

# DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

**HMBradley**

Powered by  
**Hatch**  
MEMBER FDIC

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This Deposit Account Agreement and Disclosures, which includes the interest rate information and fee schedules (collectively, the "Agreement"), outlines the terms and conditions that govern the deposit account ("HMBradley Account") available from Hatch Bank, Member FDIC ("Bank") through HM Bradley, Inc., its authorized program manager ("HMBradley"). "We", "our", and "us" refer to the Bank, our successors, affiliates, or assignees. "You" and "your" refer to the owner of the HMBradley Account. You and anyone else identified as an accountholder on the HMBradley Account agree to be bound by the terms of this Agreement.

## I. Definitions

Unless defined elsewhere in this Agreement, the following terms, regardless of whether they are capitalized, have the following meanings:

**Account or HMBradley Account:** Any Negotiable Order of Withdrawal (NOW) checking account you open with the Bank through HMBradley.

**Automated clearing house (ACH) Network:** The ACH Network is the funds transfer system, governed by the National Automated Clearing House Association (NACHA) Rules, that provides funds transfer services to participating financial institutions.

**ACH payments:** An ACH payment, or automatic payment, is an electronic deposit to, or withdrawal from, your HMBradley Account that we receive or send through the "ACH" Network. Direct deposits of your payroll and your one-time or recurring payments are examples of ACH payments.

**Automated Teller Machine or ATM:** A machine that allows you to make cash withdrawals from your HMBradley Account and see your available balance.

**Available balance:** The amount of your previous day's account balance, plus pending credit transactions, such as ACH direct deposits (but excluding pending debit card purchase returns) minus: (1) pending charges that we are legally obligated to pay or have already paid, such as debit card purchases, electronic payments or other transactions, (2) the amount of deposits that are not yet available for withdrawal under our [Funds Availability Policy](#), and (3) the amount of any legal holds on your account balance.

**Business day:** Every day except Saturdays, Sundays, federal holidays and any day the Bank is not open for business.

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

**Debit card transaction:** Any purchase or bill payment using a debit card or debit card code or token. A debit card transaction may be either a non-recurring, one-time purchase transaction (like a purchase at a restaurant) or a recurring payment (like a cellphone bill).

**Direct deposit:** An automatic electronic deposit made through the ACH Network to your HMBradley Account by a third party (like an employer issuing payroll or a government paying benefits).

**Electronic funds transfer ("EFT"):** Any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, that is initiated through an electronic terminal, telephonic instrument, computer, electronic device (including tablets, mobile devices or cell phones), the Internet, EuroPay,

MasterCard and VISA chip (emv chip), or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit your HMBradley Account.

Endorsement: A signature, stamp or other mark made on a check to transfer the check to another person (*i.e.*, negotiation) or for deposit to the HMBradley Account.

Hold on your account: The amount of money in your HMBradley Account that you cannot withdraw pursuant to our [Funds Availability Policy](#) or legal process.

Item: Any check, ACH payment, payment order, funds transfer, online banking transaction, wire transfer, ATM withdrawal, debit card purchase, fee, charge or other amount that is added to or subtracted from your HMBradley Account balance.

Online Banking Services or Mobile Banking Services: Our online banking services available for accounts that can be accessed at [www.hmbradley.com](http://www.hmbradley.com) or accessed through our mobile and tablet applications. We may add, remove, change, or revise our Online Banking Services and Mobile Banking Services offered from time to time.

Overdraft: The amount of an item or items presented to us on a business day that exceeds the available balance.

Overdrawn: When your HMBradley Account has a negative balance and there are not sufficient funds in the account available for ACH debits, to pay items or make withdrawals.

PIN: A personal identification number that you either select or request from us for your debit card.

Posting order: The order in which we generally apply deposits and withdrawals to your HMBradley Account each business day, which is described in [Section 3.09](#) of this Agreement.

Preauthorized electronic fund transfer (preauthorized EFT): An electronic fund transfer authorized in advance to recur at substantially regular intervals.

Remotely created item: An item created by the payee and not signed by the drawer accountholder.

Text: A short electronic message sent to and received by a mobile phone.

Unauthorized electronic fund transfer (unauthorized EFT): An EFT from your HMBradley Account initiated by a person other than you without actual authority to initiate the transfer and from which you receive no benefit. The term does not include an EFT initiated:

- By a person who was furnished the access device to your HMBradley Account by you; or
- With your fraudulent intent or any person acting in concert with you.

Website: The HMBradley website, <https://www.hmbradley.com>, through which the Online Banking Services of the Bank are made available to you.

## II. Accounts, Account Restrictions, Interest and IRS Reporting

### II.1. Accounts Offered, Opening, and Eligibility

#### (a) NOW (Negotiable Order of Withdrawal)

The Bank offers Negotiable Order of Withdrawal transaction checking accounts, which allows you to make deposits by check, ACH payment, transfer from another account at the Bank, or wire transfer. NOW accounts only are available to consumers for personal, family, or household purposes. The Bank does not offer business accounts and you agree not to use your HMBradley Account for business purposes. The Bank may request 7 days' advance notice of a withdrawal or transfer of funds from the NOW account.

#### (b) Eligibility

All U.S. citizens, legal resident aliens, and non-resident aliens with temporary visas who are 18 years or older, have a U.S. physical street address, and who have a Social Security number from the Social Security Administration or a Taxpayer Identification Number from the Internal Revenue Service can apply for a deposit account. You authorize us to use reports from credit reporting agencies or information from third parties to determine your eligibility to open a deposit account. Access to your HMBradley Account is determined by the most current account information in our deposit records.

### II.2. Account Types

#### (a) Individual Account

An account that lists only one natural person as the accountholder.

#### (b) Joint Account

An account that lists no more than two natural persons as the accountholders. Each joint accountholder has complete control over all of the funds in the account. Each joint accountholder is liable for the full amount if the account is overdrawn. If one joint accountholder requests that we not pay items authorized by a different joint accountholder, we will refuse to pay all items, including items authorized by the joint accountholder making the request, and we will not release the refusal to pay all items unless all joint accountholders agree in writing to remove the order to refuse pay items. We will not be liable to any joint accountholder for items we paid before the request. Regardless, all joint accountholders are obligated to pay for any items deducted from the account. Any joint accountholder may close the account without the consent from the other joint accountholder. No accountholder can remove the other accountholder from the joint account. We also may pay all or any part of the funds in the joint account to a court or government agency if we receive a garnishment, levy, or similar legal process that identifies any of the joint accountholders. Except in states that treat joint accounts as tenants in common accounts or marital accounts (if held by married persons), all joint accounts at Bank are established as joint tenants with rights of survivorship. This means that if one joint accountholder dies, the balance of the account is available for withdrawal only by the surviving joint accountholder. Except in states that treat joint accounts as tenants in common or as marital accounts, the estate of the deceased accountholder is not permitted to withdraw funds from the account and has no rights to the joint account.

### (c) Payable on Death (POD) Account and “In Trust For” Account (Trust Account)

As an individual or as a joint accountholder, you may open a POD or Trust Account. POD Accounts and Trust Accounts allow you to designate a beneficiary or beneficiaries. After your death, we pay the funds in your POD Accounts and Trust Accounts to the beneficiaries. If the HMBradley POD Account or Trust Account is a joint account, we will pay the funds to the beneficiary or beneficiaries after the last surviving joint accountholder’s death. We make no representations about whether the designation of an account as POD or Trust Account will comply with state law where you reside or are domiciled and you are solely responsible for making sure the HMBradley Account designation or styling complies with state law requirements for establishing payable on death accounts or trust accounts.

### (d) Powers of Attorney

A power of attorney is a document you sign that authorizes someone else to act on your behalf. If you sign a power of attorney, the person you authorize (usually called the “agent”) can sign on your behalf and do anything you could do regarding the account, including withdrawing all the money in the account. If you choose to add an agent, you must provide a durable power of attorney that survives your disability or incapacity to act. We may rely on a copy of an original durable power of attorney. We are not required to investigate the facts relating to any durable power of attorney provided to us on your behalf, including whether your signature on the durable power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent’s instructions at any time, particularly if we suspect fraud or abuse on your HMBradley Account, unless state law requires us to accept the power of attorney. We may also refuse an agent’s request to become a joint accountholder or a beneficiary of an account. An agent’s power of attorney on an account is terminated when the accountholder dies.

### II.3. Account Restrictions: No Check Withdrawals from Your HMBradley Account Are Permitted

Check writing is not an available feature of your HMBradley Account. We will not issue you checks for this account and you are not permitted to write checks drawn on your account. You agree you will not create physical checks for use with this account by imprinting check stock with the routing and transit number of the Bank, the Bank’s name, and your account number. If such a check is presented to us for payment, we consider such item unauthorized and we will dishonor the check without prior notice to you and may close your account. Notwithstanding this Section 2.03, we may issue a check to a payee on your behalf.

### II.4. Interest: Savings Tiers, Interest Rates, Interest Rate Changes, Calculation and Payment

#### (a) Savings Tiers.

Except for the quarter in which you opened and funded your HMBradley Account with a direct deposit, we determine the interest rate and annual percentage yield (APY) on your account by: (1) calculating the percentage of deposits that remain in your account at the end of a previous quarter (i.e., the difference between all the deposits and withdrawals for a quarter divided by all the deposits for the quarter) and (2) assigning that percentage to a savings level (called a “Savings Tier”). The interest rates and APYs assigned to each Savings Tier and effective dates are published on [www.hmbradley.com/APYs](http://www.hmbradley.com/APYs) and can be printed in a form that you can keep.



For the calendar quarter in which you opened an HMBradley Account and the first full calendar quarter thereafter, provided we confirm at least one direct deposit each month (or partial month), your account will accrue interest at the interest rate and APY at no lower than Savings Tier 3 (to illustrate, if you opened and funded your account with a direct deposit on or after March 1, your account will accrue interest and the APY at no lower than Savings Tier 3 until June 30). For each quarter thereafter, provided you have at least one direct deposit each statement cycle, we set your Savings Tier on January 1, April 1, July 1 and October 1 as follows:

- If 20% or more of your deposits in the previous quarter remained in your HMBradley Account at the end of the quarter, you are awarded Savings Tier 1 for the next quarter.
- If more than 15% and less than 20% of your deposits in the previous quarter remained in your HMBradley Account at the end of the quarter, you are awarded Savings Tier 2 for the next quarter.
- If more than 10% and less than 15% of your deposits in the previous quarter remained in your HMBradley Account at the end of the quarter, you are awarded Savings Tier 3 for the next quarter.
- If more than 5% and less than 10% of your deposits in the previous quarter remained in your HMBradley Account at the end of the quarter, you are awarded Savings Tier 4 for the next quarter.

To illustrate the Savings Tiers, if you deposited \$4,000 in your HMBradley Account during a quarter and withdrew \$3,000 during that quarter, the percentage of deposits that remained in your account was 25% [ $(\$4,000 - \$3,000) / \$4,000 = .25$  or 25%]. In this example, we would assign Savings Tier 1 to your account for the next quarter. New accounts with confirmed direct deposits each statement cycle will earn a tier no lower than Savings Tier 3 for the first full calendar quarter after opening an HMBradley Account. Because the amount you save each quarter may change, and that change will affect the Savings Tier to which you are assigned for the next quarter, your interest rate and annual percentage yield may change after you open your HMBradley Account.

If your HMBradley Account has less than 5% of your deposits remaining at the end of a calendar quarter or you do not directly deposit funds into your account at least once during each statement cycle during a calendar quarter, you do not qualify for any Savings Tier and you will not earn interest on your account. We do not pay interest on account balances above \$100,000.

#### (b) Changes to Interest Rate

We may prospectively change the Savings Tiers (e.g., adding, deleting, consolidating) and the interest rates and annual percentage yield in the Savings Tiers at any time in our discretion. We will publish any changes to the interest rates and APYs assigned to each Savings Tier and the effective dates of any changes on [www.hmbradley.com/APYs](http://www.hmbradley.com/APYs).

#### (c) Calculation and Payment.

We use the daily balance method to calculate the interest on your HMBradley Account. This method applies a daily periodic rate to the balance in the account, and interest that has been accrued to the account, each day. We calculate the daily periodic rate by dividing the applicable interest rate (the interest rate assigned to your Savings Tier) by 365 days (even in leap years). We multiply the daily

periodic rate by the daily balance in the account. Interest for your account will be compounded daily and credited to your account monthly. Interest begins to accrue on the business day we receive credit for your check deposits. For wire transfers, electronic direct deposits, and ACH credits to your account, interest begins to accrue on the business day we receive settlement of your deposit. If you close your account before interest is credited, you will receive the accrued interest after the end of the statement cycle and after we are able to calculate the interest accrual. You must deposit \$100 to open this account. We will not pay interest on any deposited item that is returned to us unpaid. At the end of each month, any fractional amount of interest less than half of one cent will be rounded down and any fractional amount of interest equal to half of one cent or more will be rounded up to the next whole cent.

## II.5. [IRS Reporting](#)

The Internal Revenue Service (IRS) requires us to obtain from you a valid Social Security number (issued by the Social Security Administration) or Taxpayer Identification Number (issued by the IRS) for each accountholder on an HMBradley Account to report interest earned on the account. We will ask you to certify your Social Security number or Taxpayer Identification number during the process of opening an HMBradley Account. If each accountholder does not certify his or her Social Security number or Taxpayer Identification number, we will not open an account for you.

## III. [Depositing Funds into Your HMBradley Account](#)

### III.1. [Kinds of Deposits Permitted; External Account Verification](#)

You may make deposits by ACH payment, transfers from other Bank accounts, wire transfers, and remote deposit capture. You cannot make a deposit at an HMBradley office, the Bank corporate office, or through an ATM. When you initiate a transfer from a bank account at another U.S. depository institution to your HMBradley Deposit Account, you authorize us to use a third-party service provider to gather financial information for us concerning your bank account, including whether you have access to the bank account and the account balance. The third-party service provider will ask for and obtain your permission and log-in credentials before accessing your account.

### III.2. [Check Deposits by Remote Deposit Capture Only](#)

We only accept checks for deposit using Mobile Banking Services in accordance with the provisions contained in [Section 4.07](#) of this Agreement. You cannot deposit an item or check with us using a deposit-taking ATM or by sending items to us for deposit. If you send an item or check to us, we may convert it to a substitute check and forward it for payment.

### III.3. [No Cash or Foreign Currency Deposits](#)

We do not accept deposits in cash, whether in U.S. or foreign currency, and we do not accept deposits of foreign currency in the form of checks or wire transfers. Do not mail cash to an HMBradley office or the Bank corporate office.

### III.4. [Charge Back of Deposited Items Notice of Electronic Deposits](#)

When we receive an electronic deposit to your HMBradley Account, we will show it on your next statement, and we will not send you a separate notice. However, you may log onto your account at [www.hmbradley.com](http://www.hmbradley.com) to determine if we received your deposit and when your deposit will be available for withdrawal. If the bank that sent an electronic deposit to your account tells us the deposit was made

in error or was intended for another customer or account, we may deduct the amount from your balance.

### III.5. Endorsements

#### (i) Endorsement requirements

You must endorse the item “*for mobile deposit only at Hatch Bank*” on the back of the check in the 1½ inch area that starts from the left edge when viewed horizontally from the back. If the check is not endorsed properly and causes us a loss, cost, or expense, we may ask you to reimburse us. You acknowledge that we may supply the missing restrictive endorsement “*for mobile deposit only at Hatch Bank*” if you fail to endorse the check with this restrictive endorsement.

#### (ii) Missing Endorsements; No Restrictive Endorsements Allowed

If you deposit an item payable to you, a joint accountholder, or both joint accountholders without endorsing it, we may supply the missing endorsements for you or treat the item as if we had endorsed it for you. Regardless, we will send the item for collection and the effect will be as if you had endorsed the item. Any conditional or restrictive endorsements, other than as provided in [Section 4.07](#), on an item or check you deposit, or by any endorsing “without recourse” or similar restrictions, will not affect our ability to send the item for payment.

### III.6. Refusing Deposits

We may refuse to accept any item for deposit, or part of any deposit items, at any time (including after we initially accepted it for deposit). If we refuse a deposit of an item, we still may send it to the paying bank but will not credit your HMBradley Account until we have collected funds from the paying bank. We can reverse any amount we credited to your account balance for a deposited item and send the item on a “collection basis” even after we have taken physical possession of the item. We will not be liable to you for refusing a deposit, even if we decline debit transactions you have already made.

### III.7. Returned Items

If you deposit an item and either: (1) the paying bank returns it to us unpaid; (2) the paying bank or the issuer of an item demands that we repay them because the item was altered, forged, or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (3) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number, or procured by fraud, we may pay the return item or comply with the demand, and deduct the funds from your account balance. If we believe these events have occurred or may occur or that the item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them. If a deposited item is returned to us for any reason, we will charge you the [Deposited Item Return Fee](#) set out in the [Fee Schedule](#).

### III.8. Cut-Off Time

We set 7:00 p.m. ET as the cut-off time for deposits by ACH transfer and remote check deposit; the wire transfer cut-off time is 2:00 p.m. ET. Any deposits received after that time will be considered made the next business day.

### III.9. Deposit Receipts

We will confirm the funds you deposit and, after review, may adjust your HMBradley Account for any errors.

### III.10. Collecting Deposits

If you deposit a check, or we send a check for collection, we will exercise reasonable care. We are not liable for the lack of care of any third party we use to collect checks or for checks lost during transit. We may send checks to any bank or to the entity on which the check was written. If we lose a check, you will use reasonable efforts to help us locate or replace the check. We have no duty to you to determine whether any check you deposit is forged, counterfeit, altered, or improperly endorsed.

### III.11. Remotely Created Items or Checks

You cannot deposit a remotely created item or check. If you do and we accept it for deposit, you guarantee to us that the accountholder authorized the item or check for payment in the amount it shows and indemnify us for any losses we incur if the remotely created item is not authorized.

### III.12. Posting Order

Posting order. First, we add deposits to your HMBradley Account. Second, we deduct one-time debit card purchase transactions, online banking transactions, ATM withdrawals, and wire transfers. We deduct these transactions in chronological order using the date and time of each transaction. If we do not know the time of day you made a transaction (for example, for some one-time debit card transactions), we post the transaction at the end of the day. Multiple transactions without a timestamp are deducted beginning with those having the highest dollar amount and proceeding to those items having the lowest dollar amount. Third, we deduct all other items, including recurring preauthorized EFTs, beginning with those having the highest dollar amount and proceeding to the recurring preauthorized EFTs with the lowest dollar amount. Last, we assess any incurred fees.

## IV. HMBradley Online Banking and Mobile Banking Services Provisions

### IV.1. Terms and Conditions for Online Banking and Mobile Banking

The HMBradley Online Banking Services (at [www.hmbradley.com](http://www.hmbradley.com)) and HMBradley Mobile Banking Services (by downloading the HMB Mobile Application) will allow you to access and manage your HMBradley Account(s) with us online using a personal computer or other device equipped with supported browsers and other hardware and software listed in the [Electronic Communications Agreement and Disclosure](#). When you register, enroll, activate, access, or use Online Banking Services and Mobile Banking Services, the terms and conditions of this Article IV, and any other rules or instructions presented to you on a computer or mobile device, apply.

### IV.2. Access

We may require joint accountholders to have unique usernames, passwords, and other security devices or credentials to access Online Banking Services and Mobile Banking Services. If you give someone your Online Banking or Mobile Banking Service username, password, and/or other security devices or credentials (collectively, "credentials") we will consider you to have given them permission to access

your HMBradley Account. With this permission, you are responsible for all transactions that such person performs using your credentials until you notify us that you are withdrawing such permission. To help with security, log out of each Online Banking Services or Mobile Banking Services session and close your browser.

#### IV.3. Transactions and Services Available

Subject to the terms of this Agreement, you may use the Online Banking Services and Mobile Banking Services to access, use, and manage your accounts for the following transactions and services, including:

- Opening and funding accounts
- Electronically depositing checks into your account (Mobile Banking only)
- Viewing account balances
- Transferring funds between accounts at the Bank
- Transferring funds to or from accounts at other financial institutions
- Receiving account statements
- Receiving banking alerts
- Canceling or Stopping Payment on pre-authorized (recurring) debit transactions
- Disputing transactions
- Communicating with us
- Updating your profile information

These Online Banking Services and Mobile Banking Services are more fully described on [www.hmbradley.com](http://www.hmbradley.com) and may change at our sole option.

#### IV.4. System Maintenance

Online or mobile access to your accounts may not be available because of system maintenance or circumstances beyond our control. In that event, you can email Customer Service at [support@hmbradley.com](mailto:support@hmbradley.com).

#### IV.5. Online and Mobile Banking Alerts

##### (a) Alert Types

You may choose to receive certain email or text alerts related to your HMBradley Account, such as available balances or when you have insufficient funds in your account. By entering a mobile number, you represent that you are the accountholder or have accountholder's permission to do so and that the email address or telephone number belongs to you. We will provide you a list of the kinds of alerts, if you choose to receive such alerts. We also may send you alerts concerning your account, such as when we receive notice that you changed your password, we receive an address change on your account, when we suspect fraud on your account, when you have a recurring ACH payments drawn against your

account, or for other reasons to protect your account or us. We may use the telephone number or email address we have in our records to send you alerts.

#### (b) Information We Send and Your Responsibilities

We do not include your password in alerts, and we truncate your HMBradley Account number. We may send you alerts without encrypting them and may include your name and information about your account (s), including your account balance, payee names, or transaction amounts. We are not liable for any delay or for failing to send an alert or for failing to include information in an alert or for the content of the alert. The alert is intended to give you notice of some action on your account and you are responsible for confirming the correctness or authorization for the action involving your account. Account alerts and text banking are provided for your convenience and do not replace your monthly statement, which is the official record of your account. Your balance may not reflect all transactions, including recent debit card transactions or pre-authorized recurring ACH payments not yet due. We will send alerts or text banking messages through your service provider, who will act as your agent and deliver them to you. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless, or Internet provider; technology failures; and system capacity limitations. The information we send may include personal or confidential information about you, such as account activity or the status of your account. You understand we are not liable for losses or damages from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in alerts or information sent through text banking. If we suffer a loss, cost, or expense because you provided an incorrect telephone number, email address or other delivery point, or you violated applicable laws, you have to pay that amount to us.

#### IV.6. Messaging Services by Short Message Service (SMS)

You may communicate with us by SMS text. If you do so, you are responsible for any legal liability arising out your SMS text. If your SMS text violates the requirements of this Section 4.06, we will notify you and we may investigate the allegation and request you remove the SMS text. If you refuse the request, we may block your SMS text and either suspend or terminate your ability to send SMS messages. We will not be liable for any damages you incur because of any such removal, suspension, or termination. You will not use SMS to transmit or disseminate any:

- Junk mail, spam, or unsolicited material to persons who have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material;
- Material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its customers or subscribers;
- Material or data that is illegal, harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or the transmission of material in which could diminish or harm our reputation or any third-party service providing SMS messaging services;
- Material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco and vaping products), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-

related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier;

- Viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information;
- Material or information that is false, misleading, or inaccurate;
- Material that would expose us or any third-party service in providing the SMS messaging services to liability;
- Any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to our equipment or facilities, SMS messaging services, or any third party; and
- Any additional or supplementary content identified by a SMS network operator or related service provider from time to time as being prohibited content.

We also may suspend the SMS messaging services if: (a) we are obliged or advised to comply with an order, instruction, directive or request of a governmental body or network operator which requires it to do so; (b) we have a good faith reason to believe that you are in breach of any of your obligations under this Agreement; or (c) any network operator or other service provider suspends SMS messaging services.

We may terminate SMS messaging services upon thirty (30) days written notice (or such shorter period as may be imposed on us by a governmental body or service provider) if any of the following makes the provision of the SMS messaging services illegal, contrary to a law, regulation, or the Mobile Marketing Association Code of Conduct, or prohibitively difficult or expensive for us: (1) any modification to our existing network operator contracts or our provider for the SMS messaging services, (2) any modification to the Mobile Marketing Association Code of Conduct that adversely affects our ability to provide SMS messaging services, or (3) any change in law that prohibits SMS messaging services or makes the provision of such services economically prohibitive to provide.

Notwithstanding anything in the Agreement to the contrary, you agree that other parties transmit messages and content over various third-party networks and systems and we are not responsible for the confidentiality, privacy or data security of any of your information or data (including personal information) or under other confidentiality, privacy or data security laws, rules, regulations, guidelines or obligations related to your information or data if such information or data is provided to a network operator or other service provider upon which the provision of the SMS messaging services is dependent.

SMS messaging services are specific to US telecommunications carriers only and do not include international service. Alerts received as text messages on your mobile phone may incur a charge from your mobile service provider. We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control (such as system failures or misdirected delivery). We do not guarantee the delivery of alerts or the accuracy of the contents of any alert and are not responsible for any actions taken or not taken by you or any third party as the result of an alert.

## IV.7. Remote Check Deposit Using Mobile Banking Services

### (a) Generally

Remote check deposit allows you to make deposits to your HMBradley Account by making and transmitting images of physical checks in the manner we require. If we accept the check image for deposit, we will forward the check for payment to the payor bank by presenting the image or converting the image to a substitute check. You are required to retain and safeguard the original paper check when you use remote check deposit. You agree that items submitted using remote deposit capture using mobile banking services are not subject to the [Funds Availability Policy](#) until we accept them for deposit. Items forwarded to us using remote deposit capture generally will be available by the next business day after the date the item was delivered to us by remote deposit capture and we may apply additional delays on the availability of funds from the items based on any factor we determine in our sole discretion.

### (b) Eligibility

We will determine if you are eligible for remote check deposit and may suspend or terminate your use of the service at any time without prior notice to you. If you violate the terms of this Agreement, we also may close your HMBradley Account.

### (c) Fees

We do not charge fees for remote check deposit, but if you deposit a check that is returned to us unpaid, we will charge a fee. See [Fee Schedule](#) in Article X.

### (d) Limits

The maximum amount you may deposit through remote deposit capture using Mobile Banking Services is \$2,500 per day, or \$10,000 in any statement cycle. We may allow remote deposit capture of items that exceed these limits, and if we do so, we may increase or decrease that amount (but not below the disclosed limits) without notice. We may temporarily reduce your limits below these disclosed limits without notice for security reasons. We may increase or decrease these limits any time in our discretion by posting new limits in the Mobile Banking Services application. We may increase or decrease these limits based upon our experience with you, your available account balance, and other factors. You agree we may modify these limits and impose limits on the number of deposits that you transmit using remote deposit capture anytime and we will notify you as required by law.

### (e) System Requirements, Image Quality and Item Processing

You must use a mobile device capable of working with Mobile Banking Services to be able to deposit checks. Each image of a check you attempt to deposit using remote check deposit must be legible and if your mobile device does not produce acceptable check images, we may reject your deposit. We are not responsible for problems with your equipment or internet connections even if you are using equipment that meets our technical requirements.

### (f) Checks that Will Not Be Accepted for Remote Check Deposit

We may, in our sole discretion, refuse to accept any check image you submit using remote check deposit and you agree that you will only deposit "checks," as that term is defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229. You will not attempt to deposit: (1) any check that has been altered; (2)



checks that have previously been presented for payment or deposit at another financial institution or with us; (3) checks not payable in U.S. currency; (4) checks from financial institutions located outside the U.S.; (5) [substitute checks](#), as defined in 12 CFR Part 229 (see [Article VII](#) of this Agreement;) or (6) travelers' checks, money orders, savings bonds, postal money orders and other non-negotiable instruments.

#### (g) Representations and Warranties

For each check you submit by remote check deposit, you represent and warrant the following:

- Each check image is a complete and accurate representation of the front and back of a negotiable check;
- You are entitled to enforce the image, all signatures on the check image are authentic and authorized, neither the original check nor the check image has been altered, neither the original check nor the check image is subject to a defense or claim in recoupment of any person against you, and you have no knowledge of any insolvency proceeding involving the maker of the original check;
- The image is not of any of the prohibited items listed in [Section 4.07\(f\)](#) of this Agreement;
- Each check image meets our image quality standards, as we specify from time to time;
- The original check used to create the image has not been previously deposited, cashed, duplicated or used to create another image or electronic fund transfer;
- You will not transfer or negotiate the item or any substitute check, as defined in [Article VII](#) of this Agreement, or any other image of the item, after you have scanned it for remote deposit capture;
- The original check or an image created from the original check will not be deposited, cashed, duplicated or otherwise used to create another image or electronic fund transfer; and
- No subsequent transferees of your check image, or any substitute check created from your check image, including the Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will incur a loss because the check image or substitute check was presented for payment or returned instead of the original paper check.

#### (h) Indemnification

In addition to the other indemnification provisions in this Agreement, you agree to indemnify, defend and hold us and HMBradley, Inc. harmless from and against any and all claims, demands, damages, liabilities, expenses (including reasonable attorneys' fees) or other loss that arises from or relates to your use of remote check deposit or your breach of the representations, warranties or covenants set forth in [Section 4.07\(g\)](#) of this Agreement.

#### (i) Endorsement

You must endorse all checks deposited by remote check deposit with the restrictive endorsement "for remote deposit only" and you and all payees of the check must endorse the back of the original check before it is imaged. If the check image is not endorsed properly, we may decline to accept the check for deposit.

#### (j) Confirmation of Receipt of Check Image

We will consider a check image received when we provide you a confirmation receipt that we have received your check image. Even though we confirm receipt of your check image, we will review it before we present it for payment, and we may reject it for any reason. When we send you a confirmation receipt we are not representing or warranting that the check image will be presented for payment or will be honored by any paying bank. If we reject the image, we will notify you.

#### (k) Unauthorized Uses of Remote Deposit Capture

You may not use remote deposit capture to: (i) send emails, instant messages, text messages or other communications in an illegal manner including but not limited to creating or sending hoax e-mail or chain e-mail, sending unsolicited commercial e-mail or bulk e-mail (aka spam or spamming), harvesting e-mail addresses, using open proxies or relays to allow spamming, impersonating someone else (aka spoofing) or falsifying message header information; (ii) gain unauthorized access to computer systems or engage in security attacks of any kind, including but not limited to security attacks against trust (such as e-mail spoofing, password cracking, IP spoofing and DNS poisoning), against confidentiality and integrity (by using malware such as computer viruses, worms, Trojan horses, rootkits, keyloggers, spyware or other malicious programs and code), or against availability (such as denial of service and e-mail bombs); (iii) corrupt, modify or intercept electronic communications intended for any other person or entity; (iv) interfere with or disrupt the operation of the remote deposit capture services; or (v) conduct or engage in any illegal business or activity, infringe any third party intellectual property rights, collect, copy or process information in a way that breaches data protection laws or leads to a wrongful breach of privacy, or create, distribute, process or view any defamatory, obscene, indecent, pornographic, racist, sexist or otherwise discriminatory, misleading, deceptive, fraudulent or otherwise objectionable, offensive or illegal material.

#### (l) Retention of Original Check

After the legal amount of the check image is credited to your HMBradley Account, you should store the check securely to prevent any further unauthorized negotiation. You may not present the original check, or any image or substitute check created from the original check, for payment at any other financial institution. You must make the original paper check available to us for review to facilitate the check collection process, address third party claims, or for our own audit purposes. If you fail to produce the original paper check to us if we request it within 60 days after the legal amount of the check image is credited to your account, you authorize us to deduct the amount of the check in question from your account and pay any associated fees.

#### (m) Substitute Check, Images or ACH Payments

We may convert checks you deposit through remote check deposit into substitute checks, images, or ACH payments or transfers. If your item is returned unpaid, we only will provide you a copy of the substitute check or image, or in the case of ACH payments or transfers, the ACH information.

#### (n) License

1. License Grant. If we or our licensors make any software available to you for use with the remote deposit capture service, we hereby grant you a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Services") for use only directly in conjunction with its permitted use of the remote deposit capture service.

2. Ownership. All rights, interest and title in and to the remote deposit capture service and associated content, technology, application, website(s), including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights except as granted in this Section 4.07(n). Your use of the remote deposit service using the licenses granted to you is subject to and conditioned upon your adherence to this Agreement and any breach of this Agreement immediately terminates your right to use remote deposit capture services.
3. Installation and Maintenance. You are solely responsible for the installation, training and maintenance of the Services. It is your responsibility, not ours, to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.
4. Patent Infringement. If the Services are reasonably likely to become the subject of a claim of infringement, you will allow us, at our option and expense, to replace the Services with a non-infringing alternative, modify the Services so that they become non-infringing or terminate the license granted to you under this Section 4.07(n).

(o) Termination of Service.

We may terminate remote deposit capture services and the Services anytime without notice to you, but your obligations, representations, indemnities and warranties to us under this Section 4.07(n) will survive termination.

#### IV.8. Adding Debit Card to a Mobile Wallet Service

(a) Mobile Wallet Service Described

A mobile wallet service (“mobile wallet”) allows you to add your debit card(s) to an application provided by a third party using a mobile device. The mobile wallet assigns a digital number or token associated with your debit card number. You may use your mobile device to make payments only where the mobile wallet is accepted. Neither the Bank nor HMBradley provides or operates the mobile wallet service and is not responsible for any failure or inability to perform a transaction using the mobile wallet. The Bank and HMBradley only are responsible for supplying information securely to the mobile wallet provider to allow use of the debit card in the mobile wallet.

(b) Eligibility

Only debit cards associated with active HMBradley Accounts in good standing may be added to a mobile wallet. If your HMBradley Account is in a negative status, is used for fraudulent transactions, or we determine your account is being maintained in an unsafe manner, we may remove your debit card from the mobile wallet without prior notice and you may no longer use your debit card in the mobile wallet. We reserve the right to refuse any transaction for any reason.

(c) Message and Data Fees

Message and data rates may apply from your wireless service providers and wireless carriers, which might impact your use of the mobile wallet. Your mobile service carrier or provider may impose data usage or text charges for your use of, or interaction with, the mobile wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the

software or other products and services provided by the mobile wallet. You are responsible for all such fees, limitations, and restrictions. Message and data rates may apply to these texts and messages.

(d) Account Authority/Accurate Information

You represent that you are authorized to transact on the HMBradley Account and provide other financial information that may be accessed using the mobile wallet. You represent and agree that all information you provide regarding the mobile wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the mobile wallet. You agree not to misrepresent your identity or your account information.

(e) Privacy and Security

Once you add your debit card to a mobile wallet, we are responsible for securely transmitting your information to your mobile wallet service provider. Your information is sent only through secure channels. You agree that we may share your information with the mobile wallet provider, a payment network, and others to provide the services you request, to make information available to you about your debit card transactions, and to improve our ability to offer mobile wallet services. We do not control the privacy and security of your information that may be held by the mobile wallet provider, which instead is governed by the privacy policy given to you by the mobile wallet provider. You agree not to leave your mobile device unattended while logged into the mobile wallet and to log off immediately at the completion of each session. You agree not to provide your password or other access information to any other person. You agree to provide us with immediate notice if you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations regarding your debit card. You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using the mobile wallet. We may make personal identifying information available: (1) when ordered by a court or other legal authority or when it is lawfully permitted or required; (2) when we provide information pursuant to contracts with vendors and partners to make products and services available to our customers (and for no other purpose); or (3) when you request or consent to the disclosure of information.

(f) Changes in Mobile Wallet Terms and Conditions

Except when prior notice is required by law, we may change these terms and modify or cancel the eligibility to use your debit card with a mobile wallet service. You cannot change these terms, but you can remove your debit card(s) from the mobile wallet. These terms will govern all transactions that occurred on your debit card before you removed it from the mobile wallet.

(g) LIMITATION OF LIABILITY; NO WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MOBILE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND NETIHER WE NOR HMBRADLEY ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. NEITHER WE NOR HMBRADLEY MAKE ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.

#### IV.9. Additional Provisions Concerning Hardware and Software for Mobile Banking Services

##### (a) Hardware

Neither the Bank nor HMBradley represent or warrant the performance or operation of any mobile device. You select a mobile device and any issues relating to the operation, performance, and costs associated with the device are among you, your wireless telecommunications provider, and the person or entity who sold or provided you with the device.

##### (b) Software and Application Limitations

We may update the software and applications running Online Banking Services and Mobile Banking Services any time and your continued use of the Online Banking Services and Mobile Banking Services constitutes your acceptance of any upgrades to the software and applications. We will not be responsible for the loss of any personal settings, dropped connections, disabled features, disabled or suspended alert messages, or service interruptions resulting from an upgrade, maintenance or any reason. It is your responsibility to review your HMBradley Account to confirm the balance and the status of all transactions.

##### (c) Fees

We currently do not charge fees for using Mobile Banking Services, but your wireless telecommunications provider for your mobile device and other third party service providers that you use may charge fees, including fees for data storage, to transmit data between your mobile device and the Mobile Banking Services applications and browsers, and roaming.

##### (d) Software License

You agree to use software that we provide to you only to use the Mobile Banking Services and we and HMBradley hereby grant you a limited, personal, non-exclusive, non-transferable license to install the software on your mobile device. You have no ownership interest in the software and may not: (1) copy, decompile, reverse engineer, attempt to derive the source code of, modify, or create derivative works of the software, any updates, or any part thereof; (2) rent, lease, lend, sell, redistribute, or sublicense the software; or (3) otherwise exercise any other right to the software not expressly granted in this Agreement. The Bank and HMBradley may use a third party to provide software to support Mobile Banking Services. Either the Bank or HMBradley may terminate the software license grant at any time by providing notice to you or disabling your use of the software used to operate Mobile Banking Services.

#### IV.10. Privacy When Using Mobile Banking Services

Mobile Banking Services necessarily involves electronically transmitting personal financial information across the networks of your wireless telecommunications provider. Because neither the Bank nor HMBradley operate or control the wireless networks used to access Mobile Services, neither of us guarantee the privacy or security of wireless data transmissions. For mobile devices, the browser generally is pre-configured by your wireless telecommunications provider so you should understand their privacy and security practices. When the Bank or HMBradley receives your HMBradley Account data or information, we will maintain it in accordance with our [Privacy Policy](#).

## V. Electronic Funds Transfers

### V.1. Types of Electronic Funds Transfer (EFT) Services

#### (a) Debit Cards

##### *(i) Card Issuance*

You agree that we can automatically issue you a debit card to access your HMBradley Account, but it is not necessary to activate the card to keep your account open. You cannot use a debit card to transfer money into or out of your HMBradley Account until we have validated it. If you do not want to use the debit card, please destroy it at once by cutting it in half.

##### *(ii) Network Availability and Third-Party Fees*

You can use your debit card to withdraw cash and check your balance in the network shown on your debit card. Although we do not charge a fee if you use your debit card at an ATM, the ATM owner/network may charge a fee for any activity (including withdrawals, balance inquiries and transfers). We will deduct these third-party fees from your HMBradley Account to pay the ATM owner and network charges and show them on your account statement.

##### *(iii) Safeguarding Your HMBradley Account and Limiting Your Liability*

Never give your account number and PIN to anyone and do not write the PIN on anything that is not kept safe and apart from your debit card. You can change your PIN or request a new PIN at [help.hmbradley.com](http://help.hmbradley.com). Tell us AT ONCE by contacting us at [help.hmbradley.com](http://help.hmbradley.com) if you believe your debit card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. You could lose all the money in your HMBradley Account. If you tell us within 2 [business days](#) after you learn of the loss or theft of your cards, you can lose no more than \$50 if someone used your debit card without your permission.

If you do NOT tell us within 2 [business days](#) after you learn of the loss or theft of your cards, and we can prove we could have stopped someone from using your cards 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 or other means, tell us at once. If you do not tell us within 60 calendar days after the statement was mailed to you, you may not get back any money you lost after the 60 calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

##### *(iv) Foreign Currency Conversions*

If you convert an international currency transaction to U.S. dollars at an ATM or on a debit card purchase, you may incur foreign currency commissions and fees from other third parties, which may be included in the exchange rate charged by third parties.

##### *(v) Using Debit Card at Merchants*

You can use your debit card at participating merchants to:

1. Purchase Goods and Services. Purchases are deducted from your primary checking account. If you make recurring payments to a merchant or service provider, you must

notify the merchant or service provider if your card number or expiration date changes or your debit card is closed or inactive.

2. Withdraw Cash While Making a Purchase (If Available). If the merchant at a point of sale permits you to withdraw cash while using your debit card, the merchant may ask you to provide your PIN; and
3. Send or receive payments to or from another person.

*(vi) Limits on Withdrawals at ATMs and with Debit Card*

To protect your account balance, we place a daily dollar limit of \$400 on ATM withdrawals, even if your available balance is higher than the daily limit. However, we may allow transactions that exceed your limits, temporarily reduce your limits without notice for security purposes, or change your limits by notifying you in advance. We may restrict your debit card transactions if we believe your HMBradley Account is inactive or dormant.

**(b) Electronic Transfers Using Account Number and Routing Number**

You may authorize a third party to transfer funds to (direct deposit) or from (preauthorized EFTs) your HMBradley Account by providing the third party with your account number and our routing number. These include transfers for: (1) employer payroll, government benefits or other direct deposits; (2) one-time or recurring charges to your account; and (3) “check conversion” transfers, where a merchant or other payee uses the information from your check to create an electronic funds transfer from your account. If you instruct us to send a funds transfer, such as a wire or ACH payment, we may rely on any bank number or account number you provide. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or accountholder identified by number, we may rely exclusively on the number to the extent permitted by applicable law or rule.

**(c) Online Banking and Mobile Banking**

You can use Online Banking Services or Mobile Banking Services to view your HMBradley Account information, transfer funds between accounts at the Bank, or make payments from your account to third parties. You can make deposits of checks using Mobile Banking Services. You can enroll for these services online on [www.hmbradley.com](http://www.hmbradley.com) and on a mobile device by downloading the Mobile Banking Services applications or browsers. See [Online Banking Services and Mobile Banking Services](#) terms and conditions.

**V.2. No Overdraft Transactions.**

We will not pay any ACH payment, one-time or recurring debit card transaction (and notify the merchant or payee) or permit an ATM withdrawal if your available balance is less than the amount of that item plus all other items received but not yet paid. When we give authorization to a merchant for your purchase, your available balance will decrease, but the authorization will not prevent certain items, such as ACH payments and other items, from posting to your HMBradley Account, which will deduct those amounts from your available balance. You must keep sufficient funds in your HMBradley Account to pay for previously authorized debit card transactions not yet posted to your account, ATM withdrawals, other preauthorized EFTs, and the amounts of outstanding merchant authorizations on your debit card. We will not charge you a fee for declining a one-time purchase with your debit card or an ATM withdrawal request, but we will charge you an [Overdraft Fee](#) (only one per day) if there are not sufficient funds to

pay for recurring purchases with your debit card, an ACH payment or a wire transfer request. We may use the funds from any subsequent deposits to your HMBradley Account to pay any fees for declining to pay recurring purchases with your debit card, ACH payment and wire transfer requests. Subsequent deposits include any federal or state benefit payments that you choose to deposit in any HMBradley Account (including direct deposit of Social Security benefits). You agree to promptly make sufficient deposits to bring the account balance positive and pay all costs and expenses we incur in collecting any overdraft, including the Overdraft Fee. See [Fee Schedule](#) in Article X for the amount of the [Overdraft Fee](#).

### V.3. [Important Information and Agreements Concerning Your Debit Card](#)

#### (a) [Authorizations and Holds.](#)

When we authorize a purchase for a merchant, we will place a hold on your account balance for the amount of the authorization. Your transaction may post to your HMBradley Account before or after we release the authorization hold. We may refuse to authorize a transaction, because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (examples include self-service fuel, hotel charges, and rental car deposits). If the authorization hold is not exactly the same as your actual purchase amount, we may retain the hold after your purchase amount has been deducted from your account balance until we can reconcile the amounts, dates, authorization hold, and the merchant. We will pay the purchase amount from your account balance when the merchant sends it to us, even if the hold has expired.

#### (b) [Canceling Your Debit Card](#)

We may cancel your debit card at any time without notifying you. You may cancel your card by notifying us at [help.hmbradley.com](mailto:help.hmbradley.com) and providing the number of your HMBradley Account and the number on your debit card. If you cancel your debit card, please destroy it so it cannot be used to make purchases.

#### (c) [We May Refuse Transactions](#)

We may refuse to authorize any transaction when your debit card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity involving the debit card or your HMBradley Account. If you freeze your card, we will stop authorizing everyday debit card transactions and ATM withdrawals but may still authorize recurring debit card transactions. When we issue you a debit card it is not activated and cannot be used to make purchases until you activate it.

#### (d) [Foreign Exchange Transactions](#)

The network that processes a transaction in a different currency will select the exchange rate to apply to the purchase from the range of rates available in wholesale currency markets or a rate mandated by the government that issues or controls the currency in that country on the date the network processes the transaction. The date you used your card may be different than the processing date on which the exchange rate is applied. The exchange rate may include a spread, commission or other cost that our third-party providers charge to provide a foreign exchange to you. The exchange rates may be less favorable than the most favorable rates for foreign currency transactions quoted online or in publications, such as *The Wall Street Journal*.

#### (e) [Choice to Select “Debit” or “Credit” at Point-of-Sale Terminals](#)

If a merchant asks you to select “debit or credit” at the terminal when you make a purchase, both selections will authorize your purchase amount to be deducted from your HMBradley Account. If you



select “debit”, you must enter your PIN. If you select “credit”, the merchant may require you to provide a signature.

#### V.4. Preauthorized (Recurring) Electronic Funds Transfers and Stop Payments

##### (a) Preauthorized (Recurring) EFTs.

You may use your debit card, access your HMBradley Account online, or access your account on Mobile Banking Services to make preauthorized payments.

##### (b) Notice of Preauthorized EFTs Varying in Amount.

If a preauthorized EFT from your HMBradley Account will vary in amount from the previous transfer under the same authorization or from the preauthorized amount, the designated payee should send you a written notice of the amount and date of the transfer at least 10 days before the scheduled date of transfer. You may get this notice from your payee 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.

##### (c) Notice of Recurring Preauthorized Transfers to Your HMBradley Account by Another Financial Institution.

When a person, at least once every 60 days, initiates a preauthorized EFT to your HMBradley Account with us and the payor does not give you notice that the transfer has been initiated, you can check your account balance by logging in on [www.hmbradley.com](http://www.hmbradley.com) to see if the transfer occurred. We will credit your HMBradley Account on the date that we receive the funds for the transfer.

##### (d) Stopping EFT Payments.

###### 1) Stopping Debit Card Payments

You can stop debit card payments before the scheduled payment date if you contact us at [help.hmbradley.com](http://help.hmbradley.com) and provide your card number for the recurring transfer. To stop the debit card recurring payment, we may cancel the debit card. A cancellation of the debit card will cancel all recurring payments using the debit card. You can request a new debit card to replace the cancelled debit card.

###### 2) Stopping Preauthorized EFTs and ACH Payments

If you provided your HMBradley Account number and routing number to a payee for ACH direct debits from your account (a preauthorized EFT for either recurring or one-time payments), to stop payment you may contact us at [help.hmbradley.com](http://help.hmbradley.com) at any time up to three (3) [business days](#) before the scheduled date of the preauthorized EFT. You must provide your HMBradley Account number, the exact amount of the payment or the range of amounts, and the exact name of the payee. We may require you to send us written confirmation of the stop payment of a preauthorized EFT within 14 days of an oral notification. If you want to stop a named payee from making ACH direct debits from your HMBradley Account, you can instruct us to do so.

###### 3) Using Website and Mobile Applications to Avoid Stop Payment Fees

You can use [www.hmbradley.com](http://www.hmbradley.com) or Mobile Banking Services to cancel pending and future payments of your recurring or one-time bill payments or transfers. We do not charge any fees for cancelling pending or future payments using these services.

## V.5. Notice of Suspected Errors or Questions about Your Electronic Funds Transfers

### (a) Your Responsibilities to Notify Us About EFT Errors.

Contact us immediately at [help.hmbradley.com](http://help.hmbradley.com) if you think there is an error on your HMBradley Account statement. The term “error” means: (1) an unauthorized electronic fund transfer; (2) an incorrect electronic fund transfer to or from your HMBradley Account; (3) the omission of an electronic fund transfer from a periodic statement; (4) our computational or bookkeeping error relating to an electronic fund transfer; (5) your receipt of an incorrect amount of money from an ATM or electronic terminal; or (6) an electronic fund transfer not identified on your periodic account statement or as a preauthorized transfer. You may request from us receipts for transactions at electronic terminals, periodic statements, notices of preauthorized electronic transfers, or additional information or clarification concerning an electronic fund transfer to determine if an error exists. To limit your liability for unauthorized EFTs, you must notify us within 60 calendar days from the date we provided you the first statement on which the error or unauthorized transaction first appeared.

### (b) Information You Must Provide Us Concerning the Error.

You also must provide us with the following information so we may investigate the error:

- Your name and the HMBradley Account number;
- A description of the error or the transaction in the periodic account statement about which you are concerned;
- Why you believe an error exists, including the type, date, and amount of the error.

### (c) Our Obligations to Investigate.

#### *(i) Ten business-day Period to Complete Error Investigations.*

We will investigate to determine whether an error or unauthorized transaction occurred within 10 [business days](#) after you notify us [help.hmbradley.com](http://help.hmbradley.com) and will correct any error or reverse an unauthorized transaction within one (1) business day of determining the error occurred.

#### *(ii) Extending Time When Investigations Cannot Be Completed in Ten Business Days.*

If we cannot complete the investigation of a suspected error within ten (10) [business days](#), we may take up to 45 calendar days from the receipt of your error notice to investigate the suspected error and determine if an error occurred. If we use the additional 45 calendar days to investigate, we will provisionally credit your account within 10 [business days](#) for the amount of the alleged error (including interest if your account is eligible to earn interest) and notify you of the provisional crediting within two (2) [business days](#) after so doing. We will correct any error within one (1) [business day](#) after determining the alleged error occurred. We will notify you of our final decision within three (3) [business days](#) after completing our investigation. During our investigation, you will have full use of the funds alleged to be in error.

#### *(iii) Special Rules for New Accounts.*

If the notice of error involves an electronic fund transfer to or from your HMBradley Account within 30 calendar days after the first deposit to the account was made, we have 20 [business days](#) from the receipt of your error notice to investigate the suspected error and determine if an error occurred. If we cannot

complete the investigation within 20 [business days](#), we may take up to 90 calendar days from receipt of a notice of error to investigate the error; *provided* we provisionally credit your HMBradley Account, correct the error, and send the notices to you as required by [Section 5.05\(c\)\(ii\)](#) of this Agreement.

*(iv) POS Debit Card and Foreign Debit Card Transactions*

If the error: (a) involves an electronic fund transfer that: (i) arose from a point-of-sale debit card transaction or (ii) was initiated by a debit card transaction outside the U.S. and (b) we are unable to complete our investigation within 10 [business days](#), we may take up to 90 days from receipt of a notice of error to investigate and determine whether an error occurred; *provided* we provisionally credit your HMBradley Account, correct the error, and send you the notices required by [Section 5.05\(c\)\(ii\)](#) of this Agreement.

*(v) Written Confirmation of Oral Notice of Error*

If you contact us to report a suspected error, we may require you to send us your notice or question in writing at [help.hmbradley.com](mailto:help.hmbradley.com) within 10 business days of your call. If we do not receive your written notice within 10 [business days](#) of your oral notice of suspected error, we may not provisionally credit your HMBradley Account for the amount of the suspected error.

*(vi) If We Determine No Error or Different Error Occurred*

If we decide that there was no error or the transaction was authorized, we will send you a written explanation and reverse the provisional credit (which will reduce your available balance in your HMBradley Account). You may ask for copies of the documents that we used to complete our investigation. If we reverse the provisional credited amount to your HMBradley Account, we will notify you of the date and amount of the debit and will honor all payments to third parties and preauthorized transfers from your account for five (5) [business days](#) after the notification.

V.6. [ACH Payments and NACHA Rules](#)

You acknowledge that we process all ACH payments and transfers under the Operating Rules of the National Automated Clearing House Association (NACHA) and we are bound by and comply with the NACHA rules.

VI. [Funds Availability Policy and Disclosures](#)

VI.1. [Same Day Availability](#)

Funds from domestic wire transfers received by 7:00 p.m. ET, and funds from international wires received by 5:00 p.m. ET are available on the same business day we receive finally available collected funds and information on the HMBradley Account and amount to be credited.

VI.2. [Availability of Check Deposits; Generally](#)

We will delay the availability of funds from your deposits in accordance with Sections [6.03 \(Next-Day Availability\)](#), [6.04 \(Second-Day Availability\)](#), and [6.05 \(Longer Delays May Apply\)](#) of this Agreement and you will not be able to withdraw the funds and we will not use the funds to pay your debit card transactions, wire transfers, ACH payments or other payment orders. The delay is counted in [business days](#) from the date of your deposit. We will not accept cash deposits. Check deposits can only be made using Mobile Banking Services. Check deposits made via Mobile Banking Services by 7:00 p.m. ET on a

business day we are open will be considered deposited that day. Check deposits made via Mobile Banking Services after 7:00 p.m. ET on a business day we are open will be considered deposited the next business day. Notwithstanding the requirement to make deposits available in the time specified in this Article VI of this Agreement, nothing prohibits us from requiring prior notice of withdrawal from a negotiable order of withdrawal account or other laws and regulations that require credit payments be available to you for withdrawal.

### VI.3. Next-Day Availability

Funds from checks drawn on the Bank, U.S. Treasury checks payable to you, ACH credit transfers, international wire transfers received after 5:00 p.m. ET, and domestic wire transfers received after 7:00 p.m. ET are available on the first business day after the day of your deposit.

### VI.4. Second-Day Availability

Except for \$225, the proceeds of check deposits from: (a) U.S. Postal money orders deposited, (b) state and unit of general local government checks payable to you (c) cashiers', certified and teller's checks payable to you, (d) checks payable to you and drawn on financial institutions other than the Bank, and (e) checks drawn on a Federal Reserve Bank or Federal Home Loan Bank payable to you, will be made available for withdrawal by the second business day following deposit. \$225 from the deposit of these checks will be available to you on the first business day after the day of deposit.

### VI.5. Longer Delays May Apply

If we invoke one of the following exceptions to extend the availability schedule, we typically will provide notice to you at the time of the deposit (if we know the reason) or as soon as practicable (if we do not know the reason at the time of deposit). The notice will include: (1) a number or code that identifies your HMBradley Account, (2) the date of deposit, (3) the amount of the deposit that is being delayed, (4) the reason the exceptions was invoked, and (5) the time period within which the funds will be available for withdrawal. Longer delays for the availability of deposits for the following exceptions:

#### (a) New Accounts

During the first 30 calendar days from the day you open an HMBradley Account (an account is considered opened on the date you first deposit funds into the account): (i) funds from ACH direct deposits settled on the same day as the day of deposit and (ii) ACH credit transfers that you initiated from another financial institution that are settled on the same day as the day of deposit are available that same day. Funds from U.S. Treasury checks payable to you and deposited your check are available for withdrawal on the first business day after the date of deposit or receipt. Funds from the first \$5,525 of certain checks<sup>1</sup> deposited on a business day are available for withdrawal on the second business day after the date of deposit or receipt. Funds from these check deposits that are in excess of \$5,525 are available for withdrawal not later than the ninth (9<sup>th</sup>) business day following the banking day of deposit. During the new account period, we do not have to make available for withdrawal any funds from "on us" (on the Bank) checks and the first \$225 of the day's deposit. Other than for the kind of checks described in footnote 1 of below, there is no prescribed maximum time frame for other check deposits to new

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<sup>1</sup> (a) U.S. Postal money orders deposited in your account, (b) state and unit of general local government checks payable to you and deposited with a special deposit slip into your account, (c) cashiers', certified, traveler's and teller's checks payable to you and deposited with a special deposit slip into your account, (d) checks drawn on the Bank ("on us" checks), and (e) checks drawn on a Federal Reserve Bank or Federal Home Loan Bank payable to you and deposited into your account.

accounts. Consequently, we will hold these items until we are confident of their collectability.

(b) Large Deposits

We may hold the amount in excess of \$5,525 of all check deposits on a banking day for a reasonable period of time. If you have multiple accounts with us, we may apply this exception to the aggregate deposits to all accounts held by you, even if you are not the sole accountholder of the accounts and not all of the accountholders of the accounts are the same.

(c) Redeposited Checks

We may hold for a reasonable time the amount of checks that have been returned unpaid and you or we redeposit. Redeposited checks do not include: (i) checks that have been returned because of missing endorsements and redeposited after you or we provide the missing endorsements (if the reason for return from the payor bank states that it was returned because of a missing endorsement) and (ii) post-dated checks, if the reason for the return from the payor bank states that it was returned because it was post-dated and the check is no longer post-dated when it is redeposited.

(d) Repeatedly Overdrawn Accounts

We may hold for a reasonable amount of time the checks you deposit into your HMBradley Account or any combination of your accounts at the Bank that you have repeatedly overdrawn in the preceding six months. We consider your HMBradley Account to be repeatedly overdrawn if: (1) on six or more banking days within the preceding six months, your account available balance is negative, or the account available balance would have become negative if checks or other charges to the account had been paid; or (2) on two or more banking days within the preceding six months, the account available balance is negative, or the account available balance would have become negative, in the amount of \$5,525 or more, if checks or other charges to the account had been paid.

(e) Reasonable Cause to Doubt Collectability

We may hold for a reasonable amount of time the checks deposited into your HMBradley Account where we have reasonable cause to believe that the check is uncollectible from the payor bank. If we extend the time when funds will be available for withdrawal for this reason, but do not provide you with written notice at the time of deposit, we will not assess any fees for subsequent overdrafts or return of checks or other debits to the account if: (1) the overdraft or return of the check would not have occurred except for the fact that the deposited funds were delayed because we doubted the collectability of the checks and (2) the deposited check or checks were paid by the payor bank. We may assess an [Overdraft Fee](#) or [Returned Item Fee](#) if it includes a notice concerning overdraft and returned check fees with the notice of exception required in [12 CFR § 229.13\(g\)](#) and, when required, refund any such fees upon your request. The notice will state that you may be entitled to a refund of overdraft or returned check fees that are assessed if the check subject to the exception is paid and how you can obtain a refund.

(f) Emergency Conditions and Other Circumstances

We may hold for a reasonable amount of time the checks deposited into your HMBradley Account if there is (1) interruption of communications or computer or other equipment facilities, (2) a suspension of payments by another bank, (3) a war, or (4) an emergency condition beyond our control, if we exercise such due diligence as the circumstances require.

## VI.6. Payment of Interest

We will begin accruing interest on interest-bearing transaction accounts not later than the day we receive credit for the deposited funds. We will rely on the availability schedule of our correspondent bank to determine the time credit is actually received and accrue interest on funds deposited in interest-bearing accounts by checks that we send to paying banks or subsequent collecting banks for payment or collection based on the availability of funds we receive from the paying or collecting banks. We will not pay interest on funds deposited by a check that is returned unpaid.

## VI.7. Cash Withdrawal Limitation

The Bank limits withdrawals of your check deposits in cash at ATMs, electronic payment, or other irrevocable commitments to pay (such as authorization of on-line point-of-sale debit). In general, \$225 of a deposit is available for withdrawal in cash on the first business day after the day of deposit and \$400 of funds in withdrawals of cash at ATMs. Withdrawal at ATMs is limited to \$400 per day. Any remaining funds will be available for withdrawal in cash from ATMs (subject to the \$400 limit on cash from ATMs) on the following business day.

## VII. Substitute Checks and Your Rights

### VII.1. 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 HMBradley Account. However, you have rights under other law with respect to those transactions.

### VII.2. 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 (amount, not lower than \$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.

### VII.3. [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 [help.hmbradley.com](mailto:help.hmbradley.com). 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 and the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check)

## VIII. [Managing Your HMBradley Account](#)

### VIII.1. [Statements and Notices](#)

We will make a statement available for your HMBradley Account(s) during each statement period. The specific dates covered by your account statement will be on your statement. We will post your statements securely on [www.hmbradley.com](http://www.hmbradley.com) and you will be able to view and print copies for your records. Notices only will be sent or available electronically but will be in a form you can download or print. You agree that sending the statement or notice to one accountholder on your HMBradley Account qualifies as sending it to the other accountholder.

### VIII.2. [Telephone and Electronic Communication](#)

#### (a) [Recording and Monitoring](#)

You agree that we may record and monitor any of our telephone conversations with you. We may use your voice to verify your identity. When you give us your mobile number, we have your permission to contact you at that number about all of your HMBradley Accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may revoke your consent. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address. We will send all communications electronically, such as by email or text message.

### VIII.3. [Fees for Your HMBradley Account; Setoff](#)

#### (a) [Fees](#)

You agree to pay all fees applicable to your HMBradley Account. The [Fee Schedule](#) is set out in Article X of this Agreement and at <https://www.hmbradley.com>. We will notify you if we make changes by posting

a new Fee Schedule at [www.hmbradley.com](http://www.hmbradley.com). We may deduct these fees from your balance, even if the fee makes your balance negative.

#### (b) Setoff

If you owe a debt to us (either now or in the future), you grant us a right of setoff against all of your HMBradley Accounts to secure the debt. Debts include any overdrafts or fees you owe, as well as amounts owed us by another person if you have guaranteed that you will pay their debts. If the debt is due or overdue, we may use the funds in any of your HMBradley Accounts to pay all or part of the debt. If your HMBradley Account is a joint account, we may use the funds in the joint account to pay the debt of any accountholder. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits). If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. The right of setoff does not apply if the debt is created under a personal credit card plan. If any federal benefits or other payments are deposited to your HMBradley Account after you become ineligible to receive them, we may setoff against any of your HMBradley Accounts to recover the payments if we are obligated to return funds to the payor.

#### VIII.4. Closing Your HMBradley Account

Either you or we may close your HMBradley Account at any time for any reason or no reason without prior notice. We are not required to close your HMBradley Account at your request if you have pending transactions, the account is overdrawn or your account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order). In those events, we will restrict your account against all future withdrawals other than under legal process until pending transactions are paid or returned, the balance is no longer negative, and any legal restriction has been released. After we restrict your HMBradley Account in preparation for closing, we will not pay any additional interest on the account. We may automatically close your HMBradley Account if the balance is \$0 or negative. We may send you electronic notice that we have closed or will close your HMBradley Account and return the balance less any fees, claims, setoffs or other amounts if the balance is greater than \$1. After your HMBradley Account is closed, we have no obligation to accept deposits or pay any outstanding items. We will have no liability for refusing to honor any item on a closed account. We may advise consumer reporting agencies and other third-party reporting agencies of HMBradley Accounts closed for misuse, such as overdrafts.

#### IX. Other Legal Terms

##### IX.1. Laws and Rules Governing Your HMBradley Account

###### (a) Governing Laws

This Agreement, all accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not preempted by federal law, the laws of the state of California. If any part of this Agreement is invalid or unenforceable, such determination will not affect the remainder of this Agreement.

###### (b) Indemnification and Limitation of Liability

You agree to indemnify and hold us harmless from any losses, damages, suits and expenses, of whatever kind, including reasonable attorneys' fees, which we may incur as a result of relying upon instructions



from you. You agree to comply with applicable law and to not use your HMBradley Account for unlawful internet gambling transactions or other illegal transactions or activity. Your agreement to comply includes United States economic sanctions laws and regulations, including those issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States. You agree to reimburse us for all claims, costs, losses and damages (including collection fees) we may incur with respect to occasions when you do not have sufficient funds in your HMBradley Account, or you have returned deposited items to your account. We are not liable to you for claims, costs, losses or damages caused by an event that is beyond our reasonable control (e.g., the acts or omissions of third parties, natural disaster, emergency conditions, government action, equipment or communications malfunction). We are not liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind. We reserve the right to limit access to your HMBradley Accounts, which can include temporarily or permanently disabling your debit card, removing your online access, restricting your account, dishonoring your checks and closing your accounts without prior notice to you unless prior notice is required by law. Our liability to you for a claim is limited to the face value of the item or transaction, or the actual value of any funds not properly credited or debited. In any lawsuit brought by you against us or by us against you, the prevailing party in the lawsuit is also entitled to recover reasonable attorney's fees and court costs from the non-prevailing party. This Indemnification and Limitation of Liability does not, in any case, reduce our liability to you as described in [Article V](#) of this Agreement relating to electronic fund transfers. Transactions in your HMBradley Account are also subject to applicable NACHA and Federal Reserve rules and regulations. You will not use your HMBradley Account to send or receive a payment using The Clearing House Association's Real-Time Payment network on behalf of anyone who is not a U.S. citizen or resident alien.

#### (c) Restricting Your Account; Blocking or Delaying Transactions

We may decline or prevent any or all transactions to or from your HMBradley Account to protect you or us, or to comply with legal requirements. We may refuse, freeze, reverse or delay any specific withdrawal, payment or transfer of funds to or from your HMBradley Account, or we may remove funds from your account to hold them pending investigation, including in one or more of the following circumstances:

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

We can assign and transfer your HMBradley Account information and documentation to a replacement account number at our discretion. We may make this assignment when your HMBradley Account is reported compromised by you or any accountholder. If we issue you a replacement account number, this Agreement governing you and your HMBradley Account will continue to apply, without interruption, as if

you retained the discontinued account number. We will have no liability for any action we take under this Section 9.01.

#### (d) Changes to the Agreement

We may change the terms of this Agreement, including fees and features of your HMBradley Account, at any time. If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

#### IX.2. Collecting Personal Information

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an HMBradley Account. We require your name, residential address, date of birth, and Social Security number or Taxpayer Identification Number and may require a driver's license or other federal or state government-issued identifying documents as a condition to your opening an HMBradley Account.

Our policies may require additional information about you, or any person associated with you or with the HMBradley Account when or after you open the account to assure that we comply with our legal requirements. We may restrict or close your HMBradley Account if we are unable to obtain information in order to satisfy our legal requirements. By opening an HMBradley Account with us, you confirm that you are not covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Assets Control.

#### IX.3. Illegal Activities

We strictly prohibit the use of any HMBradley Account to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," is defined in 12 CFR § 233.2(bb). You agree not to conduct any transactions through the HMBradley Account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits relating to internet gambling. You also agree not to use your HMBradley Account for any other illegal activity.

#### IX.4. Death or Incompetence of Accountholder or Sole Signer

Tell us immediately if an accountholder dies or is declared incompetent by a court. We may act as if both joint accountholders are alive and competent until we receive notice otherwise. After we receive notice of death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive the documents we request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an accountholder authorizes any transaction, but it is not presented for payment until after that joint accountholder dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are permitted to exercise our right of setoff against the funds credited to the balance of your HMBradley Account after your death. We have these rights even if a surviving joint accountholder has rights to the HMBradley Account.

#### IX.5. [Competing Claims](#)

If there are conflicting instructions or there is any dispute regarding your HMBradley Account, we may interplead the funds in a court of competent jurisdiction for resolution.

#### IX.6. [Authorization to Share Information](#)

You authorize us to share information about you and your HMBradley Account with HMBradley, Inc. and third parties, unless the law or our [Privacy Notice](#) prohibits us from doing so. Please see our [Privacy Notice](#) for your choices about information sharing.

#### IX.7. [Disputing Information Reported to a Consumer Reporting Agency](#)

If you believe that we have reported inaccurate or incomplete information about your HMBradley Account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by contacting us at [help.hmbradley.com](mailto:help.hmbradley.com). Provide your name, address and phone number; the HMBradley Account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.

#### IX.8. [Research, Legal Process and Requests for Information](#)

If we receive any legal process relating to you or your HMBradley Account, you and any joint accountholder authorize us to comply with it. "Legal process" means any document that appears to require us to hold or pay out funds from your HMBradley Account, including a garnishment, attachment, execution, levy or similar order. We do not have to determine whether the legal process was validly issued or enforceable. If a hold is in effect, we will continue to charge any applicable fees even though the HMBradley Account cannot be closed. As permitted by law, we will deduct from your balance a Legal Processing Fee or costs and expenses we incur in complying with the order, or both. If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your HMBradley Account, you will be liable to us for any loss, cost or expense (including attorneys' fees) resulting from our compliance with any legal process. If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your HMBradley Account, we are authorized to comply with it. If we are required to answer a subpoena or similar order requesting records of your HMBradley Account, we may charge you a Research Fee, less any amount we are paid by the person issuing the subpoena before we deliver our response.

#### IX.9. [Abandoned Property](#)

We will comply with state laws that govern when accounts are considered dormant and abandoned and send your funds to the state.

#### IX.10. [English Language](#)

The terms of this Agreement and the products and services we provide are governed by the English language.

#### IX.11. [Assignment of Agreement and Successors](#)

This Agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns. You may not assign, transfer or grant a security interest in

your HMBradley Account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we won't be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your HMBradley Account is subject to our setoff rights.

#### IX.12. No Waiver

If we fail to exercise any right, we do not waive that right or any other right, and we may still enforce all of our rights in the future.

X. Fee Schedule

Fee	Dollar Amount
Monthly Maintenance	\$0
Standard or Expedited ACH Transfer	\$0
Lost Debit MasterCard	\$0 for the first 2 lost cards; \$10 per card thereafter
Incoming Wire Transfers	\$0
Standard Bank Check	\$0
Cross-Border/Currency Conversion Transaction	\$0; Third party processors may include a fee in the currency conversion
Returned Deposit Item	\$0
Overdraft	\$35; Maximum Fee for all items returned in a day
Stop Payment Order	\$10
Rush Delivery of Debit Card or Other Items	\$15
Outgoing Wires (Only Domestic Allowed)	\$15
Legal Processing Fee	\$25
Research Fee and Related Copying	\$75 per hour for research; \$0.50 per page for copies

<b>FACTS</b>	WHAT DOES HM BRADLEY AND HATCH BANK DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ account balances and payment history</li> <li>▪ credit history and credit scores</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share

For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

To limit our sharing	<ul style="list-style-type: none"> <li>■ Request a phone call at <a href="http://help.hmbradley.com">help.hmbradley.com</a> - our menu will prompt you through your choice(s) or</li> <li>■ Visit us online: <a href="http://www.hmbradley.com/privacy">www.hmbradley.com/privacy</a></li> </ul> <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p>
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Questions?	<ul style="list-style-type: none"> <li>■ Contact us at <a href="http://help.hmbradley.com">help.hmbradley.com</a>, or</li> <li>■ Visit us online: <a href="http://www.hmbradley.com/privacy">www.hmbradley.com/privacy</a></li> </ul>
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## Who we are

Who is providing this notice?	HM Bradley, Inc., and Hatch Bank
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## What we do

How do you protect my personal information?	We use security measures to protect your personal information from unauthorized access and use. These measures include computer safeguards and secured files and buildings.
How do you collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"><li>▪ open an account or apply for a loan</li><li>▪ show us your driver's license or government-issued ID</li><li>▪ give us income information or wage statements</li></ul> <p>We also collect your personal information from credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"><li>▪ sharing for affiliates' everyday business purposes—information about your creditworthiness</li><li>▪ affiliates from using your information to market to you</li><li>▪ sharing with nonaffiliates who market to you</li></ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

## Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>▪ <i>We do not share with our affiliates</i></li></ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"><li>▪ <i>We share information with HM Bradley, Inc., a non-affiliated company, under a formal agreement to provide deposit and credit card products and services</i></li></ul>



Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>We may jointly market deposits and credit cards with HM Bradley, Inc. under formal agreements. We will only market other financial products and services to you if you expressly authorize us.</i></li> </ul>
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## Other Important Information

**State Laws**

**CA:** HMBradley Accounts with a California mailing address are automatically treated as if they have limited sharing with non affiliates.

**NV:** We are providing you this notice pursuant to Nevada law. You will not receive marketing calls from us. For more information, contact us at [help.hmbradley.com](mailto:help.hmbradley.com) with "Nevada Annual Notice" in the subject line or visit us at [www.hmbradley.com/privacy](http://www.hmbradley.com/privacy). You may also contact the Nevada Attorney General's office: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; telephone number: 1-702-486-3132; email [BCPINFO@ag.state.nv.us](mailto:BCPINFO@ag.state.nv.us).

**VT:** If your accounts has a Vermont mailing address, your HMBradley Account is automatically treated as if it has limited the sharing. For joint marketing, we will only disclose your name, contact information and information about your transactions.