 1 An image of the original check appears in the upper right-hand corner of the substitute check.
- 2 A substitute check is the same size as a standard business check.
- 3 The information in asterisks relates to the “reconverting bank”—the financial institution that created the substitute check.
- 4 The information in brackets (appears sideways facing check image) relates to the “truncating bank”—the financial institution that took the original check out of the check processing system.
- 5 The Legal Legend states: *This is a LEGAL COPY of your check. You can use it the same way you would use the original check.*
- 6 The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the “4” at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a “5” if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

BMT
BRYN MAWR TRUST
 MEMBER
FDIC

BMT COURTESY CHECK PROTECTION™

As part of our ongoing commitment to providing the best service to our customers, we are pleased to provide you with our overdraft protection service – BMT Courtesy Check Protection™. It's a benefit you may never require, but it's nice to know it's there if you do. And, because you automatically qualify for this service, you need not do anything now except enjoy the peace of mind knowing that you have a safety net.

How BMT Courtesy Check Protection™ Works

Our BMT Courtesy Check Protection covers you in situations when you inadvertently write a check or create a debit charge for more than your account balance. We'll cover your overdraft balance up to a \$750 limit and notify you to bring your account into a positive balance. You will be responsible for paying back the amount of overdraft that we covered, and the normal insufficient funds fee for each transaction.

Pre-authorized overdraft protection services are also available either through a checking, money market or savings account, or credit line. If you have one (1) of these services, it will be accessed first, followed by BMT Courtesy Check Protection™ if necessary. If you have one (1) of the above accounts and wish to activate overdraft protection from one (1) of them, please contact us to learn how to get started.

To Opt Out, please call us at 610.525.1700 to speak with a customer service representative.

Courtesy Check Protection™ Policy

BMT Courtesy Check Protection™ is a non-contractual service provided to Bryn Mawr Trust personal checking or money market account holders for personal and household use only whose account has been determined by the Bank to be in good standing. Any or all of the following criteria may define good standing: (1) you make regular deposits and bring your account to a positive balance at least once every 30 days; and (2) your account is not subject to any legal or administrative orders or levies. At our discretion, additional criteria may apply.

BMT Courtesy Check Protection™ provides, as a discretionary service, payment of reasonable overdrafts in your account (up to a \$750 limit). However, special arrangements or circumstances may change this limit on a discretionary basis. We may not approve an overdraft for you more than this limit plus our per item insufficient funds fee (as set forth in our Personal Accounts Schedule of Service Fees). We may refuse to pay an overdraft for you at any time, regardless of paid overdrafts on your account(s). Whether your overdrafts will be paid is discretionary and we reserve the right not to pay. For example, we may not pay overdrafts if your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. Overdrafts can occur in any number of ways including: (1) the payment of checks, electronic funds transfers, withdrawals at an ATM, or other withdrawal requests; (2) payments authorized by you; (3) the unpaid return of items deposited by you; (4) the payment of checks/items which, per the Bank's Funds Availability Policy, are not designated as available or paid; and (5) the imposition of Bank service charges.

You will be notified by mail of any overdraft items paid or returned; however, we have no obligation to notify you prior to paying or returning any item. The total amount of any overdraft balance plus our per item insufficient funds fee(s) are owed to us, and shall be due and payable on demand.

BMT Courtesy Check Protection™ will be activated only after all your pre-authorized sources of overdraft protection have been utilized, including your other checking, money market or savings accounts, or credit line. As a non-contractual discretionary service, BMT Courtesy Check Protection™ may be modified, withdrawn or discontinued at any time without prior notice.

BANKING CARD, VISA® DEBIT CARD, AND TELEPHONE BANKER AGREEMENT

1. Terms and Conditions

The terms and conditions of this Agreement (“Agreement”) are in addition to the terms and conditions of your Personal Account Rules, Regulations and Depositor Agreement and Policy Disclosure Statement for Electronic Fund Transfers. The Bryn Mawr Trust Banking Card and VISA® Debit Card are referred to as “Card” or “Cards” in this Agreement. By using or accepting the Cards or by allowing anyone to use either Card, you agree to the terms and conditions of this Agreement and that you will be responsible for all authorized transfers made using your Card. As provided in this Agreement, your Card may be used to make transactions involving accounts designated by you in writing. As provided by this Agreement, your Card may be used to make purchases from a merchant or seller of goods or services in the total amount shown on any sales slip, which you authorize or acknowledge by your PIN or signature or the signature of an authorized user on the sales slip. You also authorize us to debit your primary checking account for the total amount shown on any sales slip resulting from the use of your Card.

2. Use of Card

- (a) As a Banking Card: The Card may be used at Accel® or Cirrus® ATMs for cash withdrawals, inquiries to accounts, payments and deposits (only at Bryn Mawr Trust ATMs) and transfers to and from your checking and savings accounts. You may only access your primary checking and/or savings accounts at non-Bryn Mawr Trust ATMs. The Card may also be used at certain merchant locations for purchases and in some cases for cash withdrawals. You will enter your PIN (personal identification number) to debit funds directly from the account you designate. Purchases and purchases received with cash withdrawals made at merchants must come from your primary checking account.
- (b) As a VISA® Debit Card: The Card may be used for VISA® purchases everywhere VISA® Debit Cards are accepted without the use of a PIN, including Non-VISA® Debit Transactions (PINless Debit) processed through the Accel® debit network.
- (c) To access Telephone Banker: A unique number will be assigned to access the BMT Telephone Banker to: (1) retrieve certain information regarding your deposit and loan accounts and time deposits with us; (2) transfer funds between your deposit and loan accounts; (3) place stop payments on transaction accounts, and (4) obtain other information and services which may be provided. Any personal accounts and loans on which you may be a primary or secondary holder will be accessible through Telephone Banker.

3. Use of Personal Identification Number (“PIN”) with either Card

You understand that an Accel® or Cirrus® ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You understand that Telephone Banker is an automated response system. It can and will perform many of the same tasks as a human customer service representative. You acknowledge that the Personal Identification Number or PIN that you use with the VISA® Debit Card, Banking Card or Telephone Banker is your signature, identifies the bearer or user of the Card to the Accel®, Cirrus®, or other ATM networks, or Telephone Banker, and authenticates and validates the directions given just as your actual signature and other proof identify you and authenticate and validate the directions to a human teller or customer service representative. You also understand that a Merchant who accepts the VISA® Debit Card or Banking Card for a Purchase transaction may have an electronic terminal (Merchant operated or self-service) that requires the use of your PIN, and when your PIN is used at a Merchant’s terminal, it will authenticate and validate the directions given by you. You acknowledge that your PIN with the VISA® Debit Card, Banking Card, or Telephone Banker is a security method by which we are helping you to maintain the security of your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

4. Limitations on Transactions

You may not use your Card for a transaction that would cause the available balance of any of your designated accounts to be less than zero. Also, you may not use your Card to transfer money that is not yours to or from your designated accounts. We are not required to complete these transactions, but if we do, you agree to pay us any excess amount, or improperly withdrawn or transferred amount, immediately upon request by us. We may stop or

limit electronic transfers from your account at any time, if it is necessary to maintain or restore the security of the system or of your account.

- (a) For a Banking Card: The amount of cash you may withdraw via ATMs from one (1) or more of your accounts that may be accessed by your Banking Card (or Banking Cards if your account is joint and more than one (1) owner has a Card) is limited each calendar day. Our minimum daily ATM total limit is \$760. For purposes of this agreement a calendar day is defined as the 24-hour period from 3:00 P.M. one day to 3:00 P.M. the next day. Point of Sale (POS) purchases have a separate daily limit on the amount you may transact each calendar day. Our minimum total daily limit on POS purchases made using your Banking Card (or Banking Cards if your account is joint and more than one (1) owner has a Card) is \$760. For POS purchases, your primary account cannot be a savings account or money market account.
- (b) Bryn Mawr Trust reserves the right to reduce the limits indicated in section (a) based on checking account type.
- (c) For a VISA® Debit Card: The limitations in 4(a) apply to the Card with the following exception:
Our minimum daily POS limit at VISA® locations is \$2,500 per calendar day (less any pending transactions not yet settled), not to exceed the available balance in your primary checking account.

The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount. A “hold” will be placed on your primary checking account either for the amount of the transaction or a pre-determined minimum hold amount set by the merchant. The available balance in your primary account will be reduced by the “hold” amount of any transaction for which the merchant received authorization from us for a maximum of three (3) business days, even if the documentation evidencing the transaction has not yet been received or processed by us. When the transaction reaches final clearing and posting through us, any unexpired “hold” placed on your account for the amount of the transaction will be released, and your primary account will be debited for the amount of the transaction. You agree that we are not responsible if we do not authorize or if we dishonor other POS, ATM, paper check or electronic check transactions drawn on your primary checking account while such a “hold” remains on your account. You further agree to be responsible for any previously authorized transaction for which the “hold” has expired but not yet posted to your account.

- (d) For Telephone Banker: We do not limit the frequency or dollar amounts of Telephone Banker transfers except on savings and money market accounts, which are limited to six (6) transfers or withdrawals per statement cycle by federal regulation.

5. Fees

You agree to pay any fees applicable to your Card. A Schedule of Fees that lists our current fees is available at our branch offices, and at the end of this Personal Account Rules, Regulations and Depositor Agreement under Personal Accounts Schedule of Service Fees. These fees are subject to change. When a Cardholder uses an ATM not owned by the Bank, you may be charged a fee by the ATM operator or any network used to complete the transfer, withdrawal, balance inquiry or other service.

6. International Transactions

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date.

A 1% International Service Assessment Fee will be assessed on all transactions (international purchases, credit vouchers, and cash disbursement original and reversal transactions) where the merchant country differs from the country of the card issuer, regardless of whether a currency conversion is involved.

7. Incorporation of Provisions in Disclosure Statement for Electronic Fund Transfers

Please refer to our Disclosure Statement for Electronic Fund Transfers for the terms and conditions regarding Documentation Concerning Transfers, Our Liability For Failure To Make Transfers, Your Liability For Unauthorized Use of the Card, Error Resolution Procedures, Business Days and *How to Contact Us*, which are specifically incorporated herein by reference.

8. Overdrafts

In the event use of your Card results in an overdraft of your checking or savings account, we will charge the overdraft against other deposits belonging to you or against any overdraft protection that is linked to your account. Further, should your checking or savings account be overdrawn, we may return unpaid checks drawn on that account and for each check returned, we may charge a service charge. Overdrafts that occur in a checking account will be governed by the Depositor's Agreement, or this Agreement as applicable.

9. Attorneys' Fees

If we sue you to collect any overdraft of your account, you will be liable for our costs and expenses, including reasonable attorneys' fees incurred in connection with that suit.

10. Cancellation

We reserve the right to revoke your electronic transfer privilege and to require you to return the Card. The Card issued to you is and remains our property and is nontransferable.

11. Deposits and Payments

You agree that when you make a deposit or payment at an ATM that we have the right to verify the deposit or payment before we make the money available to you or credit such payment to your loan account(s). If you deliver cash, checks, or other items to an ATM, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal, and that the availability of your deposit shall depend on our rules and regulations regarding the account in which you are making a deposit and our availability schedule for items that you are depositing. You also recognize that deposits and payments may only be made at an ATM owned and operated by us.

12. Effective Date

The effective date of your transactions will be the posting date on your monthly account statement.

13. Applicable Law

This Agreement and Disclosure Statement for Electronic Funds Transfer is governed by the law of Pennsylvania and by applicable federal laws and regulations.

14. Disclosures

You hereby acknowledge receipt of the Disclosure Statement for Electronic Funds Transfer informing you of your rights under the Electronic Funds Transfer Act and a copy of this Agreement.

15. Amendments

We may change these terms and conditions at any time. We will give you written notice at least 30 days before the change(s) become effective if the change(s) will result in increased costs or liabilities to you or stricter limitations on the transfers you make.

16. Notices

Notices sent by us shall be effective when mailed to you at your address that appears in our records. Notices from you to us must be in writing and will be effective when received by us unless otherwise provided in this Agreement.

17. Refunds and Purchases

No cash refunds will be made to you on purchases made with your Card. Any refund to you by a merchant or seller of goods or services must be made on a credit voucher signed by you and submitted to us by the merchant or seller. The amount of your credit will be indicated on your monthly checking account statement.

18. Claims Against Merchants

Any claims concerning property or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted your Card, and any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the sales slip.

19. No Right to Stop Payment

You are not permitted to stop payment on any purchase using your Card.

20. Deposits After Account Closed

We may accept deposits to your checking account after your account is closed to pay outstanding and unpaid purchases through the use of your Card. However, acceptance of any deposit does not reactivate your checking account.

DEBITPAY TERMS AND CONDITIONS

These DebitPay Terms and Conditions (these “Terms”) apply when you choose to add a Bryn Mawr Trust Debit Card to a third party mobile payment system such as Apple Pay®, Samsung Pay®, or Android Pay® (“Applicable Provider”). In these Terms, “you” and “your” refer to any holder or user of the Bryn Mawr Trust issued debit card (the “Card”). “We,” “us,” “our,” and “BMT” refer to Bryn Mawr Trust. When you add a Card to a Digital Wallet, you agree to these Terms.

You must follow the instructions specified by the Applicable Provider to add your BMT Debit Card to the mobile device. Only eligible BMT Debit Cards in good standing may be added. You will then be able to conduct transactions at participating merchant locations.

We do not charge you any fees for adding a BMT Debit Card to any third party mobile payment system. Please consult your BMT Personal Account Agreement and Fee Schedule for any applicable fees, or other charges associated with your Card. Additionally, the Applicable Provider or other third parties, such as wireless companies or data service providers, may charge you service fees in connection with your use of this feature.

Any limits we place on the frequency or dollar amount of your BMT Debit Card transactions will also apply to transactions. We can also block a Card using DebitPay to facilitate purchases at any time.

You are solely responsible for maintaining the security of your credentials including user identification, password, and other credentials. If you share these credentials with another person, they may be able to conduct DebitPay transactions. You must call our Customer Care Center immediately at 610-525-1700 if you believe your device credentials have been lost, stolen, or compromised in any way or an unauthorized person has used or may use your credentials without authorization.

BMT is not responsible for the DebitPay service. You expressly acknowledge and agree that use of the service is at your sole risk, and that BMT is not responsible for the risk as to its satisfactory quality, performance, or accuracy. BMT makes no representations or warranties of any kind regarding the service, including, without limitation, merchantability, or the implied warranty of fitness for a particular purpose and related warranties and representations. No oral or written information or advice given by BMT will create a warranty not expressly stated in this agreement. Should the service prove defective, BMT assumes no liability for the costs of all necessary servicing, repair, or correction.

By enrolling in and using the DebitPay, you authorize BMT to collect information from the third-party service provider(s) to verify your identity and to enable you to use the service. You agree that we can share your information with service providers, payment networks, and others to provide the services you requested, and to make information available to you about your transactions. We will use your information in accordance with our Privacy Policies. Service providers are contractually obligated to keep this information confidential. Your privacy and the security of your information is set forth in BMT’s Privacy Notice and applies to your use of your BMT Debit Card with DebitPay feature. Information that you share with other parties in connection with the DebitPay service, however, is subject to the privacy and policies of those parties.

BMT can terminate the DebitPay service and these Terms at any time. We can also change or assign these Terms at any time. We will provide notice if required by law. You cannot change these terms, but you can terminate these Terms at any time by removing all Cards from DebitPay. You cannot assign these Terms.

You should contact the Applicable Provider for instructions as to how to remove a Card from a Wallet.

If you have any questions regarding any of the Digital Wallets, contact the Applicable Provider using information provided by the provider. If you have any questions regarding your BMT Debit Card or the checking account(s) tied to your BMT Debit Card, contact our Customer Care Center at 610.525.1700.

HEALTH SAVINGS ACCOUNT VISA® DEBIT CARD AGREEMENT

1. Terms and Conditions

The terms and conditions of this Agreement (“Agreement”) are in addition to the terms and conditions of your Personal Account Rules, Regulations and Depositor Agreement and Policy Disclosure Statement for Electronic Fund Transfers. The Bryn Mawr Trust Health Savings Account VISA® Debit Card is referred to as “Card” in this Agreement. By using or accepting the Card or by allowing anyone to use the Card, you agree to the terms and conditions of this Agreement and that you will be responsible for all authorized transfers made through the use of your Card. As provided in this Agreement, your Card may be used to make transactions involving accounts designated by you in writing. As provided by this Agreement, your Card may be used to make purchases from a merchant or seller of goods or services in the total amount shown on any sales slip, which you authorize or acknowledge by your PIN or signature or the signature of an authorized user on the sales slip. You also authorize us to debit your primary checking account for the total amount shown on any sales slip resulting from the use of your Card.

2. Use of Card

- (a) As a Banking Card: The Card may be used at Accel® or Cirrus® ATMs for cash withdrawals, inquiries to accounts, payments and deposits (only at Bryn Mawr Trust ATMs) and transfers to and from your checking and savings accounts. You may only access your primary checking and/or savings accounts at non-Bryn Mawr Trust ATMs. The Card may also be used at certain merchant locations for purchases and in some cases for cash withdrawals. You will enter your PIN (personal identification number) to debit funds directly from the account you designate. Purchases and purchases received with cash withdrawals made at merchants must come from your primary checking account.
- (b) As a VISA® Debit Card: The Card may be used for VISA® purchases everywhere VISA® Debit Cards are accepted without the use of a PIN, including Non-VISA® Debit Transactions (PINless Debit) processed through the Accel® debit network. I understand that the Internal Revenue Service (IRS) limits, under section 223 of the Internal Revenue code, use of this account to qualified medical expenses and that any non-qualified expenditures must be reported to the IRS. For more information regarding qualified medical expenses and your responsibilities, visit www.IRS.gov.
- (c) To access Telephone Banker: A unique number will be assigned to access the BMT Telephone Banker to: (1) retrieve certain information regarding your deposit and loan accounts and time deposits with us; (2) transfer funds between your deposit and loan accounts; (3) place stop payments on transaction accounts; and (4) obtain other information and services that may be provided. Any personal accounts and loans on which you may be a primary or secondary holder will be accessible through Telephone Banker.

3. Use of Personal Identification Number (“PIN”) with either Card

You understand that an Accel® or Cirrus® ATM is an automated teller. It can and will perform many of the same tasks as a human teller. You understand that Telephone Banker is an automated response system. It can and will perform many of the same tasks as a human customer service representative. You acknowledge that the Personal Identification Number (PIN) that you use with the Health Savings Account VISA® Debit Card or Telephone Banker is your signature, identifies the bearer or user of the Card to the Accel®, Cirrus®, or other ATM networks, or Telephone Banker, and authenticates and validates the directions given just as your actual signature and other proof identify you and authenticate and validate the directions to a human teller or customer service representative. You also understand that a Merchant who accepts the Health Savings Account VISA® Debit Card for a Purchase transaction may have an electronic terminal (Merchant operated or self-service) that requires the use of your PIN, and when your PIN is used at a Merchant’s terminal, it will authenticate and validate the directions given by you. You acknowledge your PIN, used to access your Health Savings Account VISA® Debit Card or Telephone Banker is a security method by which we are helping you to maintain the security of your account(s). Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

4. Limitations on Transactions

You may not use your Card for a transaction that would cause the available balance of any of your designated accounts to be less than zero. Also, you may not use your Card to transfer money that is not yours to or from your designated accounts. We are not required to complete these transactions, but if we do, you agree to pay us any excess amount, or improperly withdrawn or transferred amount, immediately upon request by us. We may stop or limit electronic transfers from your account at any time, if it is necessary to maintain or restore the security of the system or of your account.

- (a) For a Banking Card: The amount of cash you may withdraw via ATMs from one (1) or more of your accounts that may be accessed by your Banking Card (or Banking Cards if your account is joint and more than one (1) owner has a Card) is limited each calendar day. Our minimum daily ATM total limit is \$760. For purposes of this agreement a calendar day is defined as the 24-hour period from 3:00 P.M. one day to 3:00 P.M. the next day. Point of Sale (POS) purchases have a separate daily limit on the amount you may transact each calendar day. Our minimum total daily limit on POS purchases made using your Banking Card (or Banking Cards if your account is joint and more than one (1) owner has a Card) is \$760. For POS purchases, your primary account cannot be a savings account or money market account.
- (b) Bryn Mawr Trust reserves the right to reduce the limits indicated in section (a) based on checking account type.
- (c) For a VISA® Debit Card: The limitations in 4(a) apply to the Card with the following exception:
Our minimum daily POS limit at VISA® locations is \$2,500 per calendar day (less any pending transactions not yet settled), not to exceed the available balance in your primary checking account.

The merchant may be required to obtain an authorization from us for any transaction over a certain dollar amount. A “hold” will be placed on your primary checking account either for the amount of the transaction or a pre-determined minimum hold amount set by the merchant. The available balance in your primary account will be reduced by the “hold” amount of any transaction for which the merchant received authorization from us for a maximum of three (3) business days, even if the documentation evidencing the transaction has not yet been received or processed by us. When the transaction reaches final clearing and posting through us, any unexpired “hold” placed on your account for the amount of the transaction will be released, and your primary account will be debited for the amount of the transaction. You agree that we are not responsible if we do not authorize or if we dishonor other POS, ATM, paper check or electronic check transactions drawn on your primary checking account while such a “hold” remains on your account. You further agree to be responsible for any previously authorized transaction for which the “hold” has expired but not yet posted to your account.

- (d) For Telephone Banker: We do not limit the frequency or dollar amounts of Telephone Banker transfers except on savings and money market accounts, which are limited to six (6) transfers or withdrawals per statement cycle by federal regulation.

5. Fees

You agree to pay any fees applicable to your Card. A Schedule of Fees that lists our current fees is available at our branch offices, and at the end of this Personal Account Rules, Regulations and Depositor Agreement under Personal Accounts Schedule of Service Fees. These fees are subject to change. When a Cardholder uses an ATM not owned by the Bank, you may be charged a fee by the ATM operator or any network used to complete the transfer, withdrawal, balance inquiry or other service.

6. International Transactions

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date.

A 1% International Service Assessment Fee will be assessed on all transactions (international purchases, credit vouchers, and cash disbursement original and reversal transactions) where the merchant country differs from the country of the card issuer, regardless of whether a currency conversion is involved.

7. Incorporation of Provisions in Disclosure Statement for Electronic Fund Transfers

Please refer to our Disclosure Statement for Electronic Fund Transfers for the terms and conditions regarding Documentation Concerning Transfers, Our Liability For Failure To Make Transfers, Your Liability For Unauthorized Use of the Card, Error Resolution Procedures, Business Days and *How to Contact Us*, which are specifically incorporated herein by reference.

8. Overdrafts

In the event use of your Card results in an overdraft of your checking or savings account, we will charge the overdraft against other deposits belonging to you or against any overdraft protection that is linked to your account. Further, should your checking or savings account be overdrawn, we may return unpaid checks drawn on that account and for each check returned, we may charge a service charge. Overdrafts that occur in a checking account will be governed by the Depositor's Agreement, or this Agreement as applicable.

9. Attorneys' Fees

If we sue you to collect any overdraft of your account, you will be liable for our costs and expenses, including reasonable attorneys' fees incurred in connection with that suit.

10. Cancellation

We reserve the right to revoke your electronic transfer privilege and to require you to return the Card. The Card issued to you is and remains our property and is nontransferable.

11. Deposits and Payments

You agree that when you make a deposit or payment at an ATM that we have the right to verify the deposit or payment before we make the money available to you or credit such payment to your loan account(s). If you deliver cash, checks, or other items to an ATM, you understand and acknowledge that the funds from your deposit may not be available for immediate withdrawal, and that the availability of your deposit shall depend on our rules and regulations regarding the account in which you are making a deposit and our availability schedule for items that you are depositing. You also recognize that deposits and payments may only be made at an ATM owned and operated by us.

12. Effective Date

The effective date of your transactions will be the posting date on your monthly account statement.

13. Applicable Law

This Agreement and Disclosure Statement for Electronic Funds Transfer is governed by the law of Pennsylvania and by applicable federal laws and regulations.

14. Disclosures

You hereby acknowledge receipt of the Disclosure Statement for Electronic Funds Transfer informing you of your rights under the Electronic Funds Transfer Act and a copy of this Agreement.

15. Amendments

We may change these terms and conditions at any time. We will give you written notice at least 30 days before the change(s) become effective if the change(s) will result in increased costs or liabilities to you or stricter limitations on the transfers you make.

16. Notices

Notices sent by us shall be effective when mailed to you at your address that appears in our records. Notices from you to us must be in writing and will be effective when received by us unless otherwise provided in this Agreement.

17. Refunds and Purchases

No cash refunds will be made to you on purchases made with your Card. Any refund to you by a merchant or seller of goods or services must be made on a credit voucher signed by you and submitted to us by the merchant or seller. The amount of your credit will be indicated on your monthly checking account statement.

18. Claims Against Merchants

Any claims concerning property or services purchased with your Card must be resolved by you directly with the merchant or seller who accepted your Card, and any claim or defense that you assert will not relieve you of your obligation to pay us the total amount of the sales slip.

19. No Right to Stop Payment

You are not permitted to stop payment on any purchase using your Card.

20. Deposits After Account Closed

We may accept deposits to your checking account after your account is closed to pay outstanding and unpaid purchases through the use of your Card. However, acceptance of any deposit does not reactivate your checking account.

Personal Accounts Schedule of Service Fees

Effective March 8, 2019

All fees are per item, except where noted

Account Reconciliation /Research Fee, per hour (\$20.00 minimum)	\$30.00
ACH Revoked Authorization	\$20.00 per revocation
ACH Block (Debit or Credit)	\$20.00 per month
ACH Block with Filter (Debit or Credit)	\$25.00 per month
Account Activity Printout (In-Branch)	\$2.50
ATM Card Annual Fee (Savings Only)	\$20.00
Bank Card Replacement Fee	\$10.00
Check/Deposit Item Reproduction	\$5.00
Check Images (Enclosed with eStatement or Paper Statement) Excludes BMT Free Checking ⁽¹⁾	\$1.00 per month
⁽¹⁾ Account is not available for new sales	
Check Printing	Varies by style selected
Collection Items	
• US Dollar and Qualified Foreign Currency Check (Items <\$100,000)	\$15.00
• US Dollar and Foreign Currency Check (Items \$100,000+, via direct collection)	\$75.00
• International Check Returned	\$35.00
• Municipal Bond	\$30.00
Consumer Online Banking/Bill Pay	
• Overnight Check	\$19.95
• External Transfer Money out of Bryn Mawr Trust	\$3.00
• Same-Day Bill Pay (N/A at all merchant payees)	\$12.00
Consumer Online Banking Popmoney®	
• 3 Day Process	\$1.00
• Next Day Process	\$1.50
• Popmoney® Instant Payment (Bryn Mawr Trust to Bryn Mawr Trust)	\$2.50
• Popmoney® 3 Day Process Request Money Fee	\$0.50
Counter Check	\$1.50
Coupon Envelope	\$10.00
Coupon Envelope Returned	\$35.00
Deposited Item Returned (includes ACH items)	\$15.00
Dormant Account Fee (Checking/MMA: after 12 months; Savings: after 36 months)	\$5.00 per month
Electronic Bill Payment Photo Request	\$10.00
Escheat Fee	\$75.00
Foreign Currency Orders	Rates & Details available upon request
Foreign Drafts	\$50.00
IRA Transfer Closeout Fee	\$25.00
Loan Payment by Phone	\$10.00
Medallion Stamp	\$5.00
Money Market & Savings Accounts Excess Debit Fee per occurrence	\$15.00

