

# Agreement for Deposit Personal Accounts



## Welcome to 1st Source Bank

Thank you for choosing to bank with us.

This Agreement for Deposit – Personal Accounts outlines the terms of your Consumer Deposit Accounts with 1st Source Bank, including Checking Accounts, Savings Accounts, Money Market Accounts, and Certificates of Deposit. We recommend that you read this information and keep it with your other Account documents.

This Agreement for Deposit — Personal Accounts, *Fee Schedule for Personal Accounts*, signature card and other account opening documents, disclosures, and other agreements, terms, conditions, disclosures, and information applicable to products and services we may make available to you from time to time, along with any changes we may later make (“Agreement”), together are the binding contract between you and us, which governs your Account. You may review the most current version of this Agreement any time at [www.1stSource.com/disclosures](http://www.1stSource.com/disclosures). By completing Account opening documents, electronically accepting the Agreement, using a product or service connected to your Account, or keeping your Account open, you acknowledge that you have reviewed, understand, and agree to be governed by the Agreement.

This Agreement:

- Outlines the rules and regulations which all banks must follow in certain circumstances
- Describes your rights and responsibilities under these regulations
- Provides important information on electronic transfers, internet gambling, and our funds availability policy.

Please contact us if you have questions. In person, over the phone, online or by email – we are pleased to help.

Find a convenient banking center: [1stsource.com/locations](http://1stsource.com/locations)

1st Source Client Service Center: 800-513-2360

Live Online Chat: [1stsource.com](http://1stsource.com)

Email us: [1stsource@1stsource.com](mailto:1stsource@1stsource.com)

Please do not include confidential or sensitive information such as Account numbers, passwords, PINs, or personal information in your email or chat.

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## 1. DEFINITIONS

In this Agreement, terms such as **WE, US, OUR** and **THE BANK** refer to 1st Source Bank, its parent company and its subsidiaries. **YOU** and **YOUR** refer to the depositor or, where applicable, co-depositors. The following terms are also used in this Agreement.

**Account:** Any deposit Account such as a Checking Account or Savings Account you have with us that is covered by this Agreement.

**ACH (Automated Clearing House):** ACH, which is also referred to as automatic payments, are funds transferred to or from your Account through an automated clearing house network. Common examples include Direct Deposit and online bill pay.

**APY:** Annual Percentage Yield. Yield is the critical measure of how much interest you can expect to earn based on the interest rate and the frequency with which interest is added to your Account (compounding) for a 365- or 366- (leap year) day period. Because your interest earns interest if left in the Account, the APY may be greater than the annual interest rate. If you withdraw funds from the Account, the amount of interest earned will be reduced.

**Annual Percentage Yield Earned (APYE):** APYE represents the Annual Percentage Yield that was actually earned during the cycle period. This will appear on your Account statement. The calculation reflects the relationship between the interest actually earned during the statement period and the balance in the Account. If the Account has multiple interest rate tiers, this method will produce a single composite APYE figure.

**Automated Teller Machine (ATM):** An electronic device that performs many banking services, which can include withdrawals, deposits, transfers between Accounts, and balance inquiries.

**Available Balance:** The Current Balance less any Holds placed on deposits and pending transactions (such as pending debit card purchases) the Bank has authorized, but that have not yet posted to your Account. (The Bank may hold some portion of a deposit which may not be immediately available to you (see our Funds Availability Policy)).

**Average Daily Balance:** The average daily balance is calculated by adding the principal in the Account each day of the period and dividing that figure by the number of days in the period (usually a statement cycle). We may use the Average Daily Balance Method to calculate interest or determine service charges on your Account. This interest calculation method applies a periodic rate to the average daily balance in the Account for the period.

**Business Day:** For all purposes outlined in this agreement, including but not limited to, electronic funds transfers, error resolution disputes, and funds availability purposes, our business days are Monday – Friday, except for federally designated holidays. We may opt to recognize a federally designated holiday on or near the holiday date.

**CD:** Certificate of Deposit.

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

**Checking Account:** A deposit account designed for frequent transactions.

**Collected Balance:** The balance for the Account, less the portion of funds deposited for which we have not received credit based on our funds availability schedule. All interest-bearing deposit Accounts accrue interest daily on the “Collected Balance” in the Account.

**Consumer Deposit Accounts:** Any deposit Account primarily for personal, family, or household purposes. These Accounts are usually owned by one or more individuals, or in trust for one or more individuals, or for the benefit of one or more individuals.

**Current Balance:** The Current Balance is the full amount of all deposits to your Account, less payment transactions that actually posted to your Account. Any Holds for purchase transactions, Holds on deposits (see Funds Availability Schedule), or other Checks, payments and fees that have not yet posted will not appear in your Current Balance. The Current Balance is the balance on your Account statements.

**Daily Balance Method:** We may use the Daily Balance Method to calculate interest on your Account. This method applies a daily periodic rate to the “Collected Balance” in the Account each day.

**Daily Overdraft Fee:** The fee charged to your Account for each day the Account remains overdrawn starting on the seventh (7th) consecutive Business Day of the Overdraft.

**Debit card transaction:** Any purchase or bill payment using your debit card. A Debit Card Transaction may be either an everyday (not recurring) purchase transaction or a recurring payment, such as a monthly bill.

**Depositor:** Any person who signs the Bank's deposit Account opening forms and/or signature card. This includes each and every owner of the Account and anyone else with authority to exercise control over the funds in the Account.

**Direct Deposit:** An electronic deposit made through the ACH Network, Real-Time Payments (RTP) and/or FedNow to your Account.

**Hold:** Any amount of money that is in your Current Balance, but that cannot be withdrawn because of delayed funds availability, a court order or other reason. A Hold may be placed for more than your balance.

**Holiday Savings Account:** With an annual disbursement in October, this Account may be used year after year to save up for the holidays.

**Item:** Any instrument for the payment, transfer, or withdrawal of funds from an Account, even though it may not be negotiable. Examples include Checks, electronic transactions such as ACH and ATM withdrawals, wire transfers, drafts, automatic transfers, and online banking transfers. References to an "Item" include, without limitation, situations where a Check or electronic transaction is re-presented or re-submitted (as well as situations where a Check is converted into an electronic transaction and submitted for payment).

**Legal claim:** a dispute in any way arising out of, affecting, or relating to this Agreement, your Account, or the related products and services the Bank has provided, will provide, or has offered to provide to you, and/or any aspect of your deposit relationship with the Bank.

**Minimum Daily Balance:** The lowest Current Balance in the Account at the end of a Business Day. We may use the Minimum Daily Balance to determine service charges on your Account.

**Non-sufficient funds (NSF):** The amount by which any Item(s) posted on your Account on a Business Day exceeds the Current Balance and is not paid by the Bank.

**Non-Sufficient Funds Fee (NSF Fee):** The fee for a returned Item that is charged when the Current Balance in an Account is insufficient to cover a given transaction as provided in the *Fee Schedule for Personal Accounts*.

**Overdraft:** The amount by which any Item(s) posted on your Account on a Business Day exceeds the Current Balance and is paid by the Bank.

**Overdraft Item Fee:** The fee charged for any Overdraft Item that causes your Account to be overdrawn as provided in the *Fee Schedule for Personal Accounts*.

**Overdrawn:** When your Account has a negative Current Balance.

**PIN:** A four-digit personal identification number that you select for your debit card. Some merchants and all ATMs require a PIN when you use a debit card.

**Savings Accounts and Money Market Accounts:** Accounts that are not payable on a specified date or at the expiration of a specified time.

**Signature:** A physical or electronic mark or sign made by an individual on an instrument or document to signify knowledge, approval, acceptance or obligation (verb: sign).

**State:** A U.S. State, the District of Columbia, Puerto Rico, American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the U.S. Virgin Islands, the Trust Territory of the Pacific Islands and all other U.S. territories are states (for purpose of placing funds Holds).

**United States (U.S.):** All States, including the District of Columbia, the U.S. Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, and Puerto Rico.

**Variable Rate:** The interest rate and the Annual Percentage Yield (APY) may change after the Account is opened at any time, at the discretion of the Bank.

## 2. ACCOUNTS COVERED BY THIS AGREEMENT

This Agreement covers all types of Consumer Deposit Accounts offered by the Bank now or in the future. These include all Accounts listed on our *Fee Schedule for Personal Accounts* and any other consumer Checking Accounts, Money Market

Accounts and Savings Accounts, and Certificate of Deposit Accounts. This Agreement also includes the terms of our Overdraft Transfer Service (OTS), an optional service that you may select.

Certificates of Deposit, while governed in part by this Agreement, are also governed by special provisions set forth on the Certificate of Deposit receipt. Savings Accounts and Certificates of Deposit held in Individual Retirement Accounts (IRAs) and Education Savings Accounts (ESAs) are also governed both by this Agreement and by separate agreement. This Agreement does not cover safe deposit boxes, trust services, credit cards, discount brokerage services, business deposit Accounts, other deposit products that are governed by special rules such as KEOGH plans and sweep Accounts, or our CareFree Line of Credit.

### **3. IMPORTANT NOTICES & TERMS OF YOUR ACCOUNT**

Please retain this Agreement. Feel free to ask any questions you may have by calling the 1st Source Customer Service Center at 800-513-2360, visiting any one of our banking centers or directing your questions in writing to: 1st Source Bank, Branch Administration, P.O. Box 1602, South Bend, IN 46634.

You may also email us at [1stsource@1stsource.com](mailto:1stsource@1stsource.com). Do not include confidential or sensitive information such as Account numbers, passwords, PINs, or personal information in your email.

#### **Effective Date**

This Agreement applies to all current and new deposit Account relationships as of the date you enter into an Account relationship with the Bank.

#### **Account Opening & Identification**

Federal law requires us to obtain, verify, and record information that identifies each person who opens an Account. In compliance with the USA Patriot Act, when you apply to open an Account, we may ask you for your name, address, date of birth, and other identifying information. We will ask to see each person's unexpired driver's license, state identification card, unexpired passport, or other federally accepted identifying documents.

To open an Account with the Bank you must complete the proper forms and provide us with any other documents, information or items that we require. If we are not able to verify your identity, we will not open your Account, or we may close your Account if it was already opened.

We may also use a credit reporting agency to verify your identity and review your Account history with other financial institutions. We will inform you in writing if we decline to open your Account based on information from this third-party service.

#### **Consumer-Purpose Accounts**

Consumer Deposit Accounts cannot be used for business-purpose transactions. We reserve the right to close your Account if you use it to process business transactions. We may, in our discretion, refuse to honor Items presented that are payable to a business and accompanied by a request to cash the Item or deposit it into a Consumer Deposit Account.

#### **Non-Personal Accounts**

If any depositor on an Account is an entity acting in any capacity other than an individual capacity, then each depositor on the Account represents that they are authorized to execute all documents and complete all requirements, have provided all information or documents necessary to demonstrate that authority, and will provide any documents or information or complete any requirements as we may require from time to time related to the Account ownership and authority. We may refuse any documentation that appears to be incomplete, improperly executed, or does not meet our reasonable requirements.

#### **Change in Terms**

We may change the Agreement at any time. We may add new terms. We may delete or amend existing terms. We may add new Accounts, products, and services and or change or discontinue existing accounts, products, and services. We may convert existing Accounts, products, and services into new Accounts, products, and services. We may add, eliminate, increase, or decrease fees.

We will send you notice of changes as required by law.

We may direct you to a banking center or [1stsource.com/disclosures](https://www.1stsource.com/disclosures) for the content of any changes or the revised Agreement unless otherwise required by law.

When we change the Agreement, the new version supersedes all prior versions and governs your Account.

By keeping your Account open or using the changed Account, product, or service, you agree to the revised Agreement. If you do not agree to a change, you must close your Account as provided in this Agreement.

For a CD, the terms of the Agreement in effect at the time you opened the CD will govern that CD. If you let your CD renew, the terms of the Agreement in effect at the time of the renewal will govern your renewed CD.

### **Right of Waiver**

The Bank reserves the right to waive the enforcement of any of the terms of this Account Agreement with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of the terms with respect to other customers or to enforce any terms with respect to later transactions involving the same depositor.

### **Right to Close Account**

You may close your Checking Account, Money Market, or Savings Account at any time without advance notice to us, except that we may choose to require seven (7) days advance notice if you want to close a Savings, Money Market, or interest-bearing Checking Account by withdrawing the Account funds. We may permit you, at our discretion, to close your Certificate of Deposit Account either before maturity or after the grace period. A penalty may apply; refer to the *Fee Schedule for Personal Accounts* for additional information. Closing your Account does not release you from the payment of fees owed or liability for any Checks in process.

We may close your Account at any time. Before closing your Account, we will give you any notice required by law. After deducting applicable fees and charges, we will send the balance on deposit to the most recent address shown on our records. We are not liable for not honoring, or for any loss that may result from not honoring, any Checks or other withdrawal orders presented after your Account is closed.

We reserve the right to terminate our relationship with you, without notice if you exhibit abusive behavior or actions whether verbal or non-verbal.

### **Effect of Closing an Interest-Bearing Account**

All interest that has accrued but not yet credited to an Account will be added to the principal balance at the time of closing. If we have not been informed of your intent to close your Account (i.e., you merely withdraw the principal balance) the accrued interest will be added to your Account on the statement cycle date.

### **Zero Balance Account Closure Policy**

If your Account has a zero balance, we may restrict certain account features or keep the Account open for a limited period of time. While the Account remains open, transactions may still post, and the Account may become Overdrawn. If the balance remains zero, we may close the Account automatically after a period of inactivity. Once an Account is closed, it cannot be reopened. Timing may vary by product. Any notice required by law will be provided.

### **Fees and Service Charges**

You agree to pay service fees, maintenance charges, and penalties in accordance with the applicable fee schedules including without limitation, the *Fee Schedule for Personal Accounts*, established by the Bank from time to time. We will provide you with prior notice of changes in the fee schedule as may be required by applicable law. All service fees, maintenance charges, and penalties will be automatically deducted from your Account without prior notice to you. The Bank may charge your Account or may deduct from the proceeds of electronic funds transfers that it receives for your Account, and its customary fees for electronic funds transfers. The Bank may incur costs in connection with court or administrative orders, subpoenas, summonses, tax levies, or other legal processes relating to you or your Account and you agree to pay us for such costs, which may include our charges for research and the copying of documents and reasonable attorneys' fees.

**Multiple Party Accounts** A multiple party Account is an Account that you open for one or more parties. We offer one or more of the following types of multiple party Accounts according to the following terms:

#### ***Joint Accounts***

Unless our Account records indicate that a joint depositor is a fiduciary or beneficiary, an Account that you open with one or more joint depositors will be a joint Account with right of survivorship and not owned as tenants by the entirety. The Bank expressly disallows Accounts owned as tenants by the entirety. This means that upon the

death of one of the joint owners of the Account, all proceeds in the Account transfer to the surviving owner(s), subject to the Bank's right of "setoff."

When the Account title on a joint Account separates the owners by the word "or," the Account is payable to any one of you. Any joint owner of a deposit Account may withdraw, by any means the Bank makes available, any or all of the funds on deposit, close the Account, enter into special agreements regarding the Account, stop payment on any Item drawn on the Account, create an Overdraft or authorize a telephone transfer of funds between related Accounts.

Each joint owner guarantees the signatures of the others and authorizes the others to endorse Checks for deposit if they are payable to any of the joint owners. Each joint owner is jointly and severally liable to us for all fees, charges, costs, losses, liabilities, and any other amounts owed to us under this Account Agreement or related to the Account. Each joint owner authorizes the Bank to exercise setoff and enforce its security interest in the entire joint Account, even though only one of the joint owners is the defaulting debtor; these rights exist irrespective of who contributed funds in the joint Account. Similarly, the Bank can enforce Overdraft liability in the joint Account against any joint owner individually, even though the joint owner did not benefit from or sign the Check that caused the Overdraft.

Garnishments against any or all joint owners are subject to the Bank's right of setoff and security interest. Notice provided by the Bank to any joint owner is notice to all.

If you establish an Account that requires two (2) or more signatures on any Item drawn on the Account or limits the maximum amount for which any person can sign an Item, then you acknowledge that any such requirements are solely for your own internal control purposes. You agree that the Bank will not be liable for paying any Item lacking the required number of signatures or in an amount exceeding the maximum limit assigned to the signer.

We may, at our discretion, allow a joint owner to resign from a joint Account. Resignation will not affect the liability of a joint owner prior to the date of resignation.

#### ***Minor Accounts***

We may open select personal deposit Accounts for depositors as young as 13 years old and will require a legal adult to be a joint Account holder. If you were a minor when the Account was opened or when you were added as an Account owner, you will be considered to have accepted this Agreement when you reach the age of majority unless you provide written notice that you do not want to accept this Agreement. If you do not want to accept this Agreement after you reach the age of majority, you must provide us with written notice within 60 days after you become a legal adult. If you give us written notice rejecting this Agreement, you will be removed from the Account, and the Account may be closed immediately. If we do not receive your written notice within 60 days, your acceptance of this Agreement will be final and cannot be changed. You must mail your written notice to: 1st Source Bank, Deposit Services, P.O. Box 1602, South Bend, IN 46634.

#### ***"In Trust For" Accounts***

An "in trust for" Account is one that is opened in the name of one or more depositors, known as "trustees," in trust for the benefit of one or more persons, known as "beneficiaries." The Account is not governed by a separate trust agreement or trust. The beneficiary will have no interest in the Account during the lifetime of the trustee or the survivor of joint trustees.

The Bank may make payments or withdrawals from the Account or take action on the instructions of the trustee or any one of the joint trustees. We will have no liability or responsibility to the beneficiary or anyone else if we do so. On the death of the trustee or the survivor of the trustees, the Account is payable to the beneficiary.

#### ***Pay-on-Death Accounts***

An Account that is payable on the death of the depositor, or the survivor of joint depositors, to a named person, known as a "payee", is a pay-on-death Account. If you open one of these Accounts, the payee will have no interest in the Account during your lifetime. If the Account is a joint Account, the payee will have no interest in it during the lifetime of the survivor of either of you.

### ***Uniform Transfers/Gifts to Minors Act Accounts***

Gifts or transfers made to minor children under the applicable law of the State in which the banking center holding the Account is located are controlled by a custodian or successor custodian until the minor reaches the statutory age of majority. Such Accounts may have only one custodian at any given time (e.g., one parent or grandparent).

### **Transferring Account Ownership**

A deposit Account is not transferable, except on our books and records. If ownership is proposed to be transferred, we may require that the Account be closed, and a new Account opened in the name of the transferee.

### **Tax Identification Number Certification**

Treasury Regulations require that we obtain a completed and signed Form W-8 or W-9. This is to certify the Tax Identification Number(s) (TIN) of the owner(s) of the Account.

Until we have received the completed and signed form we may, at our discretion, either not pay interest or pay interest and comply with the backup withholding requirements of the Internal Revenue Service (IRS).

### **Change of Address or Other Information**

You agree to notify us promptly of any changes of physical, postal or email address, telephone number or other relevant information for the Bank's records. Notification may be made in-person at a banking center, by phone by calling the 1st Source Customer Service Center at 800-513-2360, by emailing us at [1stsource@1stsource.com](mailto:1stsource@1stsource.com), or in writing to 1st Source Bank, Branch Administration, P.O. Box 1602, South Bend, IN 46634. Please include the Account name and Account number with written requests. If notifying us by email, do not include your full Account number, password, PIN, or other confidential or sensitive information. We may require additional information or documentation to reasonably verify the identity of the person requesting the change. We may update your mailing address if we receive an address change notice from a recognized source, including a request from you or information obtained through the United States Postal Service's National Change of Address (NCOA) database.

### **Notices and Other Mail**

Any notices, statements, or other correspondence that we send you regarding any of your Accounts may be sent by ordinary mail or other means to the last address you have given us pursuant to the Change of Address or Other Information paragraph above and will be effective upon sending to such address. Notices or correspondence regarding any of your Accounts that you send to the Bank must be in writing and sent to 1st Source Bank, Branch Administration, P.O. Box 1602, South Bend, IN 46634. Such notices or correspondence shall be effective when the Bank actually receives them and has had a reasonable time to act upon them.

If there is more than one Depositor on any of your Accounts, we may send correspondence to any one of you.

### **Online and Mobile Banking**

We may allow you to access your Checking Account, Money Market, or Savings Account online and make deposits and withdrawals through our online or mobile banking services. These optional services are governed by your Account Agreement as well as the separate agreement provided at the time you sign up for the service. Additional fees may apply for such services.

### **Consent to Telephone Communication**

If you provide us with your telephone number or call us, you authorize us, our affiliates, and our service providers to place telephone calls and initiate text messages to you at that number. For example, we may notify you about fraud alerts or collect amounts that you owe us. You agree we may use automatic dialing systems and artificial, text or pre-recorded messages to contact you regarding your Account. You agree we may also monitor and record telephone conversations that you have with us and we may do so regardless of whether you or the Bank initiated the call. We will notify you prior to the call (or at the beginning of the call) if specifically required by applicable law to do so. You agree to provide us with accurate contact information that belongs to you.

### **Account Statements**

We will provide periodic Account statements and other information pertaining to activity in your Account. We will rely on the physical, postal, or email address in our records for you. You are responsible for notifying us of any change of postal or email address, telephone number or other relevant information for the Bank's records. You agree to promptly review your

Account information and any accompanying Items and notify the Bank of any dispute or discrepancy, including unauthorized transfers, electronic funds transfers, withdrawals or other transactions, transactions involving substitute Checks, unauthorized or forged signatures or endorsements, alterations or other irregularities.

In case of errors or questions about an electronic funds transfer, refer to the Electronic Funds Transfer Notice of Disclosure section of this Agreement. You must report any other dispute or discrepancy in writing to 1st Source Bank, Branch Administration, P.O. Box 1602, South Bend, IN 46634 within fourteen (14) days of the date of the earliest Account statement describing such irregularities, unless law or regulation allows additional time. If the dispute or discrepancy involves a substitute Check, your claim must include an estimate of the amount of your loss, an explanation of why the substitute Check you received is insufficient to confirm that you suffered a loss, and a copy of the substitute Check and/or sufficient information to help us identify the substitute Check.

Unless law or regulation allows additional time, if you fail to report any such dispute or discrepancy within the fourteen (14) day period, we will assume that you have accepted the stated balance as being correct and you will be precluded from seeking redress against the Bank for all transactions or matters covered by the Account information. The Bank is relieved of any potential liability for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify the Bank within the fourteen (14) day period of such irregularities. Furthermore, the Bank will not be liable for any Item forged or altered so cleverly that the fraud could not be detected by a reasonable financial institution. From time to time, the Bank may make available to you products and services designed to detect or prevent fraud on your Accounts, and the Bank strongly encourages you to take advantage of these products and services.

**CAUTION – YOU ARE IN THE BEST POSITION TO DETECT AN UNAUTHORIZED SIGNATURE OR TRANSACTION, OR A MATERIAL ALTERATION. IF YOU USE A THIRD PARTY TO MANAGE YOUR ACCOUNTS, IT IS YOUR RESPONSIBILITY TO VERIFY YOUR ACCOUNT STATEMENTS.**

#### **Right of Setoff – Security Interest**

You grant us a security interest in your Accounts to secure all amounts which you may owe to the Bank now or in the future. The security interest granted by this Account Agreement is consensual and is in addition to the Bank's right of set off. It is important you understand that we have the right of setoff. We may charge any of your Accounts for any obligations, liabilities, debts, costs and expenses (including attorneys' fees), fees or other amounts you owe us. We may exercise our right of setoff at any time and for any reason as allowed by law. If there is more than one owner of an Account, this includes the debts and liabilities of any owner. We will not be liable for the dishonor of any Check when the dishonor occurs because we setoff a debt against this Account. We may exercise the right of setoff even if it results in a penalty for early withdrawal from a Certificate of Deposit Account.

This provision does not apply to an Account if: (a) it is an IRA or other tax-deferred retirement Account (KEOGH); or, (b) the debt is created by a consumer credit transaction under a credit card plan; or, (c) the debtor's right of withdrawal arises only in a representative capacity; or, (d) is an HSA or other Account in which the bank also serves as custodian or trustee.

#### **Power of Attorney**

Once we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had a reasonable time to act upon it. We may require the attorney-in-fact to present the original power of attorney and other evidence satisfactory to us before conducting any transaction.

#### **Government Levy (Unpaid Taxes)**

The IRS or State taxing authorities can issue a "Notice of Levy" attaching money on deposit in any deposit Account as of the date the levy is received except for IRAs or other qualified retirement plans. In the event that we receive a levy on one of your Accounts, we will mail a copy of the levy, in addition to our instruction letter, to the address that we have on file for your Account.

#### **Legal Attachment**

An order from a court or other government authority could require us to Hold or deliver funds in your Account or any other property we are keeping for you. If we must comply with such an order, we will subtract a fee from your Account as provided in the *Fee Schedule for Personal Accounts*.

If we must comply with a subpoena or other legal process that forces us to provide information about your Account, or about some other financial relationship you have with us, the party that had the subpoena issued normally will be assessed the charge for compliance with the subpoena.

### **Dormant Accounts**

Deposit Accounts are reclassified from active to dormant status when there has been no customer-generated activity on a Checking Account for one (1) year. Savings Accounts and Money Market Accounts are reclassified from active to dormant status when there has been no customer generated activity for three (3) years.

Statements will be discontinued after six (6) consecutive months of dormancy. All Accounts classified as dormant will normally be charged a dormant Account fee. Refer to the *Fee Schedule for Personal Accounts* for fee details.

### **Abandoned/Unclaimed Property**

State laws require that we turn over your dormant Checking, Money Market, Savings Accounts and time deposits to the applicable State if you have not done any of the following:

- made a deposit or withdrawal within the time period specified by applicable State law;
- corresponded in writing with us concerning the dormant status of your Account within the time period specified by applicable State law.

After your funds are remitted to the applicable State, we will have no further liability to you for such funds. To recover your funds, you must file a claim with the applicable State agency.

For a non-auto renewal time deposit which has not been redeemed, funds will be escheated based on applicable State law. To recover your funds, you must file a claim with the applicable State agency.

### **Disclosure of Account Information**

Our privacy policy is described in our *Privacy Notice*, which you receive when you open an Account with us. It is also available at [1stsource.com/disclosures](https://1stsource.com/disclosures). Our Wealth Advisory Services department maintains its own notice, which is available by contacting your banker. These notices explain our general practices for disclosing information as well as your opportunity to opt out of certain information sharing with affiliates. The *Privacy Notice* governs in the event of a conflict between the terms of this section and the terms of the notice.

We will disclose information about your Account or electronic fund transfers that you make under the following circumstances: (a) where it is necessary to complete any electronic fund transfer or other transactions; (b) to verify the existence and status of your Account for other creditors or credit bureaus; (c) to report our experience regarding your Account to financial institutions and credit reporting agencies; (d) to comply with a request from a government agency, a court order or other legal process; (e) to enforce our rights; (f) as necessary to be used in our normal course of business; (g) subject to your right to opt out for marketing purposes; or (h) if you give written permission.

In addition, we may disclose information about your Account to a consumer reporting agency if we close your Account. We generally report your name, address, TIN, driver's license number, and the date and reason we closed your Account. The consumer reporting agency may share this information with others, and this may impact your ability to open an Account at another financial institution for up to five (5) years from our report.

### **Death/Incompetence of a Depositor**

Your death or the adjudication that you are legally incompetent does not end our authority until we receive written notice of your death or adjudication of incompetence. Even after receipt of notice, we can pay Checks drawn by you prior to your death or adjudication of incompetence as permitted under applicable law.

We may require the surviving owner(s) to provide proof of your death or incompetence and, in certain situations, tax releases or other documents or consents required by the Bank or government authorities. In some States all existing Accounts belonging to the deceased may be frozen pending release.

The Bank will not be liable if it continues to accept, pay, or collect Items until the Bank knows of the fact of death or a judgment of incompetence by court order and has a reasonable opportunity to act on it. In some cases, deposits received through a preauthorized credit, electronic funds transfer (EFT) or Automated Clearing House (ACH) may be returned if the Bank is so instructed to do so by the person or government agency depositing the funds.

## Currency Transaction Reporting

The Bank Secrecy Act, a federal law, requires all financial institutions to report large currency transactions to the IRS.

The Bank will prepare a Currency Transaction Report at the time the transaction occurs and forward it to the IRS. In order to complete the report, we are required to obtain certain information about the individual presenting the transaction as well as the individual for whom the transaction is being conducted.

## How We Calculate Interest on Interest-Bearing Accounts

We use the Daily Balance Method to calculate the interest on interest-bearing Accounts. The daily rate is  $1/365$  – in a leap year we may use  $1/366$  – of the interest rate on the Account. The daily rate that we pay on certain Accounts depends on the tier into which the Account balance falls. In a tiered-rate Account, the Account balance earns the interest rate and APY in effect for the tier associated with the Collected Balance each day.

If you have an interest-bearing Checking Account, Money Market Account, or Savings Account, then your funds earn a Variable Rate. At our discretion, we may change the interest rate at any time without notice to you. Generally, we compound and credit interest to your Account monthly for Checking Accounts and Money Market Accounts, quarterly for Savings Accounts, and yearly for the Holiday Savings Account. In certain circumstances interest on your Savings Account may be compounded and credited monthly.

Funds in a Certificate of Deposit Account earn interest during the term of the Account at a fixed interest rate. Fixed rate means that the interest rate does not change during the term of the Account. For terms of less than one (1) year, we compound and credit interest to your Account at maturity. For terms of one (1) year or more, we compound and credit interest to your Account annually and at maturity. Alternatively, you may choose to receive the interest sooner (e.g., monthly or quarterly) by having it deposited into a 1st Source Bank Checking Account, Money Market Account, or Savings Account or requesting that the interest be paid by Check. The APY for your Account assumes that interest remains on deposit until maturity; interest withdrawals will reduce your Account earnings.

We may offer interest rate bonuses and other special promotions based on your relationship, location, or other factors. Bonuses and promotions may not apply to all Accounts. You can obtain current rates for your Account by visiting a banking center or calling the 1st Source Customer Service Center at 800-513-2360.

## Deposits and Withdrawals

Subject to our right to require notice before withdrawals and any Account transaction limitations, you may make deposits to and withdrawals from your Account at any time that we are open to transact business. Refer to Section 3(c), Additional Certificate of Deposit Account Terms, in this Agreement for additional information. You may make deposits and withdrawals in person, by authorized agent, by mail, by automated teller machine (ATM), or by any other methods the Bank makes available.

All deposits are subject to the Bank's right to review the cash, Checks, or other Items deposited to confirm the amount of the deposit and that all Checks and other Items are properly payable. We can correct any errors we find. If funds are deposited or transferred into your Account by mistake or otherwise, we may correct the error and deduct any interest paid without prior notice to you. If the balance in your Account at that time is insufficient to cover the correction, your Account may become Overdrawn and we may charge an Overdraft Item Fee. Refer to the *Fee Schedule for Personal Accounts* for fee details.

Unless otherwise agreed in writing, the Bank is authorized to accept a deposit to your Account from anyone, made in any manner, at any time. We reserve the right to refuse to accept any Check or Item to be deposited. When we credit your Account for a Check or other non-cash Item you deposit, the credit is conditional. We can revoke a credit for any reason permitted under applicable law. Refer to the Online and Mobile Agreement and Disclosure for information on our Mobile Deposit Service.

The Bank has the right to supply any missing endorsement needed to facilitate our status as a "holder" of the Check that you deposit. You agree to reimburse the Bank for any loss we may incur because an Item was not endorsed exactly as drawn.

Unless we specifically permit you to do so by written agreement, you may not deposit any substitute Check that has not previously been handled by a bank in the U.S. collections process. This means that you cannot deposit a substitute Check that you create, or one that is created by another person, without a written agreement with us.

## **Federal Deposit Insurance**

Each depositor's funds are insured by the FDIC for a maximum of \$250,000 which applies to the total of a person's funds in Checking Accounts, Savings Accounts, and Certificates of Deposit for which our Bank is liable. In addition to this coverage, funds in an IRA are insured up to \$250,000. Information defining your coverage in detail is available at any 1st Source banking center.

## **Resolution of Disputes**

With respect to any disputes between the parties, any proceeding by the Bank against you may be brought by the Bank in a court of competent jurisdiction located in the County of St. Joseph, State of Indiana (which court shall have jurisdiction to hear such matters), and you hereby irrevocably consent and submit to jurisdiction in any such court. You consent to service of process by first-class mail or messenger directed to you and the last address you have provided to the Bank. Nothing herein affects or limits the rights of Bank to serve legal process in any other manner permitted by law or the rights of Bank to bring any action or proceeding against you in courts of any other jurisdiction. Due to the complexity, high cost and time involved in litigation before a jury, you and the Bank each knowingly, voluntarily, irrevocably, without coercion, waive any and all rights to trial by jury of any disputes between them and further waive any right to consolidate, by counterclaim or otherwise, any action or proceeding concerning any dispute between them with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived. Nothing herein shall affect Bank's right before, during or after commencing proceedings for court enforcement of its rights hereunder to exercise self-help remedies, such as setoff under applicable law, including Bank's right to bring an action in any court of competent jurisdiction for the purpose of enforcing any self-help remedies.

## **California Consumer Protection Act**

California residents may have additional privacy rights under the California Consumer Protection Act (CCPA). See [www.1stsource.com/privacy](http://www.1stsource.com/privacy) for more information.

## **3(a) Additional Checking Account Terms**

### **Acceptable Form of Checks**

The Bank has a variety of Check styles on approved forms available to you. We may refuse to pay any Check drawn on your Account unless it is presented to us on a form we have provided or approved.

### **Automated Account Processing**

As a result of automated Account processing, we will pay all postdated Checks that you have written, unless you give the Bank notice that you do not want an Item paid. It is entirely at the option of the Bank to pay or dishonor any Check more than six (6) months old. This may be done without prior notice to you. You agree to hold us harmless for paying any stale-dated or postdated Check and agree to reimburse us for any loss we might suffer because of such payment made in good faith.

In a similar fashion, we are also prevented from looking at the signatures on every Check. However, in order to exercise reasonable care in the processing of Checks, the Bank has established a dollar value of a Check above which we will examine signatures. You acknowledge that the establishment of a cutoff level will not by itself constitute a failure to exercise ordinary care and that the establishment of a cutoff level is a commercially reasonable practice. In addition, the Bank reserves the right to change the cutoff level as needed.

### **Special Instructions on Checks**

The Bank's automatic Check-processing equipment does not identify data written or printed on your Check, other than the information that appears on the MICR line – drawee bank number, Account number, Check number, and the amount of the Check.

Thus, we may pay your Checks even though special instructions were noted, such as "void if not paid in 30 days" or "not good in excess of \$100." We are not liable for payment of any Check contrary to special instructions, a restrictive legend, or other limitation contained in or on the Item unless we have specifically agreed, in writing, to the instructions, restrictions, or limitations.

### **Facsimile or Mechanical Signatures**

You agree that if you use an automatic Check writing service, employ the use of a personal computer, employ the use of a facsimile signature or do not otherwise provide your personal signature on a Check (collectively "facsimile signature"), you

agree you shall have the sole responsibility for maintaining security of any such method or device by which your signature or authorization is affixed and that you shall bear the entire risk for the unauthorized use thereof whether or not you are negligent. The Bank may honor any Check or other signed instruction that bears or appears to bear your facsimile signature regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed to it. The Bank may refuse any Item bearing a facsimile signature if you have not provided us a facsimile signature for Checks and other Items. You accept sole responsibility for safeguarding your Checks and maintaining security over any device for affixing a signature.

You also agree to review promptly your Account information for unauthorized use of facsimile signatures.

### **Check Safekeeping/Imaging**

We may provide the Item number, amount and date of payment on your Account statement for Items paid against your Account and may provide images of Checks paid against your Account in lieu of returning the original Items to you. We may retain or destroy the original Items. If destroyed, we will maintain images for the period required by law.

### **Preauthorized Drafts**

If you voluntarily give information regarding your Account to a third party selling you goods or services, that act authorizes the recipient to initiate debits to your Account even though a particular transaction may not have been authorized.

### **Stop Payment Orders**

The Bank may charge a fee for each stop payment order as provided in the *Fee Schedule for Personal Accounts*. We will not stop payment on one-time Debit Card Transactions. You may stop payment on any of your Checks, including Checks drawn on a joint Account, provided we receive your stop payment order in a manner and at a time that gives us a reasonable opportunity to act. Your stop payment order on a Check will be too late if it is not received within a reasonable time before any of the actions described in Uniform Commercial Code section 4-303 are taken.

In general, these actions include:

- accepting the Check
- paying the Check in cash
- settling for the Check as part of the collection process
- becoming Accountable for the amount of the Check
- passing of the next banking day after the banking day on which the Bank received the Check

We may allow you to place a stop payment on a Treasurer's Check if you provide us a sworn statement and indemnity in a form acceptable to us that the Check is lost, stolen or mutilated/ destroyed. A stop payment on these Checks may not be placed until the tenth (10th) Business Day after the Check's issue date. Even if we agree to attempt to stop payment on a Treasurer's Check, if the Check is presented for payment, we may pay it, and you will be liable to us for that Item, unless otherwise required by applicable law.

A stop payment order for a Check will be in effect for six (6) months. However, if you inform us orally to stop payment, we may, at our discretion, remove the stop payment order after fourteen (14) days if we have not received a signed stop payment order. You may renew your order in writing every six (6) months. We may pay any of your Checks after your stop payment order has expired.

For Checks, your order to stop payment must contain your name and Account number, the name to whom the Check is made out (the payee), and the number and amount of the Check. We will have no liability to you if any of the information you provide in your stop payment order is incorrect and we pay the Check.

Any person authorized to write Checks against your Account can stop payment, even though that person may not have written the Check.

To stop payment on a preauthorized electronic fund transfer, you must notify us at least three (3) Business Days before the scheduled transfer date. We may require written confirmation of an oral stop payment order. If you do not provide written confirmation within fourteen (14) days, your oral stop payment order may cease to be binding.

### **Postdated Items**

The Bank may accept or pay a postdated Item drawn on your Account and received by the Bank on a date which is prior to the date of the Item or contrary to special instructions identified on the Item, unless the Bank receives notice and agrees in

writing to be bound by such date or special instructions. Such notice must provide the same information and be provided in the same time frame as stop payment orders. The notice will be effective for the same time periods as for stop payment orders. If the Bank re-credits your Account after paying a postdated Item over a valid and timely notice, you agree to transfer to the Bank all of your rights against the payee or other holder of the Item, and to assist the Bank in legal action taken against that person.

### **Account Fees**

The Bank may collect fees and charges on your Account in accordance with our *Fee Schedule for Personal Accounts* and other terms of your Account Agreement. Fees and charges may be deducted from your Account during a statement period other than the one in which it was incurred. You will not hold us Accountable for refusing to pay Checks because of insufficient funds as a result of these fees and charges.

In addition to Checking Accounts, Savings Accounts, Money Market Accounts, and Certificate of Deposit Accounts, we may offer other services – such as treasurer’s Checks and Savings Bond redemption. Separate fees and agreements may apply to each of these services. We may change these fees at any time without notice unless otherwise required by law. We may list some of these fees in our *Fee Schedule for Personal Accounts*. You can get current information about all of these services and fees by calling the 1st Source Customer Service Center at 800-513-2360, visiting any one of our banking centers, or requesting this information in writing to: 1st Source Bank, Branch Administration, P.O. Box 1602, South Bend, IN 46634.

### **The Check 21 Act**

Check 21 is a law enacted to simplify the way Checks are processed in the United States. This law created a document called a “substitute Check” which legally replaces the original paper Check.

#### ***What Is a Substitute Check***

It is the legal equivalent of the original paper Check. It is a picture of our original paper Check, turned into an electronic image – similar in size with a slightly reduced image. The front of the Check states, “This is a legal copy of your Check. You can use it the same way you would use the original Check.”

A substitute Check is the equivalent of the original paper Check with all of the rights and obligations of the original Check it replaces. Some or all of the Checks that you receive back from us may be substitute Checks. This notice describes the 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 if There Is an Error Involving a Substitute Check***

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 of money 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 from 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, overdraft fees).

The amount of refund under this procedure is limited to the amount of your loss or the amount of the substitute Check, whichever is less. You are also 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 laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder (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 was posted to your Account, please call us at 800-513-2360 or write us at 1st Source Bank, Research Department, P.O. Box 1602, South Bend, IN 46634.

You must contact us within forty (40) days of the date we mailed (or otherwise delivered by 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 period of time 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 is 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
- A copy of the substitute Check and the following information to help us identify the substitute Check: Check number, payee, and the amount of the Check

### **3(b) Additional Savings & Money Market Account Terms**

#### **Savings & Money Market Accounts**

Savings Accounts and Money Market Accounts are defined as Accounts that are not payable on a specified date or at the expiration of a specified time. Your Account is governed by the terms of this Account Agreement.

#### **Right to Require Notice**

The Bank has the right to require seven (7) days prior written notice of any withdrawal you may make from your Account. If you close your Account, you will be responsible for making sure that there is enough money in your Account to cover all outstanding withdrawals.

#### **Transaction Limitations**

See Section 5 of this Agreement and the *Fee Schedule for Personal Accounts* for more information about these limitations.

### **3(c) Additional Certificate of Deposit Account Terms**

#### **Time Deposits/Certificates of Deposit**

Time deposits include deposits that are payable either on a specified date or at the expiration of a specified time no less than seven (7) days after the date of deposit. We refer to a time deposit Account as a Certificate of Deposit or CD. This Agreement applies to all consumer CDs, including those opened under your IRA or ESA. See the Account agreements and associated disclosures for additional terms of these Accounts.

Your Certificate of Deposit is governed by federal regulations pertaining to amount limitations, interest rates, manner of withdrawal, penalties, and other conditions. It is also governed by the terms of this Account Agreement and the terms of any Certificate of Deposit document or receipt you receive.

#### **Tax Penalty for Early Distribution**

If your Certificate of Deposit is in a retirement Account, there may be a tax penalty for early distribution under IRS regulations. You should consult a qualified, independent tax advisor for advice.

Withdrawal of interest or principal prior to maturity may be permitted only in accordance with laws and regulations and the Bank's rules in effect.

#### **Grace Period**

We offer a grace period upon maturity of your CD. During the grace period, a CD may be redeemed without penalty, or it may be renewed retroactive to its maturity date. If you add funds to a CD IRA during the grace period, we pay interest on the new balance effective the date the additional funds were deposited. Interest is not earned during the grace period if the CD is redeemed.

- CDs with an original term of 31 days or less have a three (3) calendar day grace period.
- CDs with an original term greater than 31 days have a ten (10) calendar day grace period.

#### **Automatic Renewal**

Your CD will automatically renew at maturity for a time period equal to the original term unless we notify you otherwise, in writing. The interest rate and APY for each renewal term will be the standard interest rate and APY currently offered on the maturity date unless we notify you otherwise, in writing.

## Transaction Limitations

You may make additional deposits to a CD IRA during the grace period. You may not otherwise make deposits until maturity. If a withdrawal reduces the balance below the minimum deposit requirement, it may be necessary to redeem the entire CD.

## Early Withdrawals

You agree to keep your funds on deposit for the stated term of the Account. At our discretion, we may allow you to withdraw all or part of your funds at times other than your grace period. When we permit you to make an early withdrawal, we may charge you an early withdrawal penalty.

See the *Fee Schedule for Personal Accounts* for details. We may waive the penalty in limited circumstances, such as death of the owner of the CD or for certain IRA distributions. Interest compounded and credited during the term of a CD may be withdrawn without penalty prior to the maturity of the CD. Early withdrawals from an IRA may be subject to IRS penalties or taxes. If we are required to pay an amount from your time deposit (e.g., a levy or court order), we may charge you an early withdrawal penalty based on the amount withdrawn from the Account.

## 4. OVERDRAFTS, OVERDRAFT PROTECTION AND OVERDRAFT PRIVILEGE

An Overdraft results when there is not enough Current Balance in your Account at the time a transaction is presented to us for payment. The Bank offers Overdraft Protection and Overdraft Privilege services to help you avoid fees for Overdrafts.

The Bank uses Available Balance to decide whether to authorize debit card purchases, ATM withdrawals and banking center transactions. For other types of payment transactions such as ACH payments and Checks, the Bank uses Current Balance at the time these transactions are presented for payment to determine whether to pay or return them unpaid. If a Check or ACH transaction is returned unpaid because your Account has insufficient Current Balance, then we will charge you an NSF Fee in accordance with our Fee Schedule in effect at the time. You may be charged a fee each time an ACH or Check is returned unpaid, even if it was previously returned and you were previously charged an NSF fee. If we elect to pay any Item when there is insufficient Current Balance in your Account, then we will charge you an Overdraft Item Fee. However, you will generally not be charged a fee if we pay an overdraft debit card payment that was authorized when there was sufficient Available Balance in your Account.

We have Account services, such as Overdraft Protection and Overdraft Privilege, that might be available to you and could help you avoid Overdraft Item Fees and NSF Fees.

Overdraft Protection is either an automatic transfer from an (a) Overdraft Transfer Service (OTS) or (b) Carefree Line of Credit.

- OTS is an optional service that allows automatic transfer of available funds from a Savings Account to an Account to cover an Overdraft. Funds are transferred once per day in \$50.00 increments to cover the overdrawn amount. Savings Account transaction limitations apply to this service. Only one Savings Account can be connected to OTS per personal Account. OTS is not available for Accounts linked to Carefree Line of Credit. Records of transfers from a Savings Account to an Account are included on your Account Statement and viewable in Online and Mobile Banking.
- Carefree Line of Credit is an optional credit product that offers protection from Overdrafts and associated fees by advancing funds from the line of credit to your Account. This service requires an application with approved credit to determine the amount of protection available to you. If the Bank advances funds from your Carefree Line of Credit linked to your Account, you will not be charged an advancing fee; however, you will pay interest on each draw in accordance with your Carefree Line of Credit Agreement.

Overdraft Privilege is automatically provided for ACH, automatic bill pay, recurring debit card and Check transactions. You must affirmatively opt in for Overdraft Privilege to apply to everyday or one-time debit card payments. Overdraft Privilege is only available if:

- Your Account has been open for three (3) months,
- A deposit has been made in the preceding forty-five (45) calendar days, and
- Your Account has not been Overdrawn the last six (6) consecutive calendar days.

We may use subsequent deposits, including direct deposits of Social Security or other government benefits to cover Overdrafts and Overdraft fees.

The fact that we may pay Overdrafts does not obligate us to do so the next time your Account lacks sufficient Current Balance to cover an item. So you CANNOT rely on us to pay Overdrafts on your Account regardless of how frequently or under what

circumstances we have paid Overdrafts on your Account in the past. We can change our practice of paying, or not paying, discretionary Overdrafts on your Account without notice to you.

When an Account is Overdrawn (negative) for at least six (6) consecutive Business Days, then starting on the seventh (7th) consecutive Business Day a Daily Overdraft Fee will be assessed on the Account as provided in the *Fee Schedule for Personal Accounts*.

It is very important to understand you may still overdraw your Account even though the Available Balance and Current Balance appear to show sufficient funds to cover a transaction. Your Account balances may not reflect all of your outstanding Checks, debit card and ACH payment transactions or other payment transactions you have previously initiated. **You, as the initiator of Checks or payments, are in the best position to know how much money you have in your Account to spend.**

***Health Savings Accounts (HSAs): IRS rules prohibit an extension of credit (Overdraft) on Health Savings Accounts (HSAs). Because of this rule, Overdrafts may result in Account closure and IRS penalties. Refer to the Fee Schedule for Personal Accounts for more details.***

## **5. TRANSACTION LIMITATIONS FOR SAVINGS & MONEY MARKET ACCOUNTS**

For Savings Account products (except for Holiday Savings Accounts), you are allowed four (4) withdrawal transactions from your Savings Account per statement cycle (or month if you have a quarterly statement cycle) before we charge a per-withdrawal Excessive Withdrawal Fee. For Money Market Accounts, you are allowed six (6) withdrawal transactions per statement cycle (or month if you have a quarterly statement cycle) before we charge you the per-withdrawal Excessive Withdrawal Fee. The Excessive Withdrawal Fee applies to all withdrawal transactions after the fourth withdrawal transaction for Savings Accounts and all withdrawal transactions after the sixth withdrawal for Money Market Accounts. See the *Fee Schedule for Personal Accounts* for details.

## **6. ELECTRONIC FUNDS TRANSFER NOTICE OF DISCLOSURE (REGULATION E)**

### **Electronic Funds Transfer (EFT)**

The Bank provides various EFT services for its customers. EFT means a transfer of funds through an electronic terminal, by telephone (InfoSource®), by Internet (Online Banking and Mobile Banking), or the conversion of a Check electronically. EFTs include, but are not limited to, automated teller machine (ATM) transactions, Direct Deposit or withdrawal of funds, transfers by telephone or computer, and Debit Card Transactions, including those not involving an electronic terminal at the time of the transaction. The Bank may limit the availability of these services.

This disclosure outlines the basic rights, liabilities and responsibilities stated in the Electronic Funds Transfer Act, Regulation E.

### **Fees**

The Bank reserves the right to deduct from your Account any fees or service charges incurred for EFT services. You will not hold the Bank responsible for refusing to pay Checks because of insufficient funds as a result of these fees or service charges. For fee information, you may obtain a copy of the Bank's *Fee Schedule for Personal Accounts* at any 1st Source banking center or at [1stsource.com/disclosures](http://1stsource.com/disclosures).

### **Resource Plus® Card**

The Bank, upon request and credit approval, may issue a Resource Plus® card and Personal Identification Number (PIN). These may allow you to:

- obtain Checking Account and Savings Account balance information
- make deposits or withdrawals from your Checking Accounts and Savings Accounts
- transfer funds between your Checking Accounts, Savings Accounts and Home Equity Line of Credit Accounts
- make payments
- pay for various purchases
- access our InfoSource® automated 24/7 telephone banking Some of these services may not be available at all terminals.

## Terminating Card Privileges

The Bank may terminate your card privileges at any time WITHOUT written notice to you.

You may terminate your card privileges at any time by calling the 1st Source Customer Service Center at 800-513-2360, visiting any 1st Source banking center and requesting card termination, or by sending the Bank written notice to: 1st Source Bank, Resource Plus® Card, P.O. Box 1602, South Bend, IN 46634.

## Limitation on Debit and ATM Card Withdrawals

Cash withdrawals from our network of 24-hour ATMs using your Resource Plus® card are limited to a standard daily limit of \$1,000. (Program Card ATM Daily Limits are: \$300 – Culver Students, \$500 – Health Savings, \$1,500 – Private Banking.) Purchases made using your Resource Plus® card are limited to a separate standard daily limit of \$4,000 when using your Personal Identification Number (PIN) and/or signing for your purchases. (Program Card Daily Purchase Limits are: \$1,000 – Culver, \$2,000 – Health Savings, \$7,500 – Private Banking.)

## Digital Wallet Terms and Conditions

Additional terms and conditions apply when you choose to add your Resource Plus® card to a digital wallet service. A full copy of the 1st Source Digital Wallet Terms and Conditions is available at [1stsource.com/disclosures](https://1stsource.com/disclosures) or you may request a copy at any one of our banking centers. By adding your card to a wallet service or by clicking on “Agree” during the initial provisioning of the card into the wallet service you agree to the digital wallet service terms. If you do not agree to all of the terms, do not accept the terms. You will then not be provided use of the service.

## To Report Losses or Errors

If your Resource Plus® card has been lost or stolen, or you believe an unauthorized transfer or error has occurred or may occur, please contact us AT ONCE by calling 800-513-2360. After regular business hours, call 800-472-3272 as soon as possible. If out of the country, call collect: 973-682-2652. You may also write to us at 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634.

An “unauthorized transfer” is a transfer that does not benefit you, by a person who does not have your actual permission. If you give authorization to another person, their authority does not cease until you notify the Bank or close the card. A transfer by the joint owner or other person with authority to transact business on your Account is not an unauthorized transfer.

## Customer Liability

Prompt action is crucial in the event of a lost or stolen Resource Plus® card or if you believe that an electronic fund transfer has been made without your permission using information from your Check. If you believe an error has occurred or someone has used your card without your permission and you contact us within two (2) Business Days of discovery, your loss will be no more than \$50.

You may be eligible for the Mastercard® Worldwide Zero Liability Protection for unauthorized signature and PIN transactions placed on your consumer card if you meet certain conditions, such as reasonable care and reporting. Check with us to find out.

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

**Also, if your Account 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.**

## Right to Receive Documentation

You will receive a memo receipt at the time you make any transfer greater than \$15 from your Account using one of our Resource® Centers (ATMs), or at any Cirrus® Mastercard® or Accel terminals. You will receive a monthly Checking Account statement reflecting your transfers during the month. For Savings Accounts, if there are EFT transactions posted to the Account during the month, you will receive a monthly Account statement; otherwise you may receive quarterly Account statements. You may call us at 800-513-2360 to verify the receipt of a preauthorized credit.

You may call our InfoSource® automated 24/7 telephone banking at 800-235-2557 to obtain information on the status of your Account. You may also access your Account through Online Banking at 1stsource.com.

### **Types of Electronic Funds Transfers**

You may use your Resource Plus® card to initiate the following transactions: (a) withdraw cash from your Checking Account or Savings Account; (b) transfer funds between your Checking Accounts, Savings Accounts and Home Equity Line of Credit Accounts in the amount you request; (c) deposit cash or Checks in your Checking Account or Savings Account; (d) obtain Checking Account and/or Savings Account balance information; (e) pay for various purchases. 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: (a) pay for purchases, (b) pay bills.

**YOUR CARD IS THE PROPERTY OF THE BANK AND WE MAY TERMINATE YOUR CARD PRIVILEGES AT ANY TIME WITHOUT WRITTEN NOTICE TO YOU.**

**DO NOT WRITE YOUR PERSONAL IDENTIFICATION NUMBER ON YOUR CARD. KEEP YOUR PIN SEPARATE FROM YOUR CARD.**

Your Resource Plus® card can be used at thousands of ATMs nationwide which display the Mastercard® (Cirrus/Maestro) or Accel® logos. When using any non-1st Source Bank ATM, there may be a fee per transaction from the ATM operator or any network used. You will be notified of this fee prior to completing the transaction. This fee will be charged to the Account you have accessed. You may be charged a fee by the ATM operator for a balance inquiry even if you do not complete a funds transfer. You understand and agree that the ATM operator may charge you multiple fees for multiple transactions (for example, a fee for a balance inquiry and a fee for a withdrawal) during the same ATM session.

You may use your Resource Plus® card at any Mastercard® (Cirrus/Maestro) or Accel® terminals to initiate the following transactions:\* (a) cash withdrawal from your Checking Account and/or Savings Account; (b) obtain Checking Account and/or Savings Account balance information.

\*Note: Some of these services may not be available. The specific transactions you can perform depend upon the Accounts you have previously designated for access by your Resource Plus® card.

### **Resource Plus® Card Purchases**

The Resource Plus® (debit Mastercard®) may be used instead of a Check to pay for goods or services at millions of locations worldwide.

The Resource Plus® card may be used with your Personal Identification Number (PIN) for purchases anywhere the Accel® or Mastercard® (Cirrus/Maestro) logo is displayed. Monthly transaction limits on your Account may apply.

### **Automated Clearing House (ACH) Transactions**

All ACH transactions are governed by the applicable operating rules and procedures. Credit given by a receiving bank to its customer for payment from your Account is pending until final settlement has been made or until payment is considered received under applicable law.

If the Bank does not receive final settlement or payment for a credit made to your Account, the Bank will be entitled to reimbursement from you for the amount of the credit.

### **Chip Card Technology**

The preferred method for purchases using your Resource Plus® card is through the use of the processing chip embedded in the card. When available, you should attempt or request the transaction to be authorized using this method. The use of the processing chip for authorizations provides for a more secure transaction experience.

### **Termination of Electronic Transfer**

Either the Bank or you may terminate an electronic transfer service. The Bank may terminate your right to receive electronic fund transfers and your card privileges at any time by sending you notice in writing to the last address the Bank has on record for you.

You may terminate electronic transfers by calling us at 800-513-2360 or writing us at 1st Source Bank, Card Services, P.O. Box 1602, South Bend, Indiana 46634.

### **Preauthorized Credits**

You must specifically authorize a person, organization or government agency to deposit funds electronically to your Account. If you have arranged to have Direct Deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.

Additionally, you may contact us to find out whether an electronic payment has been credited to your Account. You may contact the Bank at 800-513-2360; call InfoSource® at 800-235-2557; log on to your online banking Account and correspond with our Customer Service Department through our secure online service request form; or write to us at 1st Source Bank, Deposit Services, P.O. Box 1602, South Bend, Indiana 46634.

Electronic payment credit is provisional until the Bank receives final settlement or payment. If final settlement or payment is not received, the Bank is entitled to a refund of the credit. At the direction of the person, organization or government agency which deposited the funds, the Bank may return the funds from your Account without notice to you. The Bank is required by law to post any preauthorized credit to your consumer Account as of the effective date of the deposit or the day the Bank receives it.

### **Preauthorized Debits**

Preauthorized electronic fund transfers from your Account may be authorized in writing and signed or similarly authenticated by you. The person that obtains the authorization shall provide a copy to you.

### **Mastercard Billing Updater**

Debit cards are automatically enrolled in the Mastercard® Automated Billing Updater (ABU) Service when updated information occurs on your new card (expiration date, card number, etc.). This service provides updates to participating merchants who maintain your card information when a recurring payment occurs. You may opt-out of this service by completing an opt-out form which is available on our website or can be provided at any 1st Source Banking Center .

### **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, the Available Balance in your Account is insufficient to make the transfer.
2. If the transfer would go over the credit limit on your Overdraft line.
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.

### **Right to Stop Payment and Procedures for Doing So**

If you have advised us in advance to make regular payments out of your Account, you can stop any of these payments. Call us at 800-513-2360 or write to us at: 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634. You must call or write in time for us to receive your request three (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 fourteen (14) days after you call. We will charge you a fee, as disclosed in our *Fee Schedule for Personal Accounts*, for each stop-payment order you give. If you request us to stop one of these payments three (3) Business Days or more before the transfer is scheduled and we do not do so, we will be liable for your actual losses or damages.

If your regular payments vary in amount, the recipient of the payments will notify you ten (10) days in advance of the amount and the date of each payment.

### **In Case of Errors or Questions about Your Electronic Transfers**

In case of errors or questions regarding electronic transfers, call us at 800-513-2360. You may also write to us at: 1st Source Bank, P.O. Box 1602, South Bend, Indiana 46634 or email us at 1stsource@1stsource.com. If you think a transaction listed on your memo receipt or Account statement is wrong, or if you need more information about a transaction listed on either, please contact us at once. Remember, we must hear from you no later than 60 days after we send you the first statement on which the problem or error appeared.

When you call or write to us, please provide the following information: (a) your name and Account number; (b) description of the error or the transfer you are unsure about. (Please explain as clearly as you can why you believe it is an error or why you need more information); (c) the dollar amount and date of the suspected error.

If you call us to report the error, we may require that you send us your complaint or question in writing within ten (10) Business Days after we hear from you. We will investigate whether an error occurred within ten (10) Business Days of hearing from you and will correct any error promptly. If we need more time to complete the investigation, we may take up to 45 days to investigate your complaint or question (or up to 90 days if it is a new Account, point of sale or foreign transaction).

If we require the additional time, we will provisionally credit your Account within ten (10) Business Days of the date we were notified (20 Business Days, if a new Account) for the amount you think is in error, so you have use of those funds during our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Account.

We will notify you of the results within three (3) Business Days after we finish 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.

### **External Funds Transfers**

The following terms apply to any request to transfer funds from your Account to an account maintained at another institution other than those made using an online or mobile person to person transfer service which is subject to a separate agreement.

Examples of funds transfers covered by this section include, but are not limited to, wire transfers, international wire transfers, ACH, FedNow and Real Time Payments and other Immediate Payments. In addition to the information provided here, please refer to any funds transfer agreements you may receive when you initiate such a request. For international wire transfers, you will be provided with certain disclosures required by federal law at the time you initiate your request for that transfer. To the extent the provisions in this section are inconsistent with the disclosures provided to you for an international wire transfer, the provisions of such disclosures shall govern. When you request a funds transfer, you authorize us to debit your Account for the amount of the transfer and you also authorize us to charge your Account any applicable service fees in accordance with the fee schedule in effect at the time of your request. For international wire transfer requests, you will be given information regarding the fees associated with that transfer on the disclosure you are provided at the time of the transfer request.

### **Reliance by the Bank**

The Bank will rely on the information you provide in making a funds transfer on your behalf. It is your responsibility to provide the Bank with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer and where applicable, the number (such as "BIC", "SWIFT" or "SORT") identifying the beneficiary institution; payment will be processed based on the number(s) provided by you. Should you provide an incorrect account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility. For international wires, you may be required at the time you initiate the request to provide the Bank with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that the Bank will rely on this information in executing your request in accordance with the provisions set forth in the "Currency of Transfer" paragraph below.

### **Security Procedures**

When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any authorized signer on your Account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by any funds transfer request that the Bank receives and verifies in accordance with the security procedure outlined above.

### **Transfer to a Beneficiary Bank**

When you request a funds transfer, you must select a financial institution to receive it. For funds transfers within the U.S., the beneficiary bank must be a member of the Federal Reserve System, a correspondent bank of such a member, or a

member of The Clearing House. You may request that the funds either be deposited into a particular account at the beneficiary bank or be held at the beneficiary bank for your beneficiary. The beneficiary bank is responsible for notifying the beneficiary that the funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank is responsible to locate, identify, and make payment to your beneficiary. When you identify a beneficiary by name and account number, the beneficiary bank may make final payment of the funds to the person identified by the account number even if the account number identifies a person different than the named beneficiary. If the beneficiary cannot be located, the funds may be returned. Except as may be prohibited by federal law, any losses resulting from an incorrect account number or other misidentification of your beneficiary provided by you are your responsibility and not the Bank's.

### **Currency of Transfer Funds**

Transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, the Bank may ask you to indicate the currency in which the beneficiary account is held. If you indicate that the account is held in U.S. dollars, your transfer must be made in U.S. dollars. If you indicate that the account is held in foreign currency (either the local currency of the country where the account is maintained, or another foreign currency offered by the Bank) the Bank, or its agent intermediary bank, will send the transfer in that foreign currency unless the transfer in foreign currency is prohibited by local restrictions of the destination country. If you indicate you do not know the currency in which the beneficiary account is held, you can choose to send the transfer in U.S. dollars or in one of the foreign currency options provided by the Bank at the time of the transfer request. You understand that the Bank has the right to rely on your statement as to the currency of the beneficiary account and that it will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect, and a currency conversion occurs after the Bank sends your transfer. For transfers in foreign currency, the Bank will convert your U.S. dollar payment to the foreign currency selected by you at the Bank's exchange rate in effect at that time for similar transactions. The exchange rate includes a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer request. In addition, in the case of transfers into your Account which are sent in foreign currencies, we will convert the funds into U.S. dollars at our current conversion rate. Our conversion rate for both outgoing and incoming foreign fund transfers includes a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you.

### **Delays or Non-Execution of Funds Transfers**

We will not be liable for any delay or failure to execute your funds transfer request or delay in making the funds available to the beneficiary due to circumstances beyond the control of the Bank or any intermediary or beneficiary bank handling the transfer including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request or execution of such request by the Bank, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more of the institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that we may refuse to process or delay processing any request if it would violate any guideline, rule, policy, or regulation of any government authority or funds transfer system.

### **Incoming Funds Transfers**

Notice of your incoming funds transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your Account for the funds received. Also, to determine if a funds transfer has been credited to your Account, view your Account information on Online and Mobile Banking or call 1(800) 513-2360.

### **Cancellations or Amendments of Funds Transfer Requests Applicable to Consumer International Wire Transfers**

You have the right to cancel your funds transfer request for a full refund or to amend your funds transfer request provided you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph "Applicable to all other Funds Transfer Requests" will apply. To cancel a Consumer international wire transfer, please call 1(800) 513-2360 (TTY: we accept 711 or other Relay Service). When canceling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

### **Applicable to all other Funds Transfer Requests**

You may cancel or amend a funds transfer request (including a consumer international transfer not canceled or amended in accordance with the special rules described in the section above) only if we receive your request prior to the execution of the funds transfer request and at a time that provides us with a reasonable opportunity to act upon that request. If your funds transfer request has already been executed by the Bank, you understand and agree that the request to cancel or amend the funds transfer will be effective with the voluntary consent of the Bank and the beneficiary bank. The Bank will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return your funds. If the beneficiary bank confirms that the funds are returnable and the funds are returned to the Bank, the Bank will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the beneficiary bank and/or the Bank. Your returned funds will be in U.S. dollars. If your funds transfer was in foreign currency, your returned funds will be in U.S. dollars at the exchange rate established by the Bank on the date of return. The Bank shall not be liable to you for any loss resulting from the failure of the beneficiary bank to accept a cancellation or amendment of your funds transfer request.

**Please Note:** If your transfer is returned by the beneficiary bank to the Bank, an amendment request cannot be accepted and as a result, the funds will automatically be credited back to your Account less any applicable service charges. If your transfer was in foreign currency, your returned funds will be in U.S. dollars at the exchange rate established by The Bank on the date of return as indicated above.

### **Rejection of a Funds Transfer Request**

We reserve the right to reject your funds transfer request without cause or prior notice. We may reject your request if the dollar value of one or more of your transfer requests exceed your daily transfer limit, if you have insufficient available funds in your Account for the amount of the funds transfer and applicable fee, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person providing the request, or if we are unable to fulfill your request for any other reason. For international transfers you understand we are required by U.S. regulations to provide you with certain information about your transfer request and if we are unable to provide you with that information at the time of your transfer request for any reason, we will need to reject your request. If we reject a request for a funds transfer, you will be notified of the rejection at the time of your request or as soon thereafter as we determine to reject the transfer request.

### **General Tips for Wire Transfer and Immediate Payment Safety**

Wire transfers and other Immediate Payments are a fast way to send money to individuals and businesses. However, because they are fast and irrevocable they can also be a target for fraud. According to the Federal Bureau of Investigation, the incidents of wire transfer scams have increased significantly. Common scams include: phishing (attempts to obtain sensitive information such as account details by posing as a reputable company via email, text, or phone); family emergency (receipt of a message from a friend or family member claiming to be in need of money for an emergency); and IRS Impostors (fake IRS tax notices or individuals impersonating as IRS agents claiming you owe taxes). For additional recent and common scams, please visit the Federal Trade Commission web site at <https://www.consumer.ftc.gov/features/scam-alerts>. Your financial security is important to us. We encourage you to take the following steps to reduce your risk of fraud when sending wire transfers:

- Know who you are dealing with — Do not send funds to an individual or business you don't know personally.
- Verify your Wire Transfer or Immediate Payment instruction — Check the information you include on a wire transfer instruction to verify the information is correct.
- Verify the legitimacy of what you are paying for — Independently confirm (whether in-person or through a trusted third-party) the legitimacy of what you are paying for.
- Be cautious of any recipient claiming urgency — Don't be rushed into initiating a transfer to anyone claiming an urgent deadline. If you believe you may have been a victim of a wire transfer scam, time is of the essence.
- Please contact the Bank immediately so that we can attempt to contact the corresponding financial institution that may have received the fraudulent wire transfer.

### **Applicable to claims or questions with respect to Domestic Wire Transfers**

You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that your transfer was delayed

or erroneously executed as a result of erroneous information you provided, you understand that you may be responsible for the amount of that transfer and any associated fees. If your transfer was delayed or erroneously executed as a result of the Bank's error, the Bank's sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by us shall be at our published savings account rate in effect within the state of the home financial center of the Account from which the funds transfer was made.

### **Limitation of Liability**

The Bank shall not be responsible for any incidental or consequential damages or expenses arising in connection with your funds transfer.

### **Disclosure of Account Information**

The Bank respects your right of privacy. We will only disclose information about your Account or electronic fund transfers you make under the following circumstances: (a) where it is necessary to complete any electronic fund transfer or other transactions; (b) to verify the existence and status of your Account for creditors or credit bureaus; (c) to report our experience regarding your Account to financial institutions and credit reporting agencies; (d) to comply with a request from a government agency, a court order, or other legal proceeding; (e) to enforce our rights; or (f) as necessary to be used in our normal course of business; (g) subject to your right to opt out for marketing purposes; or (h) if you give written permission. In addition, we may disclose information about your Account to an Account verification service if we close your Account.

## **7. INTERNET GAMBLING NOTICE (REGULATION GG)**

The Bank has designed its policies and procedures for identifying and blocking or otherwise preventing or prohibiting Resource Plus® card restricted transactions to comply with the requirements of the Internet gambling regulations issued by the U.S. Department of Treasury and the Board of Governors of the Federal Reserve System.

## **8. FUNDS AVAILABILITY POLICY & COLLECTION OF CHECKS (REGULATION CC)**

The Expedited Funds Availability Act, implemented by Regulation CC, was enacted to ensure prompt availability and use of the funds you deposit with banks. It also operates to expedite the collection and return of unpaid Checks through the national payments mechanism.

In general, the Bank's policy is to make funds from your cash and Check deposits available to you on the first Business Day after we receive your deposit. Electronic Direct Deposit funds will be available on the day we receive the deposit. Once the funds are available, you can withdraw the funds in cash, and we will use the funds to pay Checks that you have written.

The Bank's Funds Availability Policy does not apply to deposits of Items payable in a medium other than United States funds or to deposits of Checks drawn on a bank office located outside the United States. The availability of funds from these types of deposits may be delayed.

### **Determining the Availability of a Deposit**

Payment of Interest - Interest will accrue on funds deposited in an interest-bearing Account not later than the Business Day on which the Bank receives credit for the funds.

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

If you make a deposit in a Bank Resource Center ATM **AFTER** 10:00 p.m. or on a Business Day we are not open, we will consider that the deposit was made on the next Business Day we are open.

If you make a deposit in a Bank night depository **AFTER** 4:00 p.m. or the cutoff time otherwise posted, or on a Business Day we are not open, we may consider that the deposit was made on the next Business Day we are open.

The Bank may refuse any Item to be deposited.

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.

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

- cash
- wire transfer
- United States Checks payable to the depositor

### **Longer Delays May Apply**

In some cases, we will not make all the funds you deposit by Check available to you on the first Business Day after the day of your deposit. Depending on the type of Check that you deposit, funds may not be available until the second Business Day after the day of your deposit. However, the first \$275 of your deposit 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 first Business Day after the day of 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 it is necessary to take this action after you have left the premises, we will mail you the notice by the day after we received your deposit, or on the Business Day we learn of the reason requiring the delay.

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

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

- if we believe a Check you deposit will not be paid
- when you deposit Checks totaling more than \$6,725 on any one (1) day
- when you redeposit a Check that has been returned unpaid
- when you have overdrawn your Account repeatedly in the last six (6) months
- if there is an emergency (such as failure of communications or computer 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.

### **Holds on Other Funds (Check Cashing)**

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.

### **Holds on Certificate of Deposit**

A seven (7) business day hold is placed on all CD and/or IRA purchases. Interest will accrue on the CD/IRA during the hold period and will be compounded in accordance with the CD/IRA requirements outlined in this agreement and the *Fee Schedule for Personal Accounts*.

### **Special Rules for New Accounts**

If you are a new customer, the following special rules could apply during the first thirty (30) days your Account is open.

If your New Account is opened online or on a mobile phone and funded by ACH, the initial deposit may be not available for up to three (3) business days. Funds from, subsequent ACH deposits to your New Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, State, and local government Checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions – for example, the Checks must be payable to you. The excess over \$6,725 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 \$6,725 will not be available until the second Business Day after the day of your deposit.

Funds from all other Check deposits less than \$6,725 will be available on the fifth Business Day after the day of your deposit.

### **Check Endorsement Standards**

Check endorsements are to be wholly contained on the back of the Check confined to the area within 1/2" from each Item's trailing edge; i.e., the left edge of an Item as you are looking at it from the front. Failure to comply with these endorsement standards may make you responsible for loss resulting from a delay in return caused by endorsements that are not legible due to placement of endorsement, or due to other printed or written text or numbers appearing on the back of the Check.

## Collection of Checks Policy

You appoint the Bank as your agent for the collection of Checks, drafts, and other orders for the payment of money, including orders for payment in clearinghouse funds and wire transfers that the customer deposits with us. We will make the proceeds of these Items available to the customer in accordance with our availability policy currently in effect. All credits for non-cash Items received for deposit are provisional subject to final settlement. The Bank or any of its correspondents, as your agent for the customer, may accept the draft or credit of any bank or other payor in lieu of cash. The Bank will exercise ordinary care in the handling of Items of deposit and withdrawal per the standards and procedures established for the transaction involved.

## Deposited Check Returns

The Bank can charge back to your Account any Item deposited that is returned unpaid. We may do this even if you have made withdrawals against those deposited Checks. We may, at our discretion, send Checks for collection one or more times when they have been deposited to your Account and returned unpaid. We have no liability for resubmitting these Checks without notice to you.

## 9. SAFEGUARDING YOUR INFORMATION

### A. Protecting Your Checks

You accept sole responsibility for safeguarding your checks. You must protect your Checks and other Account documents and information from theft and unauthorized use. You must write your checks in a way that prevents someone else from completing, altering or adding to them without your authorization. If you become aware that any Checks or other documents and information, such as statements, have been lost or stolen, you must notify us immediately. If you fail to do any of these things or you leave your Checks where they can easily be stolen, we are not responsible for any losses that may result.

### B. Notice of Unauthorized or Altered Checks or Errors; Notice of Forgeries

To be considered for reimbursement for an unauthorized or altered check or other errors, you must notify us in writing within fourteen (14) days after we mail a statement or otherwise make a statement available (for example, an electronically provided statement) if:

- A Check that you did not authorize or a Check listed on the statement is altered;
- Your Account statement contains any errors; or
- You did not receive your scheduled statement.

To be considered for reimbursement for any unauthorized, improper, or missing endorsement, you must notify us in writing of any such endorsement within six (6) months after the Account statement is mailed or made available.

You must provide us with all information we need to investigate the alleged unauthorized item, error, or forgery. You must also file any police reports and provide any supporting written statements, declarations, affidavits, and testimony we reasonably request.

**IF YOU DO NOT COMPLY WITH THE REQUIREMENTS ABOVE, WE ARE NOT REQUIRED TO REIMBURSE YOU FOR ANY CLAIMED LOSS, AND YOU CANNOT BRING ANY CLAIM AGAINST US IN ANY WAY RELATED TO THE CHECK OR ERRORS. IF YOU COMPLY WITH THESE REQUIREMENTS, WE MAY WORK WITH THE DEPOSITING BANK ON YOUR BEHALF TO ATTEMPT TO RECOVER YOUR FUNDS; HOWEVER, WE MAY NOT BE LIABLE TO REIMBURSE THESE CHECKS TO YOU. IN ADDITION, IF YOU FAIL TO NOTIFY US IN WRITING OF ANY UNAUTHORIZED CHECK WITHIN FOURTEEN (14) DAYS AFTER WE MAIL OR OTHERWISE MAKE AVAILABLE A STATEMENT THAT FIRST LISTS AN UNAUTHORIZED CHECK, WE ARE NOT REQUIRED TO REIMBURSE YOU FOR UNAUTHORIZED CHECKS INITIATED BY THE SAME WRONGDOER(S) THAT WE PAY AFTER THAT TIME.**

## 10. OTHER LEGAL TERMS

### A. Rules Governing Your Account

This Agreement is governed by federal law and, when not superseded by federal law, by the laws of the State of Indiana, without regard to conflict of law principles. In addition, we are subject to certain federal and state regulations and local clearinghouse rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of this Agreement and any applicable

law, regulation, or rule, the terms of this Agreement will control to the extent any such law, regulation, or rule may be modified by agreement.

If any provision of this Agreement is determined to limit the Bank's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices.

**WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.**

## **11. RESOLUTION OF DISPUTES; ARBITRATION AND WAIVER OF CLASS ACTION**

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

You and the Bank agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your Accounts, or the products or services the Bank has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the Bank (hereafter referred to as the "Claims"). Attempts to informally settle the Claims shall include a written exchange of information describing the Claims, the basis for the Claims, and the relief sought, and then an in-person meeting (or a meeting by Zoom or similar electronic means) to discuss, in good faith, potential resolution of the Claims. If the Claims cannot be resolved informally, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), including rules applicable to mass arbitrations, whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge; or, a copy of the Rules can be obtained at any Bank branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).** This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your Accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. This Arbitration Agreement shall not apply to: (i) claims that are or can be initiated in or transferred to small claims court or a comparable court of limited monetary jurisdiction, so long as they are prosecuted individually; (ii) actions initiated by or against "covered borrowers" under the Military Lending Act; (iii) claims involving residential mortgage secured loans covered by Regulation Z; or (iv) any other claims where arbitration is prohibited by law.

### **B. Selection of Arbitrator**

The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, or declines to administer the Claims for any reason, and if you and we do not agree on a substitute arbitration forum, then you can select the arbitration forum for the resolution of the Claims.

### **C. Effective Date**

This Arbitration Agreement shall be effective on the day it is provided to you or the day you open your Account, whichever is earlier.

#### **D. Arbitration Proceedings**

The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced, or remotely by Zoom or other electronic means if required by the Rules or approved by the arbitrator. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including any kind of relief that could be awarded by a court, including injunctive relief. The Arbitrator shall follow the law and shall not be entitled to make errors of law. Discovery shall be available for nonprivileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed, provided, however, that either party may appeal to any court with jurisdiction to the extent the Arbitrator makes an error of law. The Bank shall pay for any filing, administration, and arbitrator fees imposed on you by AAA (or the applicable arbitration forum), except if you are the claimant seeking relief, in which case you shall be responsible for: the first \$200 of the filing fees, whatever amount is required by AAA, or the amount you would be required to pay to file a claim in the applicable court, whichever is the greatest. You will be responsible for your own attorneys' fees. The Arbitrator shall be entitled to award attorneys' fees and costs to the prevailing party in the arbitration if permitted by applicable law. Nothing contained in this Arbitration Agreement shall prevent either You or the Bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Nor shall anything contained in this Arbitration Agreement prevent either you or the Bank from exercising self-help remedies, including nonjudicial foreclosure, repossession, or set off. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

#### **E. Class Action Waiver**

Any arbitration of a claim will be on an individual basis. You understand and agree that you are waiving the right to participate as a class representative or class member in a class action lawsuit.

#### **F. Severability**

In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable. FOR MORE DETAILS or if you have questions, you may call us or visit a branch.

#### **G. Location of Legal and Arbitration Proceedings**

Arbitration hearings shall be conducted within fifty (50) miles of the location of your Account. If a legal claim is not subject to arbitration for any reason, then the legal claim shall be decided in any court of competent jurisdiction in the location of your Account, and you hereby irrevocably consent and submit to jurisdiction in any such court.

The location of your Account is determined as follows:

- If you applied for the Account in person at one of our banking centers, then the Account is located in the State where you applied.
- If you applied in person for an Account with one of our representatives somewhere other than at one of our banking centers, your Account is located in the State where the representative's business office is located.
- If you applied for the Account by mail, digitally, or through other remote means, and your address as recorded in our records was in a State where we had a banking center at the time, then the Account is located in that State, which for joint Accounts will be based on the address of the owner whose name was listed first.
- In all other cases your Account is considered located in Indiana.

With respect to all claims and disputes that are not submitted or subject to arbitration for any reason, you hereby consent to personal jurisdiction and venue exclusively in an appropriate state court located in St. Joseph County, Indiana or the United States District Court for the Northern District of Indiana, South Bend Division, located in St. Joseph County, Indiana. Nothing herein shall affect the Bank's right before, during or after commencing arbitration proceedings to apply to an appropriate court for provisional relief, including injunctive relief, or to exercise self-help remedies, such as setoff.

## **12. LIMITATION ON TIME TO BRING LEGAL CLAIM**

You must file any legal claim against us within two (2) years after the cause of action accrues or else it shall be barred unless federal or State law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a legal claim. If applicable law does not permit contractual shortening of the time during which a legal claim must be filed to a period as short as two (2) years, you and we agree to the shortest permitted time under applicable law.

## **13. WAIVER OF JURY TRIAL**

If a legal claim is not subject to arbitration for any reason, due to the complexity, high cost and time involved in litigation before a jury, you and the Bank each knowingly, voluntarily, irrevocably, without coercion, waive any and all rights to trial by jury of any disputes between them and further waive any right to consolidate, by counterclaim or otherwise, any action or proceeding concerning any dispute between them with any other action or proceeding in which there is a trial by jury or in which a jury trial cannot be or has not been waived.