



# Depositor's Agreement

## Table of Contents

TERMS AND CONDITIONS .....2

OF YOUR ACCOUNT .....2

AGREEMENT .....2

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT .....2

LIABILITY .....3

DEPOSITS.....3

OUR RIGHT TO CHARGE BACK DEPOSITS .....3

WITHDRAWALS .....4

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION .....5

RIGHTS AT DEATH .....5

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS.....5

STOP PAYMENTS .....6

TRANSFER LIMITATIONS .....6

AMENDMENTS AND TERMINATION.....6

STATEMENTS .....7

ACCOUNT TRANSFER.....7

DIRECT DEPOSITS .....7

SETOFF .....7

RESTRICTIVE LEGENDS.....8

PAYMENT ORDER OF ITEMS .....8

CHECK PROCESSING .....8

CHECK CASHING.....8

CREDIT VERIFICATION .....8

NEGATIVE INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES 9

WAIVER OF NOTICES .....9

ACH AND WIRE TRANSFERS .....9

FACSIMILE SIGNATURES .....9

PLEDGES .....9

POWER OF ATTORNEY.....9

STALE-DATED CHECKS.....10

THIRD PARTY ACCOUNT AGGREGATION SERVICES .....10

FDIC INSURANCE .....10

INDORSEMENTS.....10

DORMANT ACCOUNTS AND UNCLAIMED PROPERTY.....11

DEATH OR INCOMPETENCE .....11

UTMA ACCOUNTS .....11

FIDUCIARY ACCOUNTS .....11

CASH TRANSACTION REPORTING.....11

BACKUP WITHHOLDING/TIN CERTIFICATION .....11

LOST, DESTROYED, OR STOLEN CERTIFIED, CASHIER'S, OR TELLER'S CHECKS.....12

CHANGING ACCOUNT PRODUCTS .....12

TRANSACTIONS BY MAIL .....12

LEGAL ACTIONS AFFECTING YOUR ACCOUNT ..... 12

CHECK STORAGE AND COPIES ..... 12

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES..... 13

SECURITY ..... 13

DEPOSIT OF DEMAND DRAFTS AND REMOTELY CREATED CHECKS ..... 13

UNLAWFUL INTERNET GAMBLING NOTICE ..... 13

TELEPHONIC INSTRUCTIONS..... 13

CLAIM OF LOSS ..... 14

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)..... 14

CHANGES TO CONTACT INFORMATION ..... 14

RESOLVING ACCOUNT DISPUTES..... 14

INTERNATIONAL ACH TRANSACTIONS ..... 14

TELEPHONE AND ELECTRONIC COMMUNICATION ..... 14

RULES GOVERNING YOUR ACCOUNT ..... 14

RECORDS RETENTION..... 15

ILLEGAL ACTIVITIES..... 15

ENGLISH LANGUAGE - OTHER LANGUAGE PREFERENCES ..... 15

WAIVER OF TRIAL BY JURY ..... 15

ARBITRATION..... 15

NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES ..... 16

FUNDS TRANSFER AGREEMENT ..... 17

ELECTRONIC FUND TRANSFERS ..... 23

YOUR RIGHTS AND RESPONSIBILITIES ..... 23

LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS ..... 24

ATM SERVICES ..... 24

FEES ..... 25

DOCUMENTATION ..... 25

USING CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN") ..... 26

PREAUTHORIZED PAYMENTS ..... 26

FINANCIAL INSTITUTION'S LIABILITY ..... 26

CONFIDENTIALITY ..... 26

UNAUTHORIZED TRANSFERS ..... 27

ERROR RESOLUTION NOTICE..... 27

NOTICE OF ATM/NIGHT DEPOSIT ..... 28

FACILITY USER PRECAUTIONS ..... 28

IDENTITY THEFT/PRETEXT CALLING..... 28

BUSINESS DEBIT CARD TERMS ..... 29

AND CONDITIONS..... 29

YOUR ABILITY TO WITHDRAW FUNDS ..... 30

LONGER DELAYS MAY APPLY ..... 31

SPECIAL RULES FOR NEW ACCOUNTS ..... 32

SUBSTITUTE CHECKS AND YOUR RIGHTS..... 32

SUBSTITUTE CHECK IMAGE ..... 33



## TERMS AND CONDITIONS OF YOUR ACCOUNT

This Agreement shall apply to all customers, including but not limited to individuals, sole proprietorships, corporations, partnerships, joint ventures, unincorporated business associations, governmental units or agencies, municipalities, trust, or estates, acting either in an individual or representative capacity, and their successors and assignees.

### AGREEMENT

As used in this document the words “we,” “our,” “us,” and “Bank” means U.S. Century Bank, 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.

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes the rules, terms, and conditions that control, govern, and apply to all deposit accounts maintained by you at Bank, now or in the future (hereinafter collectively and individually referred to as the “Account(s)”). Such Accounts include, but are not necessarily limited to, checking, savings, interest checking, money market accounts, and other investment accounts, and certificates of or time deposits. Please read this carefully and retain it for future reference. You do not have to sign this Agreement. If you sign the signature card or open or continue to use the account, you agreed to the terms and conditions of this Agreement, as amended from time to time by Bank. This account may not be transferred or assigned without our prior written consent. You will receive a separate schedule of rates, qualifying balances, and fees, if they are not included in this document. Those documents, and other documents we may provide to you, including (1) product information, (2) banking service disclosures, and (3) other disclosures, agreements, and amendments contain terms that apply to your Accounts. Other services, such as online banking or cash management, have additional agreements. If another specific agreement and this one disagree, the more specific agreement will govern. If you have any questions, please call us. The Spanish translation of this Agreement and any other agreements is only for information and convenience purposes. The English version constitutes the legally binding version and, in the event of any inconsistencies between the English version and the Spanish version, the English version shall prevail.

This Agreement is subject to applicable federal laws, the laws of the state of Florida 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 a signature card for your account or in some other document.

### 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 or business who opens an account.

What this means for you: When you open an account, we will ask for your name, residential address, date of birth, and social security number, and if a business, your business name, taxpayer identification number, and business address, and other information that will allow us to identify you. We will also require that you provide any documentation that the Bank deems necessary, in its sole discretion, including any identification related documents and documentation associated with the purposes of the account. If a business, we may also ask for documents to verify the business’ existence and domicile. Additionally, any unique characteristics of the account may require additional documentation to be provided, such as additional documentation needed for an account opened for a non-resident alien or a foreign legal entity. We may contact you at any time your account is open to obtain additional information to comply with “Know Your Customer” requirements. We may restrict or close your account if we are unable to obtain information in order to satisfy our “Know Your Customer” requirements. We will also require a valid, working telephone number.

**Reservation of rights:** The Bank reserves the right to refuse to open an account, and the Bank may at any time at its sole discretion refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit, or close any 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 charges. 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 can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefitted 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 may rely on the account number on any deposit slip or similar record we receive, even if that account number is associated with a name that is different from the name you provided. The Bank is not responsible to find any inconsistency between the account number you provide and the name.

If you make a deposit, we may provide a receipt. However, the amount on your deposit receipt is based only on the deposit slip you complete. At our option, we may adjust your account for any errors in connection with your deposit, including any errors on your deposit slip.

Any of our employees may open and count any deposit whether or not a teller counted in front of you, including large cash deposits and deposits made through a night depository.

We may refuse, return, or accept on a "collection basis," all or part of any deposit to your account at any time. We will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned. We may assess a charge for processing cash as a deposit. 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 are not required to accept for deposit checks that are drawn on a non-U.S. bank or payable in foreign currency. We may reverse any provisional credit for items that are lost, stolen, or returned. If you deposit or cash a check, or we send one for collection, we only act as your agent. Our only responsibility is to exercise reasonable care. We will not be liable for the lack of care of any bank we use to collect checks, or for checks lost while being shipped. We may send checks to any bank or directly to any non-bank drawee in our customary manner.

We may accept a check or other item for deposit to your account from anyone. We do not have to question the authority of the person making the deposit.

If we lose a check, you agree to use reasonable efforts to help us locate or replace the lost check. Although we attempt to identify and prevent fraudulent transactions, we have no duty to you to determine whether any check you deposit or cash is forged, counterfeit, altered, improperly endorsed, or otherwise improper. If you deposit the check in your trust account (including any attorney trust account), we may charge your trust account, an account in your name, or charge part of the check to each.

## OUR RIGHT TO CHARGE BACK DEPOSITS

If you deposit any check or other item to your account or cash any check, and we are notified that the item will be returned unpaid or another bank demands that we repay them for the item for any reason, we may deduct the amount of the item from any of your accounts, even if doing so creates an overdraft. If a deposited or cashed item is returned, we will charge you a check return fee, and we may deduct the amount from any of your accounts. We may deduct the amount from your account whether the physical item is returned to us or not, and whether we can return the item or a copy to you or not. If an item is returned, we will notify you by mail but are not required to give you next-day notice. If you give us cash that is later determined to be counterfeit, we may charge your account for the amount we determine to be counterfeit.

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. 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. Our daily cutoff times are contained within the "Your Ability to Withdraw Funds" Section of this Agreement. If we accept a third-party check for deposit, we may require any third-party endorsers to verify or guarantee their indorsements or indorse in our presence. You will not knowingly deposit items into your account that do not have either a true original signature of the person on whose account it is drawn or an



authorized mechanical reproduction of the person's signature.

## 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. We may require you or any person you authorize to provide us with identification, documentation, or information that is acceptable to 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.

**Checks and withdrawal rules** – If you do not purchase your check stock from us, you must be certain that we approve the check stock 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, 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 the 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 it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

See the funds availability policy disclosure (in the Section of this Agreement titled, "Your Ability to Withdraw Funds") for information about when you can withdraw funds you deposit. 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. 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 time 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.

**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 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 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. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Re-Presentation** – In the event your check or ACH transaction is declined by the Bank, merchants and/or individuals may subsequently resubmit the transaction for payment. This is known as re-presentation. The Bank will NOT charge an additional Non-Sufficient Funds Fee when declined checks or ACH transactions are re-presented for payment but cannot be covered by the balance available in your transaction account. Rather, it is the Bank's policy to only assess a one-time Non-Sufficient Funds Fee the first time an item results in an insufficient funds/overdraft transaction, regardless of whether the item is paid or returned by the Bank.

For additional information related to Non-sufficient Funds Fees, please see the Bank's current *Consumer or Business Schedule of Fees and Service Charges*.

**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 check to examine the signatures on the item. We are not required to comply with any multiple signature requirement either on personal or business accounts, even if your signature card specifies that multiple signatures are required, or you have otherwise instructed us to do so. Such a requirement is for your own internal control purposes only.

**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 from any other savings account 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.

#### Large Cash Withdrawals.

We may place reasonable restrictions on the time and method of any large cash withdrawal. If you make a large cash withdrawal, we may also require that you sign a document releasing us from any liability if you are robbed or assaulted. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a banking center if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk.

### OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

The form of ownership and beneficiary designation, if any, specified on the account records will determine how your funds are paid if you die, regardless of whether you have a will or whether your will provides for a different disposition of your assets. PLEASE CONSULT YOUR ESTATE PLANNING ADVISOR OR ATTORNEY ABOUT YOUR CHOICES. 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.

**Single-Party Account** - Such an account is owned by one party.

**Multiple-Party Account** - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

**Multiple-Party Account - Tenancy by the Entireties** - The parties to the account are spouses and hold the account as tenants by the entirety. If one joint owner requests that we not pay items authorized by a different joint owner, we may restrict the account and refuse to pay all items (including items authorized by the owner making the request), but we are not required to do so. If we restrict the account, we may not release the restriction unless all joint owners agree in writing to remove it. No request to restrict the account will affect items that were paid before the request. If we decide not to restrict the account, all joint owners remain responsible for items subtracted from the account.

Any joint owner may close the account. We may choose whether or not to act upon other instructions of any joint owners, including adding an additional owner to the account, without the signature of the other joint owners. We may also pay all or any part of the funds in the account to a court or government agency if we receive a garnishment, levy or similar legal process that identifies any of the joint owners. We may assert our right of setoff or security interest in a tenant by the entirety account in order to collect debts of either owner.

### RIGHTS AT DEATH

**Single-Party Account** - At the death of a party, ownership passes as part of the party's estate.

**Multiple-Party Account With Right of Survivorship** - At death of party, ownership passes to the surviving party or parties.

**Multiple-Party Account Without Right of Survivorship** - At death of party, deceased party's ownership passes as part of deceased party's estate. Either the surviving party(ies) or the deceased party's estate may withdraw funds or transact on the account at any time, and we are not responsible for determining the respective interests of the owners.

**Single-Party Account with Pay-on-Death Designation** - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate. Multiple beneficiaries will be paid in equal shares unless the signature card provides otherwise. We may disburse the account to multiple beneficiaries jointly or separately in our sole and absolute discretion.

**Multiple-Party Account with Right of Survivorship and Pay-on-Death Designation** - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

A pay-on-death designation may be indicated by "in trust for" or ITF. We shall have no duty to locate the whereabouts of your beneficiaries.

### BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS

If your account is held in the name of a business organization, the account is payable to the business organization and not to any individual director, shareholder, member, or partner. A "business organization" means a corporation, unincorporated association, limited liability company, partnership (including a limited partnership, limited liability partnership, or joint venture), a professional association, or any other business or non-profit organization. We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the account. If the resolutions, signature cards, and other documents you deliver state that a person is authorized to sign checks or otherwise initiate transactions on your account, that person is called a "signer" or an "authorized signer." You shall not knowingly misrepresent the authority of any signer and will hold us harmless from any claim related in any way to such misrepresentation even if there is a discrepancy between any document, resolution, or signature card or the public record.





If the account owner is a "sole proprietorship," that means that a single person conducts the business as his or her own property, instead of through a business organization. A sole proprietor may also designate signers by appropriate documents.

If you change your form of ownership or authorized signers, you must notify us when the change occurs.

A signer is authorized to endorse checks payable to the business. Endorsements "for deposit" may be written or stamped. An eligible signer is also authorized to sign checks drawn against your account. We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the person who signed the check.

An eligible signer is authorized to instruct us to close accounts or do anything else involving any account, and to sign any agreements or documents relating to accounts or other business.

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

### **STOP PAYMENTS**

Unless otherwise provided, 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 or other agreements or disclosures applicable to your account. 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, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. We may, in our sole discretion, accept oral stop payment requests on checks. If we exercise our right to accept your oral request and you fail to confirm this request in a record or writing within 14 days, we reserve the right to cancel the request. 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. Your stop-payment order 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. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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.

### **TRANSFER LIMITATIONS**

Withdrawals or transfers out of your savings account, including any money market accounts, are limited. 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, ACH, internet (including online, mobile, and application based) 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. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

### **AMENDMENTS AND TERMINATION**

We may change any term of this Agreement at any time. 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 for any reason or for no reason 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. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. 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). This Agreement may be changed or terminated without



notice if necessary, to comply with any appropriate federal or state law or regulation.

## STATEMENTS

We will send you periodic account statements to the current mailing address listed on our records. Statements will be sent via ordinary U.S. mail, unless you and we agree otherwise. Statements are also available through online banking.

We will send only one statement for any account, even if it has more than one owner. You agree that sending the account statement to one owner qualifies as sending it to all owners, even if all owners do not have access to the mailing address of record for the account.

If we receive an address change notice from the U.S. Postal Service, or if your statement is returned as undeliverable, we may cease sending you statements until we receive written confirmation from you of the corrected address and thereafter charge you a special mail handling charge or return mail fee on a monthly basis until we receive such written confirmation or request.

**Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts and file any police reports and provide any supporting affidavits and testimony we reasonably request. As between you and us, if you fail to fulfill any of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be with respect to items on the statement or may result from other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made 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 used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors** - 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, such as an encoding error. You agree that the time you have to examine your statement and report to us will depend on the circumstances. However, such time period shall not exceed 60 days. Failure to examine your statement and report any such 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 such errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., computer, 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.

## ACCOUNT TRANSFER

This account may not be transferred or assigned without our prior written consent.

## DIRECT DEPOSITS

We will not send you any notice if you receive an electronic deposit, however, such information will be provided on your next account statement and will also be available to you upon request, through Online Banking if applicable, or USCB Bank by Phone if applicable. If the Bank that sent an electronic statement notifies us that it was a mistake, or was intended for another customer or account, we may deduct the amount of the deposit from your account in our sole and absolute discretion. 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.

## SETOFF

We may (without prior notice and when permitted by law) set off the funds in your account against any due and payable debt you owe us now or in the future and you grant us a security interest in all of your accounts to secure such debt. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. If your account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any federal or state benefit payments (including Social Security benefits) electronically deposited to your account. If you do not want your benefits applied in this way,



you may change your direct deposit instructions at any time with the person or organization paying the benefits.

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.

**CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only)** - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent 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 agent 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 agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, 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 agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

### **RESTRICTIVE LEGENDS**

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks or from our failure to abide by them.

### **PAYMENT ORDER OF ITEMS**

The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them according to the dollar amount. We pay the smallest items first. Even though it is the Bank's policy to pay smaller items first, we reserve the right to pay items in the order we choose, which may affect NSF charges. We may give preference to any fees, charges, checks, debits, or other items payable to us. We may change our processing and posting orders at any time without notice to you. We may establish categories for fees, charges, checks, debits, and other items and designate a posting priority for each category. A category may include more than one type of item. Within each category, we may process and post items in any order we choose. We may use the same or different orders for different categories. We may change categories and orders within categories at any time without notice. The order in which items are paid is important if there is not enough money in your account to pay all of the item that are presented. Our payment policy minimizes the number of items that may result in an overdraft or NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amount of the overdraft and NSF fees are disclosed elsewhere. We encourage you to keep careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

### **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, and that commercially reasonable standards do not require us to do so. You agree that we have not failed to exercise ordinary care solely because we use our automated system to process items and do not inspect all items processed in such a manner. Using an automated process helps us keep costs down for you and all account holders. We are not liable to you if we return a check because we do not believe it matches with your signature card, even if such check was actually authorized. We have no duty to prevent a check from being presented more than once.

### **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.

### **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.





## **NEGATIVE INFORMATION REPORTED TO CONSUMER REPORTING AGENCIES**

We may report information about your account to credit bureaus. For example, late payments, missed payments, overdrafts, insufficient funds, checks written on your account and returned, or other defaults on your account may be reflected in your credit report. Under the Fair Credit Reporting Act, you have the right to notify us if you believe we have reported inaccurate information about your account to any Consumer Reporting Agency. Such notices should be sent in writing and include your complete name, current address, social security number, telephone number, account number, type of account, specific item of dispute and the reason you believe the information reported is in error. Send your notice to:

U.S. Century Bank  
2301 NW 87<sup>th</sup> Ave.,  
Miami, FL 33172  
ATTN: Loan Services

## **WAIVER OF NOTICES**

You waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account.

## **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 except for debit and credit transfers by means of automated clearing house transactions or remittance transfers governed by Regulation E of the U.S. Bureau of Consumer Financial Protection. 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. 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.

## **FACSIMILE SIGNATURES**

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing 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 and you will be solely responsible for any check bearing a similar signature, regardless of your negligence or whether the signature was the same one you previously used. You give us this authority 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. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

## **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 durable power of attorney. We may take up to two (2) business days to review and accept a presented power of attorney, and are not liable for any claim for damages, direct or indirect, caused by any delay in reviewing the power of attorney.

If you wish to give an agent any authority over the account pursuant to a power of attorney, the power of attorney must clearly give the agent unconditional power and authority to conduct all transactions in connection with the account, except as otherwise allowed under Florida law. The power of attorney must be valid and duly executed under the laws of the State in which it was executed. If the power of attorney was executed outside of the State of Florida, we reserve the right to condition our acceptance of the power of attorney on our receipt of a written legal opinion by an attorney licensed in the jurisdiction in which the power of attorney was executed, as to the validity of the power of attorney under the laws of that jurisdiction. We are not required to comply with any terms in the power of attorney specifying that action must be taken jointly by two or more agents. We will only accept a power of attorney in English or translated into English. If the power of attorney was executed outside of the United States, it must be apostilled, or alternatively, executed before and notarized by an embassy or consulate of the United States. We may require your attorney-in-fact to execute an affidavit confirming certain facts that are required to be true in order for the power of attorney to be valid, such as, for example, that you are still alive and that the power of attorney has not been revoked.

Durable power of attorney. We require the power of attorney be "durable" so it will not become invalid prior to an adjudication of incompetence,



if you become incompetent. A durable power of attorney continues until your death, or the death of the person given the power. 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.

### THIRD PARTY ACCOUNT AGGREGATION SERVICES

If the customer contracts to use a third-party account aggregation service (e.g., Full View, from Fidelity Investments), the customer shall assume the responsibility for any use of their access devices, personal identification codes, and/or passwords by such third parties. Any inquiries and transactions made by such services shall be deemed as transactions authorized by the customer.

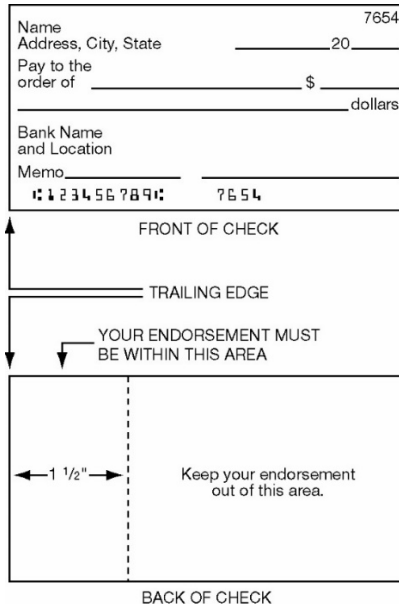
### FDIC INSURANCE

Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership;" a joint account, a pay-on-death account, and a self-directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self-directed qualified retirement account is up to \$250,000. (An IRA is a self-directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

### 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. 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.

### **DORMANT ACCOUNTS AND UNCLAIMED PROPERTY**

You must maintain active your account in order to receive regular statements, have the full use of your accounts, and avoid applicable dormant account fees (as disclosed in a separate schedule of fees). We will provide you notice of any dormant account charge within the timeframe required by Florida law, at the last address you provided to us. The law establishes procedures under which unclaimed property must be surrendered to the state. 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. Florida law establishes procedures under which unclaimed property must be surrendered to the state. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

### **DEATH OR INCOMPETENCE**

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. After we receive notice of death or incompetence, we may freeze the account, refuse to accept transactions, and reverse or return deposits to the account. We are also not required to release funds in the account until we receive any documents, we reasonably request to verify the death or incompetence, as well as who is entitled to the funds. If we have any tax liability because of paying funds in an account to you or your estate, you or your estate will be responsible for repaying us the amount of that tax. We may continue to honor your checks, items, and instructions until: (a) we know of your death or 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 legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account. If an account owner owes us a debt at the time of death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another) or security interest rights against the account after the owner's death. We have these rights even if a surviving joint owner, a POD payee, or a beneficiary of an ITF or "trustee for" account has rights to the account.

### **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. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

### **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. This account may be opened and maintained by a person, or persons named as a trustee under a written trust agreement, or as escrow agents, personal representatives, executors, administrators, guardians, or conservators under court orders. We reserve the right to request and review additional documents in connection with such fiduciary accounts, including any certified copies of court documents, vital statistics, or request supplemental documents or affidavits attesting to certain facts on which we are entitled to rely. Even if we do not request certain documents at account opening, we may require that you provide supplemental documents from time to time, in our sole and absolute discretion. You agree to give us a reasonable time in which to review all such documents. No notice of any change in the fiduciary relationship or in the terms of the underlying documents shall be imputed to the Bank unless it is in writing and actually delivered to the Bank. 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.

### **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. 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. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

**Account type - TIN****Individual - SSN of the individual.****Joint Account -SSN of the owner named first on the account.****Uniform Gift/Transfer to Minor - SSN of the minor.****Informal (Revocable) Trust - SSN of the owner.**

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. 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. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

**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 by mail. You should indorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us, or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. 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.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT**

If we are served with any legal process relating to you or your account, including, but not limited to a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order (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 do not have to determine whether the legal process was validly issued or enforceable. 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) are your responsibility and 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.

**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.

## SECURITY

It is your responsibility to protect the account number(s) and access device(s) (e.g., an ATM card, point-of-sale 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. You agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**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 tele check, 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). 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. For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from your account. 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.

## DEPOSIT OF DEMAND DRAFTS AND REMOTELY CREATED CHECKS

If you deposit or we receive for collection a demand draft or remotely created check (an unsigned draft or a preauthorized draft) into your account, you agree, warrant and guarantee that such draft or remotely created check is authorized according to the terms on its face by the person identified as drawer. You agree that you will maintain proof of express and verifiable authorization for at least four (4) years from the date of the authorization and supply us with the proof if we ask. You agree to indemnify us from all loss, expense and liability including attorneys' fees and costs related to a claim that such draft or check was not authorized by the persons on whose account it was drawn. We reserve the right to immediately withdraw funds from your account to pay the amount of such draft or check in the event it is returned, and if there are insufficient funds in your account, you still owe us the remaining balance. We reserve the right, in our sole and absolute discretion, to refuse the deposit of a demand draft or remotely created check.

## 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.

## 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 voicemail or on a telephone answering machine.



## CLAIM OF LOSS

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 do not 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.

## CHANGES TO CONTACT INFORMATION

You are responsible for notifying us of any change in your address or your name or your primary phone number or e-mail address. Unless we agree otherwise, change of address or name or telephone number or e-mail address 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 but are not required to restrict or place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) or charge your account for any check or other item deposited in your account if (a) the account 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, or (b) we otherwise have reason to believe that a check or other item was forged, altered, unauthorized, has a missing signature, a missing or forged endorsement or should not have been paid, or may not be paid for any other reason. 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 may place funds in a court (through an interpleader action or other legal proceeding) for resolution. 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.

## INTERNATIONAL ACH TRANSACTIONS

Customer acknowledges that in the event an International ACH Transaction ("IAT") Entry that is transmitted to or from any of Customer's Accounts is identified and designated by the Financial Institution's screening criteria for review and examination under the OFAC Rules and Regulations ("OFAC Rules"), then the settlement of such an IAT Entry may be delayed or suspended pending Financial Institution's review of the IAT Entry, and may be terminated under applicable OFAC Rules. Customer also acknowledges that Financial Institution may be required to place an indefinite hold on the funds covered by the IAT Entry if the IAT Entry is required to be terminated under the OFAC Rules. Customer agrees that any delay described in the foregoing provisions of this paragraph is a permissible delay under the terms of laws and regulations applicable to the availability of funds held in deposit accounts. In the event an IAT Entry is delayed or terminated, Financial Institution will provide Customer such notice as may be required by the NACHA Rules, OFAC Rules, or other applicable laws and regulations.

## TELEPHONE AND ELECTRONIC COMMUNICATION

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law requires us to do so.

If you give us your cell phone number as a contact number for your accounts, you agree that we may send messages to that number via text or by calling it, including autodialed or prerecorded calls, to the extent allowed by law.

Communications may be sent electronically, such as e-mail or text messages, rather than via U.S. mail or other means, unless the law says otherwise. If you have consented to receive electronic communications via email, you are responsible for updating and maintaining current your email address with us.

## RULES GOVERNING YOUR ACCOUNT

We will not be liable for anything we do in following your instructions. In addition, we will not be liable for not following your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability or conflict with customary banking practices. **EXCEPT AS LIMITED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES**



**REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

If we fail to stop payment on an item, or pay an item bearing an unauthorized signature, forged signature, or forged endorsement or alteration, our liability, if any, will be limited to the face amount of the item.

You agree that the amount of any claim you have against us in connection with any account or transaction with us, whether brought as a warranty, negligence, wrongful dishonor or other action, is subject to reduction to the extent that: 1) negligence or failure to use reasonable care on your part, or on the part of any of your agents or employees, contributed to the loss which is the basis of your claim; and 2) damages could not be avoided by our use of ordinary care.

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

If this Agreement conflicts with any statements made by one of our employees or our affiliates' employees, this agreement will control.

**RECORDS RETENTION**

We abide by federal and State of Florida record retention laws and may dispose of any records that have been retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records unless applicable law or this Agreement provides a shorter limitation period. Any action against us on an automatically renewable CD must be brought within the time that the law requires us to preserve records based on the stated maturity date in the most recent record of the CD.

**ILLEGAL ACTIVITIES**

You will not use your account to conduct transactions relating to unlawful internet gambling or any other illegal activity. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity.

**ENGLISH LANGUAGE - OTHER LANGUAGE PREFERENCES**

The terms of this agreement and the products and services we provide are governed by the English language. As a courtesy, we may make some of our forms, disclosures, and documents, including this Agreement, available in languages other than English. However, many important bank documents, and some products and services related to your account, are only provided in English. If there is any difference in meaning between the English and non-English version of any of our documents, the English version will apply to your accounts and is available upon request.

**WAIVER OF TRIAL BY JURY**

THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, OR IN CONNECTION WITH, ARISING OUT OF, OR OTHERWISE RELATED TO, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY ACCOUNTS OF THE CUSTOMER AT U.S. CENTURY BANK, OR ANY OTHER INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ALL OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT.

**ARBITRATION**

We encourage you to resolve any concerns or complaints by calling us at (305) 715-5200. In the event we are unable to resolve your issue to your satisfaction, this section explains how claims are to be handled. For this section, "you" and "us" includes any corporate parents, subsidiaries, affiliates, related persons, or entities, and all third parties who are regarded as agents or representatives in connection with a claim. "Claim" means and includes any past, current or future dispute, controversy, or claim arising out of, relating in any way to or in connection with this Agreement and any prior account agreement between us (including the breach, termination, or validity of such agreement), or your account, or transactions involving your account, safe deposit box, and any related service with us. "Claim" includes but is not limited to: (1) initial claims, counterclaims, cross claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; (4) claims that arise from or relate to advertisements, promotions or statements related to accounts; and (5) claims that arise from or relate to the application for, or the approval or establishment of your account. You may not sell, assign, or transfer a claim.

YOU AND WE AGREE THAT EACH OF US HAVE THE RIGHT TO RESOLVE ANY CLAIM BY BINDING ARBITRATION, AND NOT THROUGH LITIGATION IN ANY COURT (EXCEPT FOR MATTERS IN SMALL CLAIMS COURT).



YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE ARE BOTH GIVING UP THE RIGHT TO A TRIAL BY JURY REGARDLESS OF HOW A CLAIM IS DECIDED.

YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE ON A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION OR TO CONSOLIDATE A CLAIM WITH ANOTHER CLAIM OR WITH A CLAIM BY ANOTHER CLAIMANT.

UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL.

This arbitration agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). The party submitting a claim through arbitration must elect either JAMS or the American Arbitration Association ("AAA") to send the claim notice. Claims will be governed by the arbitration provisions of this Agreement and the selected organization's rules and procedures in effect when the claim is filed, except where those rules and procedures conflict with this Agreement, in which case the arbitration provision and this Agreement will control. In the event that JAMS or the AAA is unable to handle a claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator appointed by both you and us (or, if the parties cannot agree, selected by a court in accordance with the FAA) pursuant to the AAA rules of procedure.

You and we agree to arbitrate solely on an individual basis, on behalf of the named parties only, and that this agreement does not permit class arbitration, or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding.

The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. No arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. The arbitration may not be consolidated with any other arbitration proceeding unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.

In the event these terms relating to class arbitration and representative procedures are deemed invalid or unenforceable with respect to a claim, then this entire agreement to arbitrate will not apply to such claim (other than this sentence).

YOU HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE. You have the right to opt out of this agreement to arbitrate by sending a written notice of your option to U.S. Century Bank, c/o Legal Department, 2301 NW 87<sup>th</sup> Avenue, Miami, FL 33172, within sixty (60) days of opening your account (or within sixty (60) days of the effective date of this agreement, if your account was already open. Your rejection notice must state that you reject the Arbitration provision and include your name, address, account number, and personal signature.

We and you have the right to file a claim in small claims court instead of arbitration, so long as the claim is individual and pending only in that court.

Arbitration proceedings will take place in Miami-Dade County, Florida, unless the parties agree to a different place. A single arbitrator will decide the claim in accordance with applicable law, including statutes of limitations and privileges. The arbitrator can award any damages or other relief provided for by law to you or us, but not to anyone else. The arbitrator shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. The arbitrator's decision will be final and binding on the parties; however, a party can appeal the award by writing to the arbitration organization and the other party in writing within thirty (30) days of the decision. The arbitration organization will appoint three neutral arbitrators to reconsider all factual and legal issues, following the same rules of procedure, and make decisions based on majority vote. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

This section will survive termination of your account and any legal proceeding to collect a debt, any bankruptcy, and any sale or assignment by us of your account.

### **NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES**

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 ("FACT Act").

#### **NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

## FUNDS TRANSFER AGREEMENT

This Funds Transfer Agreement ("FTA") governs funds-transfer transactions between U.S. Century Bank ("we," "USCB" or "us") and its Customer ("**Customer**" or "**you**") relating to Customer's accounts (each an "**Account**") at USCB. This FTA shall not govern debit and credit transfers by means of automated clearing house transactions or electronic fund transfers governed by subpart A of Regulation E of the U.S. Bureau of Consumer Financial Protection. If you have a specific agreement with us for these services, the FTA supplements that agreement to the extent the FTA is not inconsistent with the specific agreement. The Parties are bound by this FTA with respect to funds-transfer transactions effectuated through USCB involving an Account. The Parties need not sign this FTA. Customer's continued use or the Account and use of USCB's funds-transfer services constitutes Customer's agreement to these terms.

### 1. Defined Terms.

In addition to terms defined throughout this FTA, the following shall apply:

- "**Account**" means every deposit account held by Customer at USCB, regardless of the titling of the account and the signatory authority for the account.
- "**Authorized Signor**" means a person identified on the signature card as authorized to sign instruments or instructions for withdrawals or otherwise to transact business with respect to an Account.
- "**Customer**" refers to all persons named as owners of the Account, and if more than one person is so named, the obligations or the owners hereunder are joint and several. For example, if the Account is opened in the name of spouses, both are the Customer and are jointly and severally responsible for all obligations under this FTA.
- "**FTA**" means this Funds Transfer Agreement, as amended from time to time.
- "**Parties**" means USCB and Customer; "**Party**" means USCB or Customer as the context requires.
- "**Remittance Transfer**" has the definition in subpart B of Regulation E of the U.S. Bureau of Consumer Financial Protection.
- "**USCB Bank by Phone**" means the system employed by USCB to provide a customer the ability to effectuate an internal funds transfer by telephone through the use of a voice response unit and a personal identification number.
- "**Transfer Date**" means the date that USCB is to execute the outgoing Payment Order.
- Any capitalized terms not otherwise defined in this FTA have the definitions in the Depositor's Agreement, Article 4A to Florida's Uniform Commercial Code, Chapter 670, Fla. Stat., or if none, by Federal Reserve Board Regulation J, except that any terms applicable to Remittance Transfers shall have the definitions assigned to them by Bureau of Consumer Financial Protection Regulation E.
- **Payment Order Communications.**

Customer may, from time to time, issue Payment Orders against the Account, for the purpose of:

(a) paying funds from the Account directly to a specified beneficiary, including the Customer, maintaining an account at another institution; (b) debiting the Account for issuance of a bank check, such as a Cashier's Check or Official Check; (c) transferring funds from the Account for credit to another Account of Customer at USCB; or (d) transferring funds from the Account for credit to an account of a third party at USCB.

USCB must receive the Payment Order Communication and any communication to cancel or amend the Payment Order (collectively, "**Payment Order Communication**") on a funds-transfer business day. USCB will process a Payment Order Communication received on a non-funds transfer business day or after the designated cut-off time(s) on the next succeeding funds-transfer business day. USCB will use its best efforts to act on a Payment Order Communication on the funds-transfer business day on which it is received, if received within a reasonable time prior to the cut-off time(s) for USCB to act thereon.

USCB reserves the right, in its sole discretion, to handle Payment Order Communications from Customer and other customers in such order as is selected by USCB. Except for Remittance Transfers governed by Section 15 below, USCB further reserves the right to reject or delay its acceptance and/or execution of any Payment Order Communication USCB determines is unclear, incomplete, or otherwise unsatisfactory. Customer hereby authorizes USCB to act on any Payment Order Communication received from Customer and duly verified pursuant to the Security Procedure applicable to the transaction, including debiting the Account on execution of the Payment Order. If USCB acts on a Payment Order Communication after duly verifying it pursuant to the Security Procedure applicable to the transaction, the Payment Order Communication will be deemed effective as Customer's order, and Customer shall be obligated on the communication even if Customer did not authorize the communication.

If the Payment Order does not specifically designate the Account to be debited, USCB may debit any Account in executing the Payment Order, if payment from that Account is not inconsistent with any restrictions imposed by Customer on the use of that Account.

SUBJECT TO THE PROVISIONS REGARDING THE CANCELLATION OF A REMITTANCE TRANSFER AS DESCRIBED IN SECTION 15 BELOW, NOTHING CONTAINED IN THE FTA SHALL OBLIGATE USCB TO ACCEPT AND EXECUTE ANY PAYMENT ORDER COMMUNICATION; AND USCB SHALL ONLY BE DEEMED TO HAVE ACCEPTED A PAYMENT ORDER COMMUNICATION ON ITS EXECUTION THEREOF.

USCB SHALL HAVE NO OBLIGATION TO DETECT ERRORS CONTAINED IN PAYMENT ORDERS. FURTHERMORE. THE SECURITY PROCEDURE IS NOT DESIGNED TO DETECT ERRORS.

## 2. Cancellation or Amendment of Payment Orders.

With regard to a Payment Order previously executed by USCB, and subject to the provisions regarding the cancellation of a Remittance Transfer as described in Section 15 below, USCB shall have no obligation to accept and/or execute any cancellation or amendment thereof; and USCB may condition its acceptance and/or execution of any such cancellation or amendment by any one or all of the following: (a) receipt of adequate information reasonably identifying the Payment Order, (b) an indemnity or bond from Customer holding USCB harmless from any and all liability arising from USCB's execution of the amendment or cancellation, (c) USCB's receipt of sufficient notice to provide it with a reasonable opportunity to act, and (d) compliance with the Security Procedure. Although USCB will use its best efforts to implement instructions to cancel or amend a Payment Order previously executed by USCB, USCB shall not be liable for its failure or inability to effectuate such cancellation or amendment, and Customer shall continue to be obligated to pay USCB for the amount of the executed Payment Order.

## 3. Methods of Transmitting Payment Order Communications.

Except as provided below with respect to Payment Order Communications involving funds transfers from the Account to another Account of Customer at USCB, Customer may communicate a Payment Order Communication to USCB only (a) in a writing executed by Customer delivered to USCB in person at a branch or representative office; (b) in a writing executed by Customer delivered by facsimile or electronic mail to USCB; (c) in a writing executed by Customer and mailed to USCB; or (d) subject to Customer's enrollment and acceptance of the terms and conditions governing such program (as established by USCB in its sole and absolute discretion), through an internet-based channel provided by USCB such as Online Banking or Cash Management. For Payment Order Communications involving a funds transfer from an Account to another Account of Customer at USCB, in addition to the methods described above in (a)-(f), Customer may transmit the Payment Order Communication by telephone.

## 4. Security Procedures.

USCB will verify the authenticity of all Payment Order Communications in accordance with the below-described authentication steps applicable to the particular method of transmission of the Payment Order Communication to USCB and any augmented steps used by USCB, in its sole discretion, to further authenticate the Payment Order Communication (collectively, "**Security Procedures**"). Customer acknowledges that the below-described Security Procedures are commercially reasonable for the types of funds-transfer transactions contemplated by Customer and the method of transmission identified below, considering all relevant criteria specified in § 670.202(3), Fla. Stat.:

1. In-Person Delivery:
  - (a) USCB will identify Customer by requesting a form of identification;
  - (b) USCB will compare signature of Customer on Payment Order Communication with signature of Customer on file; and
  - (c) For Payment Orders, USCB will verify that cleared funds in the Account on the transfer date are sufficient to cover amount of the Payment Order.
2. Facsimile or electronic mail:
  - (a) USCB will compare signature of Customer on Payment Order Communication with signature of Customer on file;
  - (b) USCB will call back to Customer's telephone number of record as reflected in USCB's Central Information File ("CIF") and verify the Payment Order Communication with Customer or an Authorized Signor including obtaining information about Customer and the Account activity and asking security questions sufficient in USCB's discretion to authenticate the Payment Order Communication; and
  - (c) For Payment Orders, USCB will verify that cleared funds in the Account on the transfer date are sufficient to cover amount of the Payment Order.
3. Original by Mail:
  - (a) USCB will compare signature of Customer on Payment Order Communication with signature of Customer on file;
  - (b) USCB will call back to Customer's telephone number of records as reflected in the CIF and verify the Payment Order Communication with Customer or an Authorized Signor including obtaining information about Customer and the Account activity and asking security questions sufficient in USCB's discretion to authenticate the Payment Order Communication; and
  - (c) For Payment Orders, USCB will verify that cleared funds In the Account on the transfer date are sufficient to cover amount of the Payment Order.
4. Cash Management:
  - (a) Customers submitting Payment Orders through USCB's Cash Management System will be prompted to enter an MFA token;
  - (b) USCB, at its sole discretion, may call back to Customer's telephone number of record as reflected in the CIF and verify the Payment Order Communication with Customer or an Authorized Signor including obtaining information about Customer and the Account activity and asking security questions sufficient in USCB's discretion to authenticate the Payment Order Communication; and
  - (c) For Payment Orders, USCB will verify that cleared funds In the Account on the transfer date are sufficient to cover amount of the Payment Order.

In addition to the above-described authentication steps, Customer authorizes USB to use, in its sole discretion, any other steps to authenticate



a Payment Order Communication. If USCB does so, the augmented step(s) followed by USCB shall be deemed part of the Security Procedures applicable to the transaction.

The Parties may, as an alternative to the above-described Security Procedures, agree in writing that the authenticity of Payment Order Communications shall be verified pursuant to a different protocol ("Alternative Security Procedure"), in which case the Alternative Security Procedure shall control.

#### **5. Identifying Information.**

Customer shall be solely responsible for correctly identifying the beneficiary and beneficiary's bank in the Payment Order. Customer shall identify the intermediary and/or beneficiary's banks and the beneficiary's account by number. In executing Payment Orders, USCB may rely exclusively on the Identifying number for the intermediary bank, beneficiary's bank, and beneficiary's account in the Payment Order, even if the names of these parties' conflict with the account numbers. Consequently, in the event of any inconsistency between the name and identifying number of any intermediary or beneficiary's bank or beneficiary's account on a Payment Order, Customer shall be solely liable for any loss, damage, liability, expense, and cost, including reasonable attorneys' fees, incurred by USCB as a result of such misdescription or inconsistency.

#### **6. Funds-Transfer System.**

Customer may designate in a Payment Order the particular funds-transfer system and the intermediary banks, if any, to be used by USCB in connection with the funds transfer. If USCB receives a Payment Order without designation of the specific funds-transfer system, USCB may use any funds-transfer system and communications system that USCB, in its sole discretion, deems appropriate, including but not limited to the Federal Reserve System and, if available, the SWIFT System. Notwithstanding Customer's designation, USCB may use any funds-transfer system or intermediary bank to execute a Payment Order without prior notification to Customer if USCB in good faith determines that it is not feasible to follow Customer's designation or that following it would unduly delay completion of the funds transfer. Each funds-transfer system is governed by its own operating rules and regulations that may apply to a Payment Order, including all interbank compensation rules governing the settlement of claims for compensation or adjustments of errors between member banks. Each funds-transfer and/or communication system selected by USCB in executing a Payment Order shall be considered the agent of Customer.

#### **7. Restrictions/Limitations.**

Customer has not communicated to USCB any restrictions and/or limitations whatsoever relevant to Payment Orders to be executed by USCB. Furthermore, no such restrictions and/or limitations shall be binding on or enforceable against USCB unless USCB has agreed to the restriction or limitation in writing.

#### **8. Availability of Funds.**

The amount of a Payment Order shall not exceed the balance of available funds in the Account from which the funds-transfer is to be effectuated. USCB shall have no duty to execute a Payment Order exceeding the balance of available funds in an Account from which a funds-transfer is to be effectuated, including any fees associated with the Payment Order. In such event, USCB may either reject or delay acceptance of the Payment Order, or in its sole discretion, execute the Payment Order, even if an overdraft then occurs in the Account. Customer shall promptly pay USCB any overdraft balance resulting from execution of a Payment Order, including interest at the rate disclosed in the applicable USCB Account Disclosure Information then in effect and reasonable attorneys' fees incurred by USCB in connection with the event. USCB may set off the amount of any such overdrafts and interest thereon against any of the Accounts.

#### **9. Foreign Currency.**

Should USCB receive a Payment Order requiring payment in a currency other than U.S. Dollars, USCB shall proceed to debit the Account for the U.S. Dollar equivalent of the amount of foreign currency to be paid, at USCB's prevailing rate of exchange prior to the execution of the Payment Order. USCB's execution of a Payment Order requiring payment in a currency other than U.S. Dollars may be reasonably delayed, as appropriate, to permit USCB to complete the conversion of currency. In the event that any Payment Order or other transfer is not effected, or any funds are returned to Customer in a currency other than United States dollars, Bank will convert the foreign currency into United States dollars at the then current exchange rate for such currency at the time of return. In no event shall Bank be liable to Customer for any losses arising from currency conversions effected by Bank in good faith, within a reasonable time after receiving the funds for conversion.

#### **10. Incoming Transfers.**

USCB may reject any incoming transfer payable to an Account. USCB shall not be obligated to accept or execute any Payment Order that would violate any law or regulation.

Credit to an Account for an incoming transfer is provisional until USCB receives final settlement for the transfer. If USCB does not receive final settlement, then USCB shall be entitled to a refund of the amount provisionally credited to Customer, and Customer shall pay such amount to USCB on demand.

Should USCB receive an incoming transfer to an Account, USCB is entitled to post such funds to the Account specified in the Payment Order. Bank is not liable in any event for posting an incoming transfer to an account number specified in the Payment Order. If Customer in writing requests telephone notification of incoming transfers, USCB will attempt to notify Customer within a reasonable time following the receipt of the funds, for a fee as USCB may set from time to time, according to USCB's fee schedule as from time to time in effect. USCB shall have no liability to Customer, however, for the failure to give such notice.

#### 11. Limitation of Liability.

To the maximum extent permitted by applicable law, USCB shall not be liable to Customer for any special, indirect, consequential, punitive or exemplary damages resulting from USCB's delayed or improper execution of any Payment Order or for its failure to execute a Payment Order, and Customer's recovery shall be limited exclusively to expenses directly related to the transaction, incidental expenses and interest losses. Interest for all Customer claims relating to a funds-transfer transaction shall be calculated in accordance with the formula set forth in § 670.506(2), Fla. Stat. USCB shall not be liable to Customer or to any third party for any losses, damages, liabilities, expenses or costs suffered or incurred by Customer or any third party as the result of the following: (a) USCB's execution of a duly verified Payment Order pursuant to its terms; (b) USCB's improper execution, delayed execution or non-execution of any Payment Order because of unclear instructions, legal restrictions, governmental interference, failure of communications systems or other events of force majeure; (c) the act, failure to act, or insolvency of any agent, intermediary or correspondent bank designated by Customer for the completion of any funds-transfer transaction; or (d) any other acts or omissions of USCB relating to this FTA or to the transactions or activities contemplated hereby except to the extent, if any, that (i) such other acts or omissions constitute gross negligence or willful misconduct by USCB, or (ii) such liability is governed by specific provisions of law or regulation.

#### 12. Indemnity.

Except as may be limited by applicable law, Customer shall indemnify USCB and hold USCB harmless from and against each and all of the following (the "**Liabilities**"): (a) all liability to third parties arising out of, or in connection with, the terms and conditions of this FTA or USCB's performance hereunder; (b) any and all claims, causes of action, lawsuits, proceedings, fines and/or penalties arising out of USCB's execution of any Payment Orders received from Customer or otherwise performing any duties or obligations arising under the terms of this FTA; and (c) any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by USCB as a result of any of the foregoing or because of Customer's breach of this FTA. Customer authorizes USCB to set-off the amount of any of the Liabilities against any Account(s) at USCB.

#### 13. Advises/Statements; Notification of Error/Discrepancy.

USCB shall provide Customer with advises of debits and credits to the Account and with periodic statements of the Account showing debits and credits thereto, which provide Customer with information reasonably identifying each Payment Order executed by USCB for Customer. Customer shall promptly (a) examine such advises and statements promptly on receipt and (b) notify USCB in writing within a reasonable time, not to exceed thirty (30) calendar days after Customer receives the advice or statement, whichever is received first, of any unauthorized, duplicate, erroneous, or erroneously executed Payment Order or any other funds transfer transaction to which Customer objects. Customer's failure to timely notify USCB discharges USCB of any obligation to pay interest on an amount that may be refundable.

Customer shall be precluded from asserting any claim against USCB with respect to any Payment Order or other funds-transfer transaction reasonably identified in an advice and/or statement provided by USCB to Customer (or from otherwise objecting to any debit thereof to an Account), unless Customer notifies USCB in writing within one year of the date USCB sends the advice or statement that Customer objects to the debit, specifying the reason for the objection and identifying the debits or credits at issue. If USCB provides hold mail or collective mail service to Customer, Customer shall be deemed to have received, for all purposes of the FTA, statements, confirmations, or notices when such statements, confirmations or notices are made available to Customer at USCB's offices.

If Customer is able to view the Account through the internet, Customer will be deemed to have received information reasonably identifying a Payment Order or any other funds-transfer transaction when the debit or credit associated with the funds-transfer transaction is posted to the Account, regardless of whether Customer actually views the Account on line or not.

If Customer fails to receive account statements or other advises when Customer usually receives such information, Customer shall notify USCB within 10 days of the date that Customer usually receives the information of the non-receipt. Customer's failure to notify USCB on a timely basis shall preclude Customer from claiming the non-receipt of the advice or statement.

If a Payment Order is a Remittance Transfer, the error resolution provisions described in Section 15 below shall apply and shall supersede and control to the extent Section 15 conflicts with this Section 14.

#### 14. Remittance Transfers.

If Customer (a) is a natural person, (b) issuing a Payment Order consisting of an electronic transfer of funds for a personal, family, or household purpose, and (c) to a recipient at a location in a foreign country, then such transfer is referred to as a "**Remittance Transfer**" subject to the provisions of this Section. If an Account is a business account, or if Customer holding an Account is a business, then any funds-transfer transactions relating to the Account shall only be for business purposes even if a natural person issues or is authorized to issue a Payment Order with respect to the Account.

How to cancel a Remittance Transfer



You have the right to cancel a Remittance Transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at (305) 715-5200 within thirty (30) minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three (3) business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your Remittance Transfer:

**Call us at (305) 715-5200; or**  
**Write us at 2301 NW 87<sup>th</sup> Avenue, Miami, Florida 33172; or**  
**E-mail us at [wires@uscentury.com](mailto:wires@uscentury.com)**

You must contact us within one hundred eighty (180) days of the date we promised you that funds would be made available to the recipient. When you do, please tell us:

- (1) Your name and address or telephone number;
- (2) The error or problem with the transfer, and why you believe it is an error or problem;
- (3) The name of the recipient of the funds, and if you know it, his or her or its telephone number or address;
- (4) The confirmation code or number of the transaction, if available; and
- (5) The dollar amount of the transaction.

We will determine whether an error occurred within ninety (90) days after you contact us, and we will correct any error promptly. We will tell you the results within three (3) 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 any documents we used in our investigation.

You agree that an *error* is not:

- (a) An inquiry about the status of a Remittance Transfer, unless you are inquiring why the funds from the Remittance Transfer were not made available to your designated recipient by the date of availability stated in the disclosure, we provided to you in connection with such transfer;

Our failure to make the funds from the Remittance Transfer available to your designated recipient by the date of availability stated in the disclosure we provided to you in connection with such transfer, if such failure resulted from (i) extraordinary circumstances outside of our control that could not have been reasonably anticipated; (ii) delays related to our fraud screening procedures or in accordance with the Bank Secrecy Act, Office of Foreign Assets Control (OFAC) requirements, or similar laws or requirements; or (iii) the Remittance Transfer being made with fraudulent intent by you or any person acting in concert with you;

- (c) A request for information for tax or other recordkeeping purposes;
- (d) A change requested by the designated recipient; or
- (e) A change in the amount or type of currency received by the designated recipient from the amount or type of currency stated in the disclosure we provided to you in connection with such transfer if we relied on information provided by you, as permitted by law, in making such disclosure.

For questions or complaints about USCB, contact:

State of Florida, Office of Financial Regulation  
Division of Financial Institutions  
Consumer Assistance Group  
200 E. Gaines Street  
Tallahassee, FL 32399-0371  
850-410-9800 or 850-487-9687  
**850-410-9548**

#### 15. Fees.

Customer shall promptly pay to USCB such fees as USCB may charge from time to time for the funds-transfer services rendered pursuant to this FTA. Such fees shall be posted in USCB's Schedule of Fees and may be changed from time to time without prior notice to Customer. In addition to the foregoing fees, Customer shall also reimburse USCB for any actual expenses incurred by USCB to execute, cancel, or amend any Payment Order or perform any related act that Customer may request in relation to a Payment Order. Customer authorizes USCB to set-off the amount of such fees and/or costs against any of the Accounts at USCB. Customer also authorizes USCB to instruct any intermediary bank to deduct its charges, if any, from the amount of the Payment Order. Accordingly, in determining the amount of a Payment Order, Customer shall include such amounts as are sufficient to cover all charges that may be associated with the execution of the Payment Order by all banks involved in the funds-transfer transaction. If Customer is uncertain as to these amounts, Customer may request in writing information from USCB on such charges.

**16. Legitimateness of Transactions.**

Customer warrants to USCB that Customer will not send a Payment Order to USCB or receive an incoming funds transfer to an Account that violates any currency exchange control regulations or any other legal restrictions applicable to Customer or the beneficiary of the Payment Order.

**17. Records/Recordings.**

USCB's records relating to Payment Order Communications or other parts of the funds-transfer transactions, kept by USCB in the regular course of its business, shall be presumed to accurately reflect their contents. USCB may, but has no duty to, record telephone calls involving funds-transfer transactions. Customer consents to such recordings.

**18. Termination.**

Either Party may terminate this FTA at any time by delivering written notice to the other Party. Unless terminated by USCB, this FTA shall remain in full force and effect until USCB actually receives written notice of termination from Customer and is afforded a reasonable opportunity to act on the notice. No termination will affect any rights or obligations of either Party that have accrued prior to termination or that relate to any transaction occurring prior to termination.

**19. Authority and Enforceability.**

Customer confirms to USCB that: (a) if Customer is an entity, Customer is duly organized and in good standing under the laws of its formation; (b) Customer has full power and authority to enter into this FTA and to perform all of obligations hereunder; and (c) this FTA has been duly authorized and is Customer's legal, valid, and binding obligation.

**20. Severability.**

The illegality or unenforceability of any provision of this FTA shall not limit or impair the operation or validity of any other provision herein.

**21. Amendments.**

**USCB may amend this FTA on reasonable prior written notice to Customer. Any other amendment of this FTA shall not be effective unless in writing, duly signed by the Parties.**

**22. Waiver.**

**A waiver by USCB of any of the provisions of this FTA shall not be effective unless it is in writing, shall pertain only to the particular circumstances for which it is given, and shall not constitute a future waiver of any other rights of USCB under this FTA or a waiver of any other provision of this FTA.**

**23. Notification.**

All notices required or permitted under this FTA shall be in writing. Notices directed to USCB shall be sent to: U.S. Century Bank, 2301 NW 87<sup>th</sup> Avenue, Miami, FL 33172, Attn: Wire Transfer Department.

Notices directed to Customer shall be sent to Customer's last known address as reflected in USCB's records or provided to Customer via hold mail instructions.

**24. Captions.**

**The use of captions and/or headings in this FTA are for convenience only, and are not part of this FTA; accordingly, they shall not affect the meaning or interpretation of any provisions hereof.**

**25. Applicable Law.**

Without giving effect to the principles of comity or conflicts of law thereof, the validity, interpretation, performance, and enforcement of this FTA shall be governed by the laws of the State of Florida. Each Party shall submit to the personal jurisdiction and venue of the state and federal courts located in Miami-Dade County, Florida, for the resolution of all disputes and/or causes of action arising out of or relating to this FTA, and each Party hereby waives all objections to personal jurisdiction and venue to such courts, including but not limited to, the claim or defense therein that such courts constitute an inconvenient forum.

**26. Completeness.**

This FTA and the rules and regulations governing deposit accounts in effect from time to time ("**Depositor's Agreement**"), the terms of which are incorporated herein by reference, constitute the entire agreement between Customer and USCB regarding funds-transfer transactions effectuated by Customer through its Accounts at USCB, and supersede all other prior or contemporaneous agreements or understandings on such matters. If any inconsistency exists between the Depositor Agreement and this FTA, the terms of this FTA shall control.

**27. Assignment.**

**This FTA shall be binding on the heirs, successors-in-interest and assigns of the Parties. Notwithstanding the foregoing, Customer may not assign any of its rights or duties under this FTA without prior written consent from USCB, and any such unconsented to assignment shall be null and void.**

**28. Prevailing Party Attorneys' Fees and Expenses.**

In any action or other proceeding to enforce or that otherwise concerns this FTA, the prevailing Party shall be entitled to recover reasonable attorneys' fees, costs and expenses from the losing Party, including fees, costs and expenses incurred at trial, mediation, arbitration, appellate and bankruptcy proceedings, including any proceedings to fix the reasonable amount of such fees, costs and expenses.

**29. WAIVER OF TRIAL BY JURY.**

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, OR IN CONNECTION WITH, ARISING OUT OF, OR OTHERWISE RELATED TO, THIS FTA AND ITS SUBJECT MATTER, ANY ACCOUNTS OF CUSTOMER AT USCB, OR ANY OTHER INSTRUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS FTA, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY OR RELEVANT TO THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS FTA.

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## ELECTRONIC FUND TRANSFERS

### YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts governed by Regulation E.

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 account(s), savings account(s), money market account(s) and NOW account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills automatically from your checking account(s), savings account(s), money market account(s), and NOW 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.

**USCB Bank by Phone Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 1 (888) 488-8980 using your personal identification number, a touch tone phone, and your account numbers, 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
- get information about:
  - **the account balance of checking account(s)**
  - **the last five deposits to checking accounts**
  - **the last five withdrawals from checking accounts**
  - **the account balance of savings account(s)**
  - the last five deposits to savings accounts
  - the last five withdrawals from savings accounts

**U.S. Century Bank Debit Card Transfers - types of transfers and dollar limitations** - You may access your account(s) by ATM using your U.S. Century Bank Debit Card and personal identification number or U.S. Century Bank Check Card and personal identification number, to:



- make deposits to checking account(s), savings account(s), money market account(s), and NOW account(s), at ATMs we own or operate
- get cash withdrawals from checking account(s), savings account(s), money market account(s), and NOW account(s), at ATMs we own or operate
  - **you may withdraw no more than \$1,010.00 per day with a Debit card, from an ATM**
- transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts
- make balance inquiries on your checking account(s), savings account(s), money market account(s), and NOW accounts
- use your card at any merchant that accepts MasterCard® debit cards for the purchase of goods and services. Some of these services may not be available at all terminals.

Your card may also be used to obtain cash from your designated account at participating financial institutions when so authorized under the terms of your Account Agreement.

**Types of Debit Card Point-of-Sale Transactions** - You may access your checking or savings account(s) to purchase goods (in person), pay for services (in person), and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$2,000.00 in PIN-based point-of-sale transactions per day, exclusive of ATM withdrawals

**Currency Conversion and International Transactions.** If you perform transactions with your card with the MasterCard® logo, in a currency other than U.S. Dollars, MasterCard International, Inc. will convert the charge into a U.S. dollar amount. At MasterCard International, a currency conversion procedure is used which is disclosed to institutions that issue MasterCard®. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. Dollars for such transactions is generally either a government mandated rate or wholesale rate, determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date.

MasterCard® charges us a Currency Conversion Fee of 0.200% of the transaction amount for performing currency conversions and a Cross-Border Fee of 0.800% of the transaction on all cross-border transactions (event those with no currency conversion). Therefore, you will be charged 0.800% of the dollar amount on all cross-border transactions – i.e., transactions processed through the “Global Clearing Management System” or the “MasterCard Debit Switch” when the country of the merchant or machine is different than your country, as a cardholder.

**Advisory against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purposes. 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.

## LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS

Federal regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to third parties (including point-of-sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month, for purposes of making a payment to a third party or by use of a telephone or computer.

Other Limitations

The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s) or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise. We reserve the right to impose limitations for security purposes at any time.

## ATM SERVICES.

**NETWORK.** Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the otherwise permitted transactions. Besides our ATM terminals, you may access your accounts through the following network(s):

- MASTERCARD
- PULSE
- NYCE

**Online Banking Transfers - types of transfers and dollar limitations** - You may access your account(s) by computer through the internet by logging onto our website at [www.uscentury.com](http://www.uscentury.com) and using your user identification, password, and multifactor authentication, to:

- transfer funds from checking to checking or savings
- transfer funds from savings to checking or savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties
- there is a daily dollar limit for bill payment transactions
- make external transfers to or from an account at another financial Institution
- refer to the separate Online Banking Agreement for fees and limitations that may apply

make payments from your checking or savings account(s) to another person refer to the separate agreement for fees and limitations that may apply get information about:

- The account balance of checking or savings account(s)
- The last 12 months deposits to checking or savings accounts
- The last 12 months withdrawals from checking or savings accounts
- The account balance of line of credit/loan account(s)
- The account balance of time accounts/CDs

**Mobile Banking Transfers - types of transfers and dollar limitations** - You may access your account(s) through the browser on your cell or mobile phone at [www.uscentury.com](http://www.uscentury.com), or through the downloadable Apple or Android application, and using your user identification, password, and multifactor authentication (only through web browser), to:

- transfer funds from checking to checking or savings
- transfer funds from savings to checking or savings
- make payments from checking or savings to loan account(s) with us
- make payments from checking to third parties (only available through web browser)
- there is a daily dollar limit for bill payment transactions
- get information about:
  - **the account balance of checking or savings account(s)**
  - **the last 12 months deposits to checking or savings accounts**
  - **the last 12 months withdrawals from checking or savings accounts**
  - **the account balance of line of credit/loan account(s)**
  - **the account balance of time accounts/CDs**

**Telephone Banking - types of services available** - You may perform the following functions through the use of Telephone Banking:

- transfer funds between your checking and savings accounts, checking and checking accounts, and savings and savings accounts
- make balance inquiries on your checking account(s) and savings account(s)

### FEES

- We will charge a fee for both direct deposits and preauthorized payments, if the number of free transactions for a selected checking product is exceeded during a statement cycle.
- Please refer to the separate banking services fee schedule for charges that may apply to the U.S. Century Bank Check Card or ATM card.
- We reserve the right to impose a fee and to change fees upon notice to you.

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, you can call us at 1 (888) 448.8980 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 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.

### **USING CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN")**

In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or cancelled at any time, without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify us immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN by visiting one of our Branch locations.

### **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 section of the Agreement 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 banking services fee schedule for the amount we will charge you for each stop-payment order you place.

- **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 or other line of credit and the transfer would go over the credit limit.
- (3) If the electronic terminal or 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) If we have terminated our Agreement with you.
- (7) When your Debit Card has been reported lost or stolen, or we have reason to believe that something is wrong with a transaction.
- (8) If we receive inaccurate or incomplete information needed to complete a transaction.
- (9) In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- (10) If the funds in the account are subject to legal action preventing a transfer to or from your account.
- (11) 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.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

- *Generally.* Tell us AT ONCE if you believe your card and/or PIN 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 PIN, 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 PIN, and we can prove we could have stopped someone from using your card and/or PIN 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, PIN, 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 MasterCard® branded card.** If you promptly notify us about an unauthorized transaction involving your card and the unauthorized transaction took place on your MasterCard® branded card, including any PIN-based ATM or POS transactions, zero liability will be imposed on you for the unauthorized transaction. In order to qualify for the zero-liability protection, you must have exercised reasonable care in safeguarding your card from the risk of loss or theft and, upon becoming aware of such loss or theft, promptly reported the loss or theft to us. For commercial accounts, zero liability protection will only apply to transactions conducted with a card issued for a commercial purpose under a “small business” program as described on [www.mastercardbusines.com](http://www.mastercardbusines.com) (information may be found under “Small Businesses,” by selecting the “Products” tab).

- (b) Contact in event of unauthorized transfer.** If you believe your card and/or PIN has been lost or stolen, call or write us at the telephone number or address listed in this section of the Agreement. You should also call the number or write to the address listed in this section of the Agreement 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 section of the Agreement, 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 U.S. Century Bank Check 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 U.S. Century Bank Check 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 about 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.

U.S. CENTURY BANK  
attn: finance department  
2301 NW 87<sup>TH</sup> AVENUE  
MIAMI, FL 33172

Business Days: Monday through Friday Excluding Federal Holidays

Phone: 1 (888) 488-8980 (24 Hours)

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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## 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. If you use our night depository, you are responsible for any disappearance, theft, or loss of any envelope, bag, or money before we issue a written receipt for the deposit. 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. Do not 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. Do not 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. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Do not tell anyone your PIN. Do not 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. Do not write your PIN where it can be discovered. For example, do not keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. 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.
9. When you make a transaction, be aware of 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 lit. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Do not accept assistance from anyone you do not know when using an 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. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. 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.
14. **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 both the operator of the facility and the local law enforcement officials immediately.**

## IDENTITY THEFT/PRETEXT CALLING

Identity theft affects thousands of consumers annually. It involves the fraudulent use of a person's personal identifying information, such as a social security number, mother's maiden name, date of birth, or account number to open fraudulent new credit card accounts. Charge existing credit card accounts, write checks, open bank accounts, or obtain new loans. They may obtain this information by:

1. Stealing wallets that contain personal identification information and credit cards;
2. Stealing bank statements from the mail;
3. Diverting mail from its intended recipients by submitting a change of address form;
4. Rummaging through trash for personal data;
5. Stealing personal identification information from workplace records; and/or
6. Intercepting or otherwise obtaining information transmitted electronically.

To prevent identity theft, the bank is advised to verify customer account information by using third party sources, such as consumer reporting agencies, by verifying change of address requests on existing accounts, and by maintaining adequate security standards. The bank also offers





additional safety system software to protect customer account from identity theft.

Pretext calling is another fraudulent means of obtaining a person's personal information. Pretext callers may contact bank employees, posing as customers, to access customers' personal account information. Information obtained from pretext calling may be sold to debt collection services, attorneys, and private investigators to use in court proceedings. Identity thieves may also engage in pretext calling to obtain personal information to create fraudulent accounts. The following are a few basic steps outlined by the Office of the Comptroller of the Currency to avoid becoming a victim of identity theft and pretext calling:

- Do not give personal information such as account numbers or social security numbers over the telephone, through the mail, or over the Internet, unless you initiated the contact, or you know with whom you are dealing.
- Store personal information in a safe place and tear up old credit card receipts, ATM receipts, old account statements, and unused credit card offers before throwing them away.
- Protect your PINs and other passwords. Avoid using easily available information, such as your mother's maiden name, your birth date, the last four digits of your social security number, your phone number, etc.
- Carry only the minimum amount of identifying information and number of credit cards that you need.
- Pay attention to billing cycles and statements. Inquire with the Bank if you do not receive a monthly bill. It may mean that the bill has been diverted by an identity thief.
- Check account statements carefully to ensure all charges, checks, or withdrawals were authorized.
- Guard your mail from theft.

Order copies of your credit report from each of three major credit bureaus once a year.

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## BUSINESS DEBIT CARD TERMS AND CONDITIONS

**Issuance of Cards:** Bank will issue Cards in the name of the Business Depositor and in the names of its authorized cardholders as designated in the Agreement. A limit of two Cards may be issued per account. Usage of Cards will be limited to debits only. No electronic (ATM) deposits may be made using the Cards. All Cards must be signed immediately upon receipt by the authorized cardholders, but all Cards remain the property of Bank and must be surrendered to Bank upon demand. Business Depositor acknowledges that Bank is providing such service to Business Depositor as an accommodation party only and, except as otherwise provided by law, Bank is not responsible in any way for the manner in which the Cards are utilized.

**Liability and Promise to Pay.** Customer agrees to be unconditionally and, without limitation, liable for all debits effectuated by use of the Cards, whether authorized or unauthorized, whether utilized by Employees or some other person, and whether arising from Cards lost or stolen. All Employees who are granted use of the Cards shall be deemed third party beneficiaries of the accommodation extended hereunder, and the terms and conditions of this Agreement. Accordingly, such Employees shall be jointly and severally liable with Customer for any debits effectuated under the Card issued to the respective Employee, whether authorized or not, and whether arising from lost or stolen Cards. In the event of a lost Card or of unauthorized use of a Card, Customer must promptly notify Bank by either calling (800) 500-1044, or writing to Bank at 2301 NW 87<sup>th</sup> Avenue, Miami, FL 33172.

**In Case of Errors or Questions about Your Electronic Transfers.** Call or write us at the telephone number or address listed in this section of the Agreement, 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 unauthorized transaction 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 or unauthorized transaction.
4. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. You may write or call us as follows:

**U.S. CENTURY BANK, 2301 NW 87<sup>TH</sup> AVENUE, MIAMI, FL 33172**  
Business days: Monday through Friday, Excluding Federal Holidays  
Phone: (800) 500-1044

An unauthorized transaction does not include:

- Any transaction by a business co-owner, a cardholder or person authorized by cardholder, or other person with an interest in or authority to transact business on account.

- Any transaction by a cardholder that exceeds the authority given by the MasterCard® Business debit card account owner.
- Any transaction made by anyone you allow to use your Card. You must assist us in the investigation and prosecution of claims for unauthorized transactions by completing the appropriate statements and reports reasonably requested by us.

You agree to notify us promptly in writing of any user of a Card who is no longer employed by you or authorized to conduct business on your behalf.

You agree that all of the provisions of the Depositor's Agreement, including liability limitations and requirements that you give us prompt notice of unauthorized items, apply to your EFT services.

**Security Measures:** In an effort to better protect Business Depositor and its authorized card holders from lost Cards or unauthorized use of the Cards, Bank requires that authorized card holders each have a Personal Identification Number (PIN) and use the PIN to process a debit transaction. Business Depositor and authorized card holders acknowledge that use of a PIN provides them a commercially reasonable degree of protection in light of their particular needs and circumstances and represent that each PIN shall be afforded the highest level of security by Company and authorized card holders and shall be known only to those persons who are on a "need to know" basis. Bank assumes no duty to discover any breach of security by Business Depositor or authorized cardholders or the unauthorized disclosures or use of a PIN.

**Non-Consumer:** Business Depositor acknowledges it is a business entity, and that this Agreement and the transactions under it are not governed by consumer regulations including Regulation E. Use of the ATM and/or Check Card will be for business (not consumer) purposes only.

**Agreement to Hold Harmless and Indemnify:** Business Depositor agrees to fully and unconditionally hold harmless and indemnify the Bank from the following: any and all actions, claims, damages, losses, proceedings, demands and expenses of any kind whatsoever (including, without limitation, attorneys' fees and costs, including appellate fees) which may be asserted against or incurred by Bank as a result (direct or indirect) of: (1) the Bank's issuance of the Business ATM and/or Business Debit/Check Cards to the Business Depositor (or to its authorized card holders) and (2) the unauthorized use or misuse of said Cards by the authorized card holders.

#### Monthly Debit Card Fee and Other Fees

A Monthly Debit Card Fee may be charged to Customer's account for the privilege of having the Cards. The Monthly Debit Card Fee is payable whether or not any of the Cards are used.

Bank may charge Customer a reasonable charge for photocopies and reprints which Customer or any Employee may request, and for other special services as allowed by law.

#### Refusal to Honor Cards

Bank is not responsible for the refusal of anyone to honor the Cards.

#### Termination and Return of Cards

Bank shall have the right, at its sole discretion, and upon 3 days' notice to Customer and/or the Employees, to revoke, cancel or terminate Customer's privileges hereunder. All Cards shall be deemed cancelled effective upon termination, and Customer shall instruct all Employees to cut all Cards in half and return them to Bank. Customer shall remain liable for all debits and other charges incurred or arising by virtue of the use of a Card prior to the termination date.

**Amendment and Change in Terms:** Bank may from time to time amend the terms of this Agreement to the extent allowed by applicable law. Bank will notify Business Depositor by mail of such amendments and, subject to the requirements of applicable law, any amendments of this Agreement will become effective at the time stated in such notice.

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## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy. This policy does not apply to any foreign check, whether we accept it for deposit or on a collection basis.

Our policy is to make funds from your check deposits available to you on the second business day after the day we receive your deposit, with the first \$225 available on the first business day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second business day, as detailed below. Once the funds are available, you can 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 at one of our banking centers before closing time 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 one of our banking centers after closing time or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Check your local banking center for closing times.

If you make a deposit at one of our ATMs before 7:00 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 one of our ATMs after 7:00 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. We only allow deposits to be made at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

#### Same-Day Availability

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

- Cash
- Wire transfers

#### Next-Day Availability

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

- U.S. Treasury checks that are payable to you.
- Checks drawn on U.S. Century Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- State and local government checks that are payable to you and are deposited in a depository bank located in the state that issued the check, or the same state as the unit of general local government that issued the check.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal money orders, if these items are payable to you.

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

#### Other Check Deposits Subject to Second-Day Availability

The first \$225 from a deposit of other checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check of \$700 on a Monday, \$225 of the deposit is available on Tuesday. The remaining \$475 is available on Wednesday.

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 or in another account you have with us. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited them.

### **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 tenth business day after the day of your deposit.

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### SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer, we think it is important for you to know about substitute checks. The following **Substitute Check Disclosure** provides information about substitute checks and your rights.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of 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:

U.S. Century Bank  
2301 NW 87<sup>th</sup> Avenue  
Miami, Florida 33172  
(305) 715-5200

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

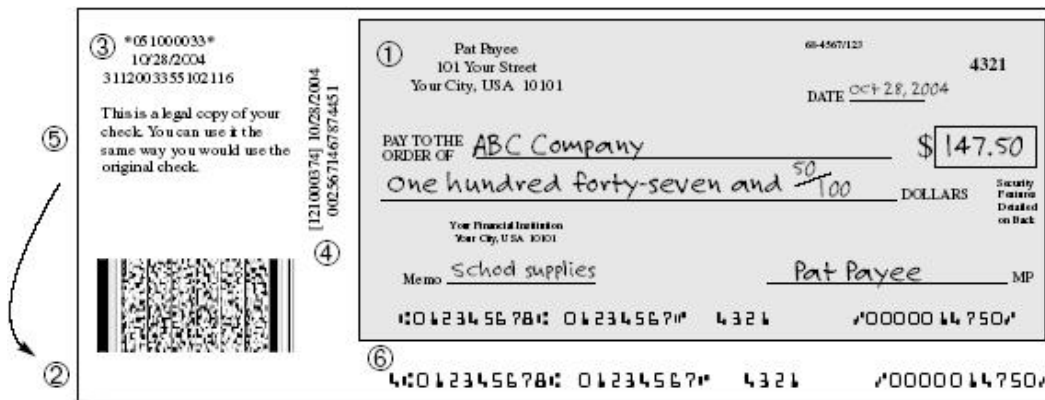
time period if you were not able to make a timely claim because of extraordinary circumstances.

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 check number, the amount of the check, the date of the check, and the name of the person to whom you wrote 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 was the original.





24 Hour Account Information  
1 (888) 488-8980  
e-mail: [contactus@uscentury.com](mailto:contactus@uscentury.com)

Revised August 1, 2023



**U.S. CENTURY BANK**

[www.uscentury.com](http://www.uscentury.com)

Member FDIC

