

# Understanding Your Deposit Account

Privacy  
Terms and Conditions  
Arbitration Agreement  
Electronic Disclosures and Notices  
Electronic Transfers  
Funds Availability  
Substitute Checks  
Overdraft Policy  
Truth in Savings



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**FACTS****WHAT DOES UNITED COMMUNITY FINANCIAL CORP. ("UCFC") AND HOME SAVINGS 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>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and payment history</li> <li>• Transaction history and credit history</li> </ul>	
<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 UCFC and Home Savings chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does UCFC and Home Savings share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>• Call 888.822.4751 select Option 2</li> </ul> <b>Please note:</b> 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 <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.	
<b>Questions?</b>	Call 888.822.4751 or go to <a href="https://www.homesavings.com/contact-us.aspx">https://www.homesavings.com/contact-us.aspx</a>	

Who We Are	
<b>Who is providing this notice?</b>	The United Community Financial Corp. (UCFC) family of companies, which includes Home Savings Bank (Home Savings), HSB Insurance, LLC, d/b/a James & Sons, United American Financial Services, Inc., (collectively, the Home Savings Insurance Group), HSB Capital, LLC, and other affiliates that provide financial products or services.
What We Do	
<b>How does UCFC and Home Savings protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  Our computers and other technology are updated and tested to assure the integrity and security of our information systems.
<b>How does UCFC and Home Savings collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• Open an account or apply for a loan</li> <li>• Pay your bills or use your credit or debit card</li> <li>• Make deposits or withdrawals from your account</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <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 for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• <i>Our affiliates include those companies that are controlled by or are under common control with UCFC and its subsidiaries, including those companies listed above under the heading "Who We Are" and may include companies such as other mortgage companies, investment advisors and title insurance companies.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>• <i>UCFC and Home Savings does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include credit card issuers and financial service companies.</i></li> </ul>
Other Important Information	
In addition to your rights described in this notice, you may have other rights under State laws. We will comply with all applicable State laws with respect to our information sharing practices.	

## TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

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

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

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

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

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

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

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

### **WITHDRAWALS**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at the time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Ledger Balance and Available Balance** - A ledger-balance method factors in only settled (meaning the bank has completed final settlement) transactions in calculating an account's balance; an available-balance method calculates an account's balance based on electronic transactions that the bank has authorized (and therefore is obligated to pay) but not yet settled, along with settled transactions. An available balance also reflects holds on deposits that have not yet cleared. We use the available balance method in determining payment of items presented.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account, for example, take your account balance below zero. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you or if you have exceeded your available limit (refer to the Overdraft Policy, on page 16, for additional details). For example, if you exceed your available overdraft limit, your debits would be returned unpaid and the bank would notify you of the return decision. As soon as you make a deposit to cover the overdraft, your overdraft limit may once again be available. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Generally, we will allow your account to become negative up to \$9.99 in available balance, without assessing an NSF (insufficient funds) fee, UNC (uncollected funds) fee or HF (held funds) fee.

**Daily Limits** - The Daily Limits apply to all checking accounts regardless of participation in the Overdraft Privilege service. There is a daily limit in the amount of NSF, UNC, and HF fees we could assess to you.

For Paid items, there is a daily limit of \$154 in NSF, UNC and HF fees. For Returned items, there is a daily limit of \$154 in NSF, UNC, and HF fees.

**Daily Overdraft Fee** - The Daily Overdraft Fee applies to all checking accounts regardless of participation in the Overdraft Privilege service. A Daily Overdraft Fee will be assessed after the 7th calendar day that the account remains overdrawn. If no deposit is made, the system will continue to assess the Daily Overdraft fee every seven calendar days.

If the 7th calendar day falls on a Sunday or legal holiday, then the fee will be posted on the following business day, although the system will continue to determine the 7 calendar days from the date of the actual overdraft.

For example, if your account was overdrawn on Saturday June 27 and you made no additional deposits, then your account would be assessed a Daily Overdraft Fee on Saturday July 4. However, since Saturday July 4 is a legal holiday, the fee would be posted to your account on the next business day, Monday July 6. If your account continued to remain overdrawn, another Daily Overdraft Fee would be assessed on Saturday July 11, which is 7 calendar days from the last assessed date. Saturday July 11 is a business day, and the Daily Overdraft Fee would be posted to your account that day.

The effect of this fee could be that you are charged fees as a result of other fees. For example, if your account balance is \$10 and a check is presented for \$50, the check could be returned unpaid and an NSF fee assessed, which would result in a negative balance. If the balance remains negative for 7 consecutive days, then the Daily Overdraft Fee is assessed and posted to your account, which results in a fee upon fee.

**Insufficient/Uncollected/Held Funds** - When you do not have sufficient available funds in your checking, NOW, statement savings or Money Market Account to cover a check or other debit, such as an ATM withdrawal, debit card transaction, preauthorized automatic debit, telephone-initiated transfer, or other electronic transfer, the check or debit is considered an insufficient funds item. When a hold is placed on your account due to a check you deposited, and you have debits (such as a check or ACH debit) attempting to clear, the check or debit is considered an uncollected item. When a hold is placed on your account due to pre-authorized debit card transactions, and you have other debits (such as a check or ACH debit) attempting to clear, the check or debit is considered a held funds item. This paragraph is meant to help you understand the meaning of the terms Insufficient Funds, Uncollected Funds and Held Funds. The items affecting your account could include checks, preauthorized debits, automated teller machine (ATM) withdrawals and transfers, point of sale (POS) transactions, automated clearinghouse (ACH) and other electronic withdrawals and transfers, telephone transfers, online bill payments, internet banking transactions, and in-person (in-branch) withdrawals.

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

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

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

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

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

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

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

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

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made by any owner on the account.

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

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

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

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

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

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

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

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

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

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

Contact us if you do not receive your regular statement.

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

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

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

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

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

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. Each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

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

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

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**PAYMENT ORDER OF ITEMS** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees we charge you as a result.

Transactions at a teller window during regular business hours post as they occur. This includes teller transactions occurring at a branch that is open on a Saturday. Other transactions post when they are presented to us, which may include presentment to us on a Saturday. For example, ATM, debit card, On-Line Banking, and telephone banking (IVR) debit and credit transactions post immediately upon presentment to us if they are

presented to us when our data processor's system is online (including Saturdays), but they post later if they are presented to us during our data processor's system offline period, which currently is an approximately nine-hour daily overnight period on Monday through Friday, an almost 36-hour period that begins in the evening on Saturdays, and all legal holidays. Transactions are not necessarily presented to us as they occur, and ordinarily are presented later. Finally, other transactions post on Monday through Friday only. For example, checks that are not presented directly at a teller window post on Monday through Friday in the offline period, which currently begins at approximately 8:00 pm. When checks are posted at that time they post in check number order. ACH transactions post on Monday through Friday only, at the beginning of the online period (approximately 5:15 am), except for international ACH transactions, which post at approximately 10:00 am. Likewise, Mobile Deposit and Xpress Deposit are held for posting in the evening, at approximately 5:30, posting on Monday through Friday only, although during online hours mobile transactions involving a transfer from a deposit account at Home Savings Bank to another deposit or loan account at Home Savings Bank post immediately upon presentation. We reserve the right to process and post items in any order we determine.

Posting an item changes the balance in your account, either by adding to the balance through crediting or by subtracting from the account through debiting. Funds from deposits made after the close of business on Friday might not be available to cover purchases you make by debit card over the weekend.

Items do not necessarily post in the order in which transactions occur. Rather, we group transactions into categories and then we post according to the category of the transaction. Transaction types are posted as follows:

	presentment in ONLINE period: * Monday through Friday from approximately 5:00 am to 8:00 pm * Saturday from approximately 5:00 am to 6:15 pm * <i>excludes</i> Sundays and legal holidays	presentment in OFFLINE period: * Sundays * legal holidays * overnight Monday through Saturday (approximately 8:00 pm to 5:00 am)
ATM transactions	post upon presentment to us	held for posting when back online, posted in the order they were performed
Debit card transactions	post upon presentment to us	held for posting when back online, posting occurs based on transaction date when received by us
On-Line Banking	post upon presentment to us	held for posting when back online, posted in the order they were performed
Mobile transfers from one Home Savings deposit account to another Home Savings deposit or loan account	post upon presentment to us	held for posting when back online, posted in the order they were performed
Mobile Deposits	held for later posting; posting on Monday through Friday at approximately 5:30 pm	posting on Monday through Friday at approximately 5:30 pm
Xpress Deposits	held for later posting; posting on Monday through Friday at approximately 5:30 pm	posting on Monday through Friday at approximately 5:30 pm
Telephone Banking	post upon presentment to us	held for posting when back online, posted in the order they were performed
Teller window transactions	branch hours only, post immediately	
Checks (not presented directly at teller window)	held for later posting; posting on Monday through Friday only, posting in check number order in the offline period (approximately 9:45 pm)	
ACH transactions	held for later posting; posting on Monday through Friday only, posting credits first, debits second, in low to high order, at the beginning of the online period (approximately 5:15 am, or at approximately 10:00 am for international ACH, and 12:00 pm and 3:45 pm for Same Day ACH)	

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

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

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

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

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).



- ◆ Your consent is limited to this account, and as authorized by applicable law and regulations.
- ◆ Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.  
**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

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

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

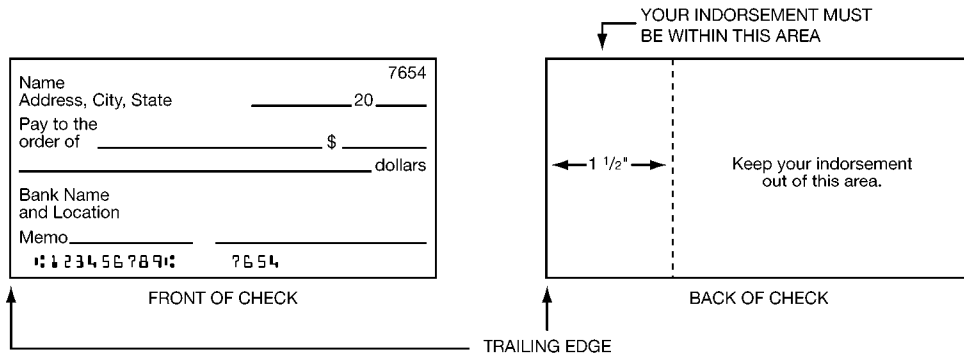
**STALE-DATED CHECKS** - We are not obligated to, but may at our option, pay a check presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

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

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

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

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



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

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

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. We are not responsible to monitor age or eligibility for an UTMA account,

even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of the age of majority. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

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

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

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report. Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. The TIN is either a social security number (SSN) or an employer identification number (EIN). For most organization or business accounts other than sole proprietorships, the appropriate TIN is the EIN of the organization or business entity. For sole proprietorships, either the SSN or the EIN is appropriate. However, we must supply the IRS with both the individual owner's name and the business name of the sole proprietorship. The appropriate TINs for various other types of accounts are:

Account type - TIN

Individual - SSN of the individual.

Joint Account - SSN of the owner named first on the account.

Uniform Gift/Transfer to Minor - SSN of the minor.

Informal (Revocable) Trust - SSN of the owner.

In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If you do not have a TIN, we may defer backup withholding if you certify that you do not have a TIN but have applied for one. However, we must begin backup withholding if you do not supply us with a certified TIN within 60 days. If you do not have a TIN because you are a foreign person (either an individual who is a nonresident alien or a foreign organization) you must certify your foreign status. If you are an exempt payee (receiver of interest payments), you do not need to certify your TIN, but you will have to certify your exempt status and supply us with your TIN. The most common exempt payees are corporations, organizations exempt from tax under Section 501(a), and an individual retirement plan or a custodial account under Section 403(b)(7). If you do not supply us with the appropriate TIN, we may refuse to open your account.

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

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

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

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

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

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

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

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

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss.

**Account numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you

have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

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

**Blank checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

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

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

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

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

We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us of a change of address and we have had a reasonable opportunity to act on such notice. You agree to notify us if you change your address. You can do this at a branch office or by writing to:

Home Savings Bank  
Attn: Customer Care Center  
P.O. Box 1111  
Youngstown, Ohio 44501-1111

You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We have no liability to you if we change your address based on such information, even if the information provided by the U.S. Postal Service or its agent is incorrect.

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

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

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

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## ARBITRATION AGREEMENT

### PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY

You understand and agree that for Claims arising out of or relating to the Transactions described below,

- ◆ You are giving up your right to go to court;
- ◆ You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;
- ◆ You are giving up your right to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.

#### Definitions:

*Arbitration Agreement* refers to this contract mandating Arbitration of Claims arising from or relating to the Transactions described below.

*Arbitration* refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an arbitration award, but a court's review of an arbitration award is limited.

*Claim* refers to any and all claims, disputes, or controversies based on contract, tort, statute, or otherwise between you and us about our respective rights, duties, obligations and liabilities arising out of or relating to the Transactions described below. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the interpretation of this Arbitration Agreement.

*Class Action* refers to a lawsuit involving a large group of people with similar claims against the same persons or companies.

*Class Arbitration* refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.

*You* and *your* refer to the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.

*We* and *us* refer to Home Savings Bank, its employees, agents, successors, and assigns.

*Transactions* refers to all your transaction, savings, or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us, all actions taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:

- ◆ Account or member applications.
- ◆ Signature cards, account agreements, and terms and conditions.
- ◆ Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and bounce protection, courtesy pay, or similar services.
- ◆ Check or draft payments, presentment, collection, honor, dishonor, return, and processing.
- ◆ Remotely created checks, check or draft certification, and cashier's checks or drafts.
- ◆ Funds availability and holds on funds.
- ◆ Fees, set-offs, and stop payment orders.
- ◆ Disclosures, notices, and periodic statements.
- ◆ Authorizations, unauthorized instruments, forgeries, alterations, and errors.
- ◆ IRA agreements or other agreements related to tax-advantaged accounts.
- ◆ Night depositories.

#### **Agreement to Arbitrate.**

At your or our election, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration.

#### **Waiver of Class Action and Class Arbitration.**

If you or we choose to arbitrate a Claim, you and we agree that no trial by jury or by judge and no other judicial proceeding, including Class Action proceedings, will take place. You and we also agree that Claims are to be heard and decided by one arbitrator only, only on an individual basis, and not as Class Arbitration.

#### **Arbitration Providers and Their Rules.**

For the Arbitration, you or we may choose one of the following Arbitration providers with its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), and the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.adrforum.com](http://www.adrforum.com)). You can get a copy of the rules of these Arbitration providers by contacting them or by visiting their respective websites.

#### **Place of Arbitration and Costs.**

The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. If Arbitration begins, we shall advance any filing, administrative, commencement, service, or case management fees and arbitrator or hearing fees up to a total amount of \$1,000.00. You understand and agree that you may have to repay us later for part or all of the amount we have advanced to you. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

#### **Arbitrator's Authority.**

The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and any other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.

#### **Preservation of Remedies.**

You or we can do the following without giving up the right to require Arbitration:

- ◆ Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration.
- ◆ Seek judicial provisional remedies.
- ◆ Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account.
- ◆ Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.

#### **Governing Law.**

The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.

#### **General Terms.**

This Arbitration Agreement

- ◆ Relates to Transactions involving interstate commerce.
- ◆ Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration, and it may be changed only by a signed written agreement between you and us.

If any part of this Arbitration Agreement is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.

#### **Waiver of Right to Trial by Judge or by Jury.**

You and we understand and agree that

- ◆ You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;
- ◆ You and we are obligated by all the Arbitration Agreement terms; and
- ◆ You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.

**CAUTION** - You should read this Arbitration Agreement carefully. If you do not understand it, you should ask your attorney to explain it to you.

## **ELECTRONIC DISCLOSURES AND NOTICES**

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies only to disclosures and notices regarding your deposit accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;

(4) You can withdraw your consent at any time by calling us, but such a withdrawal of consent will result in a monthly fee to receive a paper statement (refer to our fee schedule); and

(5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you can give us all notices regarding your deposit accounts or your periodic statements, except for stop payment orders, by email using our then current email address, regardless of anything in this agreement to the contrary; however, we reserve the right to have any notices confirmed in writing upon our request.

## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ◆ **Preauthorized credits.** You may make arrangements for certain direct deposits (such as For example, U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your checking and savings account(s).
- ◆ **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking and savings account(s).
- ◆ **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- ◆ **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

**Telebanking Transfers - types of transfers** - You may access your account by telephone 24 hours a day at 330-747-4663 or 1-888-999-4707 (toll free) using your personal identification number, a touch tone phone, and your account numbers, to:

- ◆ transfer funds between checking and statement savings account(s)
- ◆ transfer funds from line of credit to checking or statement savings account(s)
- ◆ make payments from checking or statement savings to loan accounts with us
- ◆ get information about:
  - the account balance of checking or statement savings account(s)
  - recent deposits to checking or statement savings account(s)
  - recent withdrawals from checking or statement savings account(s)

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

- ◆ make deposits to checking or statement savings account(s) at participating State of Ohio institutions ATMs displaying the same network logos as appearing on the back of your Visa Debit Card
- ◆ get cash withdrawals from checking or statement savings account(s)
  - you may withdraw no more than \$250.00 per day with an ATM card
  - you may withdraw no more than \$500.00 per day with a Visa® Debit Card
- ◆ transfer funds between checking and statement savings account(s)
- ◆ get information about:
  - the account balance of your checking or statement savings account(s)

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

**Types of ATM Card Point-of-Sale Transactions** - You may access your checking and statement savings account(s) to purchase goods (in person), pay for services (in person), and get cash from a merchant, if the merchant permits, or from a participating financial institution.

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

- ◆ you may not exceed \$250.00 in transactions per day

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

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

- ◆ you may not exceed \$2,000.00 in transactions per day

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

Visa USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

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

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

The non-Visa debit network(s) for which such transactions are enabled appear on the back of your Visa Debit Card.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa® Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.

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

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

**Available Balance.** At any particular time your available balance is the amount that is available for immediate withdrawal or to cover debit items, but the available balance is reduced by pending items that have not posted, such as pre-authorized debit card purchases.

When you use a debit card, ATM card, or other electronic means to make deposits or withdrawals, we may receive notice of the transaction before it is actually presented to us for payment, collection, or deposit. That notice may be in the form of a merchant authorization request or other electronic inquiry. When we receive the notice we may treat the transaction as if it were then posted to your account for the purpose of determining the amount of funds in your account to be used to pay other transactions presented against your account. We may conclusively rely on that notice even if the notice incorrectly describes the transaction or the amount in the notice differs from the amount actually posted to your account when the transaction finally settles. If the transaction is not settled within our established time period after receiving the notice (usually 48 hours), we will no longer treat it as if it were posted.

When we authorize a transaction, the transaction becomes a pending debit and we automatically place a hold on your account for the amount authorized. This can reduce the available balance in your account, meaning the amount necessary to avoid NSF, UNC or HF items. Some merchants (such as hotels, restaurants, gas stations, and car rental agencies) estimate the authorization amount, which will result in a hold that may be less or greater than the final amount of your purchase. For example, when you use a debit card at a gas station to authorize payment before you know how much gas you need, the available balance in your account is reduced by the amount for which the merchant receives authorization from us, which might exceed the amount of your actual purchase. The hold placed on your account for that authorized amount will be released when the authorized transaction is cleared through us or when the hold period expires, whichever occurs first. The hold period will not exceed 48 hours. When we authorize a transaction and place a hold on the account, the available balance in your account is reduced by the amount of the hold. As a result, funds in your account subject to the hold are not available for withdrawal or transfer by you in person or at an ATM, are not available for subsequent debit card transactions, and are not available to satisfy items presented for payment against your account, including checks, drafts, and pre-authorized transfers. A final settlement request comes after the merchant's authorization request and is an instruction from the merchant to complete the transaction and deduct from your account the exact amount of your final purchase, which may be more or less than the amount of the hold. Your available balance could therefore be different from the amount you expect. This process could result in an NSF, UNC or HF item if you do not have the required balance to cover both the hold and any transactions, including checks, debited from your account.

Here is an example of how this can occur- assume for this example the following: (1) you have opted in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our Held Funds Fee is \$36 per overdraft.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other type of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to two days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the Held Funds Fee of \$36 according to our Schedule of Fees. You will be charged the \$36 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited for the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

You will be able to access your available balance information when using our Online Banking, Mobile Banking, Telebanking or by asking any of our branch personnel. You will not be able to access your available balance information at an ATM machine as it displays only your ledger (actual) balance.

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

- ◆ transfer funds between checking and statement savings account(s)
- ◆ transfer funds from line of credit to checking or statement savings account(s)
- ◆ make payments from checking or statement savings to loan account(s) with us
- ◆ make payments from checking to third parties
- ◆ get information about:
  - the account balance of checking or statement savings account(s)
  - recent deposits to checking account(s)
  - recent withdrawals from checking account(s)

**Mobile Banking Transfers - type of transfers** - You may access your account(s) through the browser on your mobile device by downloading and using our mobile banking app and using your online banking user identification and password, to:

- ◆ transfer funds between checking and statement savings account(s)
- ◆ transfer funds from line of credit to checking or statement savings account(s)
- ◆ make payments from checking or statement savings to loan account(s) with us
- ◆ make payments from checking to third parties
- ◆ deposit checks remotely using the mobile deposit capture service
  - refer to the separate mobile deposit capture agreement for additional information
- ◆ get information about:
  - the account balance of checking or statement savings account(s)
  - recent deposits to checking account(s)
  - recent withdrawals from checking account(s)

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

**Health Savings Accounts (HSA).** We permit some electronic fund transfers to and/or from your HSA. The electronic fund transfers we permit are offered for the convenience of managing your HSA. However, electronically moving funds to or from your HSA - for example, depositing more than the allowable amount, or getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing any account you may have with us, it is a good practice to make sure you are using the correct access device (such as a card) or accessing the appropriate account for the transaction. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

## FEES

- ◆ We do not charge for direct deposits to any type of account.

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

**ATM Operator/Network Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

- ◆ **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- ◆ **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 330-781-6525 or TDD 330-743-7100 or 1-866-466-3050 to find out whether or not the deposit has been made.
- ◆ **Periodic statements.**

You will get a monthly account statement from us for your checking accounts.

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

## PREAUTHORIZED PAYMENTS

- ◆ **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to the Schedule of Fees section at the end of this brochure for the amount we will charge you for each stop-payment order you give.

- ◆ **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- ◆ **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give us written permission.

## UNAUTHORIZED TRANSFERS

### (a) Consumer liability.

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

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

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

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed below. You should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your permission.

### For lost or stolen ATM cards or Visa® Debit Cards:

During normal business hours

(Monday through Friday, 8:00 a.m. to 5:00 p.m.):

330-781-6519;  
TDD 330-743-7100;  
1-866-466-3050

Outside of normal business hours:

1-800-264-5578

or visit our website at [www.homesavings.com](http://www.homesavings.com)

### For unauthorized transfers:

330-781-6525;  
TDD 330-743-7100;  
1-866-466-3050

**Or write us at:**

Home Savings Bank  
Attn: Electronic Operations Department  
P.O. Box 1111  
Youngstown, OH 44501-1111

**ERROR RESOLUTION NOTICE**

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Home Savings Bank  
Attn: Electronic Operations Department  
P.O. Box 1111  
Youngstown, OH 44501-1111  
Business Days: Monday through Friday  
Excluding Federal Holidays  
Phone: 330-781-6525 or TDD 330-743-7100 or 1-866-466-3050  
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

**NOTICE OF ATM/NIGHT DEPOSIT  
FACILITY USER PRECAUTIONS**

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

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## **YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash, check, and electronic direct deposits available to you on the same day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

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

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



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

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

#### **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the same day we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the same day we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

#### **SPECIAL RULES FOR NEW ACCOUNTS**

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the same day as the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 30th business day after the day of your deposit.

#### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Deposits made at Home Savings ATMs will have immediate availability of the lesser of \$200 or 50% of the deposit. The remainder of the deposit, if made prior to 8:00 P.M. on a business day, will be available on the second business day, or if made at ATMs after 8:00 P.M. on a business day or on a non-business day, will be available on the third business day after the day of deposit.

Deposits made at a non-Home Savings ATM if made prior to 8:00 P.M. on a business day will be available the second business day, or if made at ATMs after 8:00 P.M. on a business day or on a non-business day will be available on the third business day after the day of deposit.

All ATMs that we own or operate are identified as our machines.

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## **SUBSTITUTE CHECKS AND YOUR RIGHTS**

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

### **What is a substitute check?**

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

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

### **What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

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

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

### **How do I make a claim for a refund?**

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

Home Savings Bank  
Attn: Electronic Operations Department  
P.O. Box 1111  
Youngstown, OH 44501-1111  
330-781-6525 or TDD 330-743-7100 or 1-866-466-3050

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

Your claim must include —

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

## OVERDRAFT POLICY

We want to educate you on the overdraft coverage available in the event sufficient available funds do not exist in your checking account to cover a purchase or transaction. We have several ways these transactions can be covered:

1. We can set up an Account Transfer from a statement savings, money market or separate checking account, and funds will be transferred to cover the transaction that would overdraw your checking account. There is a \$10.00 fee for the transfer.
2. You can apply for a small, unsecured line of credit that would be available to cover you when a transaction overdraws your account. There is a \$25 annual fee and an Annual Percentage Rate (APR) on funds that are transferred from a Line of Credit to your checking account to cover the transaction that will overdraw your account.
3. We also have our Overdraft Privilege in which we will strive to pay check and electronic debit items for you when funds are not available in your account. Overdraft Privilege is not a line of credit; fees can count against the overdraft limit amount. When an account has insufficient funds, uncollected funds or held funds, a \$36.00 fee is charged for every insufficient, uncollected or held funds item whether the item is paid or returned unpaid. It is the obligation of Home Savings to operate in accordance with all safety and soundness standards. Therefore, a continual evaluation of all accounts is performed to determine if it is financially sound to honor items that may cause an overdraft situation for a particular account. The account criteria evaluated are:
  - ◆ Age of Account
  - ◆ Deposit Balances
  - ◆ Deposit Regularity
  - ◆ Previous Overdraft Activity
  - ◆ Account Status relating to any legal or administrative order or levy
  - ◆ Status of Loan Obligations with Home Savings
  - a. We can extend this account feature to your everyday debit and ATM transactions with your acknowledgment. If you choose to request this service and sufficient available funds do not exist in your account, we will strive to pay those everyday debit purchases and ATM transactions. If we do need to cover an item for you, you would be charged a fee of \$36.00 per transaction that overdraws the available funds in your account.

Home Savings is not obligated to cover any items, defined as checks, preauthorized debits, automated teller machine (ATM) withdrawals and transfers, point of sale (POS) transactions, automated clearinghouse (ACH) and other electronic withdrawals and transfers, telephone transfers, online bill payments, internet banking transactions, and in-person (in-branch) withdrawals, presented for payment if the account does not contain sufficient available funds. Furthermore, service charges assessed against items presented against the account, does not obligate Home Savings to pay said request for funds, nor does it obligate Home Savings to provide written notice of the decision to refuse payment. Should a check be submitted or a transaction be made for funds exceeding what is available in the account, pursuant to the *Understanding Your Deposit Account* agreement, the account holder is responsible for the amount of any overdraft and applicable fees immediately. It is the obligation of the account holder to keep their account in good standing with Home Savings and to bring their account to a positive available balance immediately should an overdraft situation occur, without notice or demand from Home Savings.

**If the account holder would prefer that Home Savings not honor any items when there are not sufficient available funds in the account, the account holder may opt out of this discretionary service by contacting Home Savings and expressing this preference.** The account holder is fully aware that without this discretionary service or some other form of overdraft protection, such as an account transfer or line of credit (which is offered to qualified accounts), any items presented that overdraw the account may be returned unpaid with the applicable insufficient fund, uncollected fund or held fund fee charged to the account for each item.

The *Understanding Your Deposit Account* agreement prescribes the duties, obligations and rights of the Depositor, as well as the Authorized Signatories and Home Savings with regard to the account. The terms of the *Understanding Your Deposit Account* agreement supersedes the Overdraft Policy in any potential conflict of interests.

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## TRUTH-IN-SAVINGS DISCLOSURE

### SIMPLY CHECKING ACCOUNT/ COLLEGE CHECKING ACCOUNT/ FABULOUS 50 CHECKING ACCOUNT

**Minimum balance to open the account** - You must deposit \$25.00 to open any of these accounts.

### STEPPING STONE CHECKING ACCOUNT

**Minimum balance to open the account** - You must deposit \$25.00 to open this account.

#### Fees:

A service charge fee of \$10.00 will be charged each month. This fee will be reduced to \$5.00 with the establishment of a monthly automatic direct deposit of payroll, pension, or Government supplement.

#### Transaction limitations:

Bill Payment Service is not available with this account.

Your ATM card daily withdrawal limit is \$100, and your daily purchase limit is \$250 at point-of-sale terminals.

Your Visa® Debit Card daily ATM withdrawal limit is \$100, and your daily purchase limit is \$250.

#### Additional Terms:

If you maintain the account in good standing for one year, the account will be automatically converted to an HSL Checking Account with all of its rights and privileges.

After you maintain the account in good standing for one year, you may open additional accounts.

### SIMPLY CHECKING WITH INTEREST ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

### PREMIER PRIVATE BANKING CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$25.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Your Visa® Debit Card daily ATM withdrawal limit is \$1,010 and your daily purchase limit is \$2,500 at point-of-sale terminals.

**BIG BUCK\$ CHILDREN'S SAVINGS ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$10.00 to open this account.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, or telephone transfer or similar order to third parties.

**STUDENT SAVERS ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$10.00 to open this account.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Student Savers account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by point-of-sale or similar order to third parties are limited to six per statement cycle month. If account limitations are continuously exceeded, the account will be closed or converted to a checking account as required by federal regulations.

**Fees:**

An excessive transaction fee of \$10.00 will be charged for each debit transaction (withdrawal, automatic transfer or payment out of this account) in excess of the above limitations.

**STATEMENT SAVINGS ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$50.00 to open this account.

**Minimum balance to avoid imposition of fees** - A service charge fee of \$1.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$50.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Statement Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by point-of-sale or similar order to third parties are limited to six per statement cycle month. If account limitations are continuously exceeded, the account will be closed or converted to a checking account as required by federal regulations.

**Fees:**

An excessive transaction fee of \$10.00 will be charged for each debit transaction (withdrawal, automatic transfer or payment out of this account) in excess of the above limitations.

**PLATINUM STATEMENT ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$5,000.00 to open this account.

**Minimum balance to avoid imposition of fees** - A service charge fee of \$10.00 will be imposed every month if the balance in the account falls below \$5,000.00 any day of the month.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Platinum Statement account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by point-of-sale, or similar order to third parties are limited to six per statement cycle month. If account limitations are continuously exceeded, the account will be closed or converted to a checking account as required by federal regulations.

**Fees:**

An excessive transaction fee of \$10.00 will be charged for each debit transaction (withdrawal, automatic transfer or payment out of this account) in excess of the above limitations.

#### **MONEY MARKET ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$10,000.00 to open this account.

**Minimum balance to avoid imposition of fees** - A service charge fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$10,000.00 any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$10,000.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per statement cycle month. If account limitations are continuously exceeded, the account will be closed or converted to a checking account as required by federal regulations.

**Fees:**

An excess transaction fee of \$10.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of the above limitations.

#### **PREMIER MONEY MARKET ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

**Effect of closing an account** - If you close your account before interest is credited, you will receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$25.00 to open this account.

**Minimum balance to avoid imposition of fees** - A service charge fee of \$2.00 will be imposed every statement cycle if the balance in the account falls below \$100.00 any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$0.01 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Premier Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per statement cycle month. If account limitations are continuously exceeded, the account will be closed or converted to a checking account as required by federal regulations.

**Fees:**

An excess transaction fee of \$10.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of the above limitations.

#### **HOLIDAY CLUB ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will not be compounded. Interest will be credited to your account at club maturity.

**Effect of closing an account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Minimum balance to open the account** - You must deposit \$10.00 to open this account.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, or telephone transfer or similar order to third parties.

Preauthorized debits are not allowed from this account.

**Additional Terms:**

The account will payout annually on or about October 15. You may choose to have the account balance (principal plus interest) credited to your checking or savings account.

## BIG BUCK\$ / BIG SAVERS CERTIFICATE OF DEPOSIT

(24 Month Term)

**Rate Information** - The interest rate on your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. You will be paid this rate until first maturity.

**Compounding frequency** - Unless otherwise paid, interest will be compounded every quarter.

**Crediting frequency** - Interest will be credited to your account every quarter. Alternatively, you may choose to have interest paid to another account monthly or quarterly rather than credited to this account.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

The minimum amount you can deposit is \$5.00.

There are no limitations on the frequency or timing of additional deposits, except that no additions can be made in the last seven days before maturity.

Big Savers may make withdrawals of principal from your account before maturity for the purchase of an owner-occupied dwelling. Proof of purchase of an owner-occupied dwelling will be required. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest only on the crediting dates.

**Time requirements** - Your account will mature \_\_\_\_\_ .

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- ◆ If your account has an original maturity of 24 months:

The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have seven calendar days after maturity to withdraw the funds without a penalty.

### CERTIFICATE OF DEPOSIT

**Rate Information** - The interest rate on your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. You will be paid this rate until first maturity.

**Compounding frequency** - For Certificate of Deposit accounts with a maturity term of less than 365 days, interest will not be compounded. For terms of 12 months or more, unless otherwise paid, interest will be compounded every quarter.

**Crediting frequency** - For Certificate of Deposit accounts with a maturity term of less than 365 days, interest will be credited to your account at maturity. For terms of 12 months or more, interest will be credited to your account every quarter. Alternatively, you may choose to have interest paid to another account monthly or quarterly rather than credited to this account.

**Minimum balance to open the account** - You must deposit \$500.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

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

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest only on the crediting dates.

**Time requirements** - Your account will mature \_\_\_\_\_ .

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- ◆ If your account has an original maturity of less than 30 days the greatest of:

- ◆ one-half the interest that would have been earned on the withdrawal amount for the entire term,

- ◆ all interest that has been earned, or

- ◆ seven days interest, on the amount withdrawn subject to penalty, if the withdrawal is made within the first six days after the deposit.

- ◆ If your account has an original maturity of 30 days through 182 days:

The fee we may impose will equal 30 days interest on the amount withdrawn subject to penalty.

- ◆ If your account has an original maturity of 183 days through 24 months:

The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.

- ◆ If your account has an original maturity of greater than 24 months:

The fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have seven calendar days after maturity to withdraw the funds without a penalty.

**SCHEDULE OF FEES**

Account Closing (within 6 months of opening)	
For all Checking and Savings	
except Big Buck\$ Children's Savings Account .....	\$25.00
Account Reconciliation (\$30.00 minimum) .....	\$30.00
Account Statement	
Electronic Statement .....	free
Paper Statement (no check images) .....	Account maintenance/monthly service charge \$2.00
Paper Statement with check images .....	Account maintenance/monthly service charge \$3.00
For Fabulous 50 accounts - paper statements without check images are free, or with a minimum monthly balance of \$5,000, the \$3.00 fee is waived for statements with check images.	
Interim Statement .....	\$3.00
Returned Statement .....	\$10.00
ATM/Visa® Debit Card	
Home Savings ATMs/withdrawals, transfers, deposits, balance inquiries .....	free
Non-Home Savings ATMs/designated Networks (as appearing on the back of your Visa Debit Card)/withdrawals, transfers, deposits, balance inquiries .....	\$2.00
Non-Home Savings ATMs/PLUS Network/withdrawals, transfers, balance inquiries .....	\$2.50
Photo debit card .....	\$10.00
Point-of-Sale PIN-based purchases .....	free
Foreign Transaction (subject to 3rd party fees) .....	\$3.00
Card reissue (if lost, stolen or damaged) .....	\$10.00
Card reissue - Expedited .....	\$50.00
Chargeoff Processing Fee (per account) .....	\$30.00
Check Cashing	
Applies to checks and official checks drawn on Home Savings presented by a 3rd party .....	\$5.00
Check Printing .....	Varies by style and quantity
Check Processing	
Returned Deposited Item .....	\$12.50
Child Support Processing Fee .....	\$5.00
Collections	
Any fee charged by the collecting bank and any special mailing fees plus:	
Domestic .....	\$20.00
International .....	\$35.00 per item
Dormant Mailing Fee .....	Up to \$20.00 for certified mail
Fax .....	\$1.00
Inactivity Fee	
<u>Savings Account</u> (excluding Big Buck\$ Children's Savings Account, Student Savers and Money Market Account)	
No deposits, other than interest, or withdrawals for a 6 month continuous period and the account balance falls below \$100.00 any day of the month .....	\$2.00 monthly
<u>Checking Account</u>	
No deposits, other than interest, or withdrawals for a 3 month continuous period and the account balance falls below \$750.00 any day of the month .....	\$5.00 monthly
Incorrect Tax ID Number .....	\$10.00
IRA Exit Fee (per request) .....	\$25.00
Legal Processing Fee	
Garnishment/Levy .....	\$50.00
Loan Amortization Schedule	
Customer .....	\$10.00
Non-customer .....	\$15.00
Notary Service .....	Free
Official Check .....	\$7.50
Insufficient Funds Fees (NSF)	
Paid items (for example, Paid EOD NSF Fee, Paid Non Sufficient Funds Charge, Paid ACH EOD NSF Fee) .....	\$36.00
Returned items (for example, Return Check NSF and ACH Return Charge) .....	\$36.00
Uncollected Funds Fees (UNC)	
Paid items (for example, Paid Uncollected Funds Charge, Paid ACH EOD UNF Fee and Paid EOD UNF Fee) .....	\$36.00
Returned items (for example, ACH Return Charge and Return Check UCF) .....	\$36.00
Held Funds Fee (HF)	
Paid items (for example, Paid EOD HF fee, Paid ACH EOD HF Fee, Paid Held Funds Charge) .....	\$36.00
Returned items (for example, Return HF, Return Check HF) .....	\$36.00
Daily Limits - There is a daily limit in the amount of NSF, UNC and HF fees we could assess to you.	
For Paid items, there is a daily limit of \$154 in NSF, UNC and HF fees.	
For Returned items, there is a daily limit of \$154 in NSF, UNC and HF fees.	
See WITHDRAWALS - Daily Limits, page 4, for further explanation.	
Daily Overdraft Fee (for example, Daily OD Fee)	
See WITHDRAWALS - Daily Limits, page 4, for further explanation .....	\$10.00

Account Transfer from a Savings or Checking Account .....	\$10.00
Mobile Deposit (per deposited item) .....	\$0.00
Photocopy .....	\$1.00
Research	
Hourly (\$30.00 minimum) .....	\$30.00
Copy of item .....	\$3.00
Safe Deposit Box	
Annual Fee (in addition to tax):	
2x5, 3x5, 4x3, 4x4, 4x5, 5x5 .....	\$40.00
3x10, 4x10, 5x10, 6x10 .....	\$60.00
10x10 .....	\$80.00
Key Replacement .....	\$30.00
Drilling .....	\$125.00
Signature Card	
Temporary/Outstanding .....	\$10.00 per month
Stop Payment	
ACH Single Entry .....	\$36.00
ACH Revocation .....	\$36.00
Check .....	\$36.00
Unapproved Vendor Check (per item) .....	\$5.00
Verification of Deposit Account .....	\$5.00
Wire Transfer	
Domestic Incoming .....	\$20.00
Domestic Outgoing .....	\$20.00
International Incoming .....	\$40.00
International Outgoing .....	\$50.00

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**YOUR ACCOUNT**

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

- SIMPLY CHECKING ACCOUNT**
- COLLEGE CHECKING ACCOUNT**
- FABULOUS 50 CHECKING ACCOUNT**
- STEPPING STONE CHECKING ACCOUNT**
- SIMPLY CHECKING WITH INTEREST ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$50,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 2** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 3** - If your daily balance is more than \$9,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 4** - If your daily balance is more than \$999.99, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

- PREMIER PRIVATE BANKING CHECKING ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$50,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 2** - If your daily balance is more than \$9,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 3** - If your daily balance is more than \$0.00, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

- BIG BUCK\$ CHILDREN'S SAVINGS ACCOUNT**

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

- STUDENT SAVERS ACCOUNT**

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

- STATEMENT SAVINGS ACCOUNT**

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**PLATINUM STATEMENT ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$5,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 2** - If your daily balance is \$4,999.99 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**MONEY MARKET ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$100,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 2** - If your daily balance is more than \$49,999.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 3** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 4** - If your daily balance is more than \$9,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**PREMIER MONEY MARKET ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$100,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 2** - If your daily balance is more than \$49,999.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 3** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 4** - If your daily balance is more than \$9,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- ◆ **Tier 5** - If your daily balance is more than \$0.00, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**HOLIDAY CLUB ACCOUNT**

The interest rate for your account is \_\_\_\_\_%  
with an annual percentage yield of \_\_\_\_\_%.

**BIG BUCK\$ / BIG SAVERS CERTIFICATE OF DEPOSIT**

**CERTIFICATE OF DEPOSIT**



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