

# Personal Accounts & Services

## Disclosure and Agreement

EFFECTIVE FEBRUARY 23, 2019

### HOW TO CONTACT US

If you have any questions about this Account Agreement or any PurePoint® Financial products and services, we're here to answer them.

#### When you need to:

- Report a compromised Online Banking or Telephone Banking service access code (call us immediately)
- Check account balance and rate information
- Find out if a direct deposit has been made
- Report errors concerning ACH or online transactions, or check conversion
- Cancel or stop payment on a preauthorized electronic transfer (ACH)
- Ask about any other electronic transactions
- Use or ask about Telephone Banking

#### Contact us at:

##### **1.855.488.7873 (toll-free)**

Telephone Banking:

24 hours, 7 days a week

Personal Service: Monday – Friday,  
8:00 a.m. – 9:00 p.m. Eastern Time  
(except federal holidays)

TDD Telephone Banking for  
hearing impaired:

**For Relay Service, dial 7-1-1 and  
provide Relay Operator with  
1.855.488.7873 (toll-free)**

PurePoint Financial  
P.O. Box 2157  
Cranberry Twp, PA 16066

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# Welcome to PurePoint Financial

When you open your account with us, you'll receive this Personal Accounts & Services Disclosure and Agreement, formerly All About Personal Accounts & Services Disclosure and Agreement ("Account Agreement"), which is a contract that establishes the rules controlling your account, including the rights and responsibilities of you and PurePoint Financial. Regardless of terminology used or communications to the contrary, your PurePoint Financial account will not be deemed opened until you have successfully completed your new account application, we have approved your application, and you have accepted all required agreements and disclosures. We may also require initial account funding before your account is deemed opened.

This Account Agreement applies to the accounts you open with PurePoint Financial now and in the future. This Account Agreement does not apply to accounts opened with MUFG Union Bank, N.A. Separate terms and conditions apply to accounts opened with MUFG Union Bank, N.A.

You agree that your accounts will primarily be established for personal, family, or household use.

**What your Account Agreement includes:** Our Account Agreement with you is represented by several documents that you'll receive when you open an account. Each contains important information about any changes that can occur in your account, and you should read them carefully. These documents include:

- The Personal Accounts & Services Disclosure and Agreement
- Information provided by us and you as part of your online account opening experience with PurePoint Financial
- The applicable [Personal Accounts Fee Schedule](#)
- [Savings Account Rates](#) (if you open a savings deposit account)
- [Certificates of Deposit Rates](#) (if you open a certificate of deposit account)
- [No-Penalty CD Rates](#) (if you open a No-Penalty certificate of deposit account)
- [A Guide to Our Savings Account](#) (if you open a savings deposit account)
- [A Guide to Our Certificates of Deposit](#) (if you open a certificate of deposit account)
- [A Guide to Our No-Penalty CDs](#) (if you open a No-Penalty certificate of deposit account)
- [Privacy Policy](#)
- [E-Sign Consent](#)
- [Online Banking Service Agreement](#)
- Any accompanying amendments or riders to the above documents or materials

Unless we tell you otherwise in writing, these documents contain all of the terms of your account and supersede previous versions that you may have received.

**Other:** You must agree to our E-Sign Consent, enroll in Online Banking, and have a valid email address to open and maintain an account with PurePoint Financial. See the *E-Sign Consent* and *Online Banking Service Agreement*.

**Personal (Consumer) Accounts:** Personal accounts are available for the non-business, personal use of our customers.

**How you show us that you've agreed to these terms:** During the account opening process, you will be provided an opportunity to accept these terms, together with the terms of our [Online Banking Service Agreement](#). By opening an account, or continued use of your account, you acknowledge that you have reviewed, understand, and agree to these terms.

# CUSTOMER IDENTIFICATION NOTICE UNDER THE USA PATRIOT ACT: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means to you: When you open an account, we will ask for your name, address, date of birth, tax identification number (TIN), and other information that will allow us to identify you. We may also ask to see a driver's license or other identifying documents for account Owners (and possibly authorized signers).

We may further ask you for specific information regarding the nature of anticipated activity, the sources of your funds, the purposes of transactions, the relationship you have with persons to whom you send funds and persons who send funds to you, the anticipated frequency of such transactions, the ultimate beneficiaries of funds you send and receive, and other questions that may help us clarify the nature and purpose of transactions. We may close accounts if we are unable to understand the purpose of the account, the structure of the organization, the authority of the signers, the documentation provided, or the general risk associated with the establishment of the account. We may elect not to disclose the specific reason for our action.

Owners or fiduciaries may also be asked at account opening and from time to time to provide us with valid documentation of trust agreements (or certification of trust), court orders, and any other documents deemed necessary by us.

## DEFINITIONS YOU SHOULD KNOW

It's important for you to understand all the information in your Account Agreement. So we've included the following key definitions.

**Adjustments:** Corrections or changes we may make to your account (both credit and debit). For example, deposits recorded on deposit slips in the wrong amount, or Items you deposit are returned unpaid.

**Annual Percentage Yield (APY):** The total amount of interest paid on an account, based on the interest rate and the frequency of compounding, and expressed as a percentage. Unless otherwise noted, it is based on a 365-day period (366-day period in a leap year).

**Annual Percentage Yield Earned (APYE):** An annualized rate that reflects the relationship between the amounts of interest actually earned on your account during a statement period and the average daily ledger balance in the account for that period.

**Available Balance (or Available Funds):** The amount of funds available in your account for withdrawal. The Available Balance may not include the amount of a pending transaction; funds on hold based on our *Funds Availability Policy* described in this Account Agreement; funds held in connection with transactions identified in a notice of presentment or return; funds held in connection with an adverse claim, a dispute, a levy, or other legal process; and funds held because of a security agreement. This amount may be different from your **Ledger Balance** (the total collected and uncollected funds shown for your account in our records).

**Statement Average Daily Balance:** The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

**ATM Cards:** ATM cards are not available for PurePoint accounts.

**Balance Computation Method:** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**Business Days:** Monday through Friday, excluding federal holidays. Unless otherwise noted, time refers to Eastern Time.

**Kiosk Deposit:** As used in this Account Agreement, refers to deposits made at a PurePoint Financial Center Kiosk terminal (other than a mobile device).

**Item:** An order, instruction, or authorization to withdraw or pay funds or money from an account, substitute check, electronic transaction, draft, demand draft (commonly referred to as a remotely created check), or other order or instruction for the payment, transfer, or withdrawal of funds.

**Mobile Deposit:** As used in this Account Agreement, refers to check deposits made using mobile devices (other than a Kiosk).

**PIN:** Refers to your personal identification number.

**Owner:** The person or persons who hold an ownership interest in the account. An Owner may be an individual or a joint tenant, or may be an individual acting only in a fiduciary capacity, such as a trustee, executor, administrator, or conservator. An Owner may act individually or on behalf of all Owners when taking any actions with the account. Whenever this Account Agreement discusses actions only Owners can take, we will use the term "Owner." Unless otherwise expressly provided in this Account Agreement, any one Owner (or authorized signer) may act on behalf of and bind all Owners to an account, including all transactions, withdrawals, and communications from an Owner (or authorized signer).

**We, our, us, and the Bank:** Refers to PurePoint Financial, a division of MUFG Union Bank, N.A.

**You and your:** The Owner(s) and any authorized signers on an account, or any other persons authorized by you or an Owner, or by law.

## USING YOUR ACCOUNT

When it comes to your account, our priority is to help you use it in the most efficient way—and avoid any problems. That's why you should read the following information carefully and keep this Account Agreement in your records for future reference.

Keep in mind that, as the Owner of an account, it's your responsibility to keep track of your transactions and the Available Balance in your account.

### Deposits

***We will not accept cash deposits.***

### Source of Deposits

**Who we'll take deposits from:** We may accept items payable to any of you for deposit to your account from any source without questioning the authority of the person making the deposit, including, but not limited to, deposits made at a Kiosk.

**What happens to deposits without instructions:** If you make a deposit that is not accompanied by instructions telling us how or where it should be credited, we may apply it at our sole discretion to any deposit account that any Owner maintains with us.

**Limitations:** We may refuse to accept a deposit or an addition to an account, limit its size, or return all or part of it to you. Kiosk and Mobile Deposit limits may also apply. We also reserve the right to limit the amount of funds that may be maintained in your account(s). We may also, in our sole discretion, hold funds you deposit if for any reason we believe it necessary in order to limit your and/or our losses.

**Certificates of Deposit:** The account opening deposit needs to be funded with a single transaction. If you make a deposit at a Financial Center Kiosk or deposit using a mobile device, you may deposit multiple checks as long as each individual check is \$10,000 or more and they are all deposited at the same time as part of a single initial funding. Additional deposits are not permitted during the term of your account.

## Endorsements

**What endorsement is required:** There are times when we may endorse and/or collect Items deposited to your account without your endorsement. We reserve the right, however, to require your personal endorsement prior to accepting an Item for deposit, including the restrictive endorsement required for mobile check deposits (See *Mobile Deposits* section in this Account Agreement below, and the *Online Banking Service Agreement*).

**When there are multiple endorsements:** If you deposit an Item that bears the endorsements of more than one person, or if one or more persons are not known to us, we may refuse the Item, or require that the endorsements be guaranteed by another financial institution acceptable to us.

## Items Sent for Collection

**When this usually occurs:** Often with questionable or damaged Items, PurePoint Financial and other institutions may refuse to accept a check or other Item for deposit or may accept it on a collection basis only.

**If we accept an Item for collection:** We will send it to the institution upon which it is drawn, and we may, at our sole discretion, provide provisional credit to your account until the funds are collected from that institution.

**If we choose to credit your account:** We may credit your account before we receive funds from the other institution. If for any reason we don't receive payment, we will charge the amount back against your account.

**About fees:** Other institutions that send or receive Items for collection involving your account may impose a fee for their services.

**Verification and final payment:** Any item that we accept for deposit is subject to later verification and final payment. Regardless of whether you have already used the funds, we may deduct funds from your account if an item is lost, stolen, or destroyed in the collection process; if it is returned to us unpaid; or if it was improperly paid, or untimely returned.

**About checks from other institutions:** Our employees cannot and do not promise that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

**International payment orders and transfers:** Incoming or outbound international payment orders or other transfers are prohibited.

## Funds Availability Policy

**Your Ability to Withdraw Funds:** We do not accept cash deposits or withdrawals from your accounts. Our policy is to delay the availability of funds from your check deposits and electronic funds transfers as explained under Availability Timeframes below. During the delay, you may not withdraw the funds from your account. Once they are available, you can withdraw the funds in the form of a cashier's check or electronic funds transfer. Please keep in mind, however, that after we make funds available to you and you have withdrawn the funds, you are still responsible for checks, including mobile deposits, and PurePoint Kiosk and iPad deposits you deposit that are returned to us unpaid.

For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays. Checks deposited using one of our Kiosks before 5:00 p.m. (Central and Eastern Time) on a Business Day will be considered deposited that Business Day. Check deposits mailed to PurePoint Financial are considered deposited on the Business Day on which the deposit is removed from our P.O. Box and is available for processing. Deposits received after the cutoff or on a non-Business Day will be deemed "received" on the next Business Day. For example, a deposit made on Saturday is deemed received on Monday.

Unless otherwise noted, this *Funds Availability Policy* applies to electronic funds transfers, checks deposited at a Kiosk, or checks deposited by mail addressed to PurePoint Financial. Mobile check deposit availability can be found in the section titled "Mobile Deposits" below. Certificate of deposit check availability can be found in the section titled "Special Rules for Certificate of Deposit (CD) check deposits" below. Checks may not be deposited through a Financial Center employee. This *Funds Availability Policy* does not apply to checks drawn on banks located outside the United States or checks drawn in foreign currency.

## Availability Timeframes

**Same-Day Availability:** Funds from the following deposits are available on the Business Day we receive the deposit:

- Electronic direct deposits to your account
- Wire transfers

**Next-Day Availability:** Funds from the following check deposits to a savings account are available on the first Business Day after the day of your deposit:

- U.S. Treasury checks and U.S. Postal Service money orders that are payable to you
- On-us checks (checks drawn on MUFG Union Bank, N.A.). Note: On-us checks cannot be accepted in-person at PurePoint Financial Centers, therefore next-day availability does not apply.

**Second-Day Availability:** For check deposits to a savings account other than those identified above, we make funds from your check deposits available to you on the 2nd Business Day after the Business Day we receive your deposit. The first \$200 of your deposit, however, will be available on the 1st Business Day following your deposit. In addition to other checks you deposit, this will include funds you deposit from the following checks (provided the check is made payable to you): state and local government checks, cashier's, certified, and teller's checks, Federal Reserve Bank checks, and Federal Home Loan Bank checks.

**Four-Day Availability:** Funds credited to your account as a result of ACH debits originated by you with us will be held until the 4th Business Day following the credit to your account.

**Longer Delays May Apply:** Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
  - You deposit checks totaling more than \$5,000 on any one day.
  - You redeposit a check that has been returned unpaid.
  - You have overdrawn your account repeatedly in the last 6 months.
  - There is an emergency, such as failure of computer or communications equipment.
- Note: A standard hold is any hold placed on a check that does not meet one of the exception reasons above. 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 7th Business Day after the day we receive your deposit.

**Special Rules for New Accounts:** If you are a new customer, the following special rules will apply during the first 30 days your account is open. Existing clients of MUFG Union Bank, N.A., are not considered 'new' clients of PurePoint Financial for Funds Availability new account purposes.

- Funds from electronic direct deposits to your account will be available on the Business Day we receive the deposit.
- Funds from your deposit of U.S. Treasury checks and U.S. Postal Service money orders will be available the next Business Day.
- Funds credited to your account as a result of ACH debits originated by you with us will be held until the 4th Business Day following the credit to your account.

- The first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers checks, federal, state, and local government checks made to a savings account will be available on the 2nd Business Day after the day of your deposit if the deposit meets certain conditions (i.e., checks must be payable to you). The first \$200 of your deposit, however, will be available on the 1st Business Day after the day of your deposit. The excess over \$5,000 will be available on the 7th Business Day after the day of your deposit.
- Funds deposited into a savings account from all other check deposits (including checks drawn on MUFG Union Bank, N.A.) will be available on the 7th Business Day after the day of your deposit. The first \$200 of your deposit, however, will be available on the 1st Business Day following your deposit.

**Mobile Deposits:** Checks deposited using Mobile Deposit before 7:00 p.m. (Eastern Time) on a Business Day will be considered deposited that day. Deposits received after the cutoff or on a non-Business Day will be deemed "received" on the next Business Day. For example, a deposit made on Saturday is deemed received on Monday. Check deposits of \$5,000 or less made to a savings account will generally be available on the 4th Business Day after the Business Day we receive your deposit (see section below for check deposit availability for CDs). In some cases we may delay availability of your deposit until the 7th Business Day after the Business Day of your deposit. Funds availability rules set forth in Federal Reserve Regulation CC do not apply to checks deposited using Mobile Deposit. Some deposit limits or restrictions may apply for check deposits made through Mobile Banking or through a Financial Center Kiosk.

You agree to endorse each original check submitted through Mobile Deposit or through a PurePoint Kiosk with the below restrictive endorsement along with your signature, in order to minimize the effects of possible duplicate presentment of the same check:

***"For mobile deposit only to PurePoint Financial."***

If you neglect to add to each original check submitted for deposit this restrictive endorsement, the Bank may reject the deposit, and will not be liable for losses and/or fees you may incur for reversing or debiting your account for such duplicate presentment.

*See also the Online Banking Service Agreement for more information.*

**Special Rules for Certificate of Deposit (CD) check deposits:** Funds from check deposits made to a CD via Kiosk, lockbox, or mobile device have different availability rules than those outlined above:

**New Customers:** The entire deposit amount will be available on the 7th Business Day after the day of deposit.

**Existing Customers:** Amounts \$5,000 and under will be available on the 4th Business Day after the day of deposit. Amounts over \$5,000 will be available on the 7th Business Day after the day of deposit.

## Interest

### Savings Accounts

At our discretion, your Interest Rate and Annual Percentage Yield may change as often as daily without notice. We may change the Interest Rate on your account at any time. Your account is a tiered rate account. The applicable Interest Rate and Annual Percentage Yield applied to the entire balance in your account will be determined by the daily balance in your account. At our discretion, we may change balance ranges within each interest rate tier and may apply the same interest rate tier to more than one balance range. For example, if your daily balance is \$10,000 or more, the Interest Rate and Annual Percentage Yield disclosed for this tier will be paid to the entire balance of your account. You need to maintain the minimum balance reflected in the account each day to obtain the disclosed Annual Percentage Yield.

**Rate Information:** See our [Savings Account Rates](#).

**Compounding and Crediting:** Interest will be compounded on a daily basis. Interest will be credited to your account on a monthly basis.



**Effects of Closing an Account:** If you close your account before interest is credited, you will receive accrued interest up to (but not including) the closing date.

**Accrued Interest on Noncash Deposits:** Interest begins to accrue on the Business Day you deposit noncash items (for example, checks).

## Certificates of Deposit

The Interest Rate and corresponding Annual Percentage Yield are set at our discretion and are based on market conditions and other business factors, the account balance, and the maturity term of the CD. The Interest Rate is fixed for the applicable term. You will be paid this Interest Rate up to the maturity date. The Interest Rate and Annual Percentage Yield assume interest remains on deposit until maturity.

**Term Options:** Please refer to our *Certificates of Deposit Rates* for currently offered terms. Your term and account maturity date will be based on your instructions provided during the account application process. You will receive a Confirmation Notice, confirming your selected term and corresponding maturity date, when we receive and confirm funding on your new account.

**Rate Information:** See our [Certificates of Deposit Rates](#).

**Compounding and Crediting:** Interest will be compounded on a daily basis. Interest will be credited to your account on a monthly basis. You may elect to have interest transferred to your PurePoint Financial savings account or to your external linked account; otherwise, interest will be paid by crediting your certificate of deposit account.

**Effects of Closing an Account:** If you close your account before interest is credited, you will receive accrued interest up to (but not including) the closing date. Note: Early withdrawal penalties may apply. Please see the Withdrawals section below, "Early Withdrawal Penalties" for details.

**Accrued Interest on Noncash Deposits:** Interest begins to accrue on the Business Day you deposit noncash items (for example, checks).

## Withdrawals

### Authorized Account Signers

**How we identify authorized signers:** Your electronic account opening record identifies who is authorized to make withdrawals, transfer funds, stop ACH payments, obtain other supporting services (e.g., electronic funds transfer services or wire transfers), and otherwise give us instructions regarding your account. Any one account Owner or authorized signer can withdraw part or all of the money, subject to the terms and conditions of this Account Agreement, without the signature or permission of the other account Owners or authorized signers. The foregoing holds true even if the withdrawal is conducted by an account Owner who is a minor.

**Your responsibilities for authorized signers:** You agree that signatures (including electronic signatures) by your authorized agents are valid, even if the principal-agent relationship is not indicated on the instruction.

**Our responsibilities for authorized signers:** We may rely on a communication or endorsed deposited check that bears a signature or endorsement (including a facsimile signature) resembling the name of an authorized signature on file with us. Please be aware that we have no duty to investigate or question withdrawals or the application of funds.

**Identification Requirements:** Anytime you make a withdrawal or close an account, we may (but are not obligated to) require suitable identification and/or presentation of account ownership records. This can also include, at our discretion, the signatures or approval of all Owners.

**Cash Withdrawals Not Permitted:** You will not be permitted to make cash withdrawals from your account.

## Savings Accounts

**Transaction Limitation for Savings Accounts:** Transactions involving savings accounts are limited by federal regulation. You may make no more than 6 limited transfers and/or withdrawals (subject to Available Balance) per statement period by preauthorized transfer to another payee or institution, including MUFG Union Bank, N.A. (includes ACH or wire), online banking transfer, Mobile Banking transfers, automatic transfer to another PurePoint Financial account, or telephone transfer. Your Kiosk transfers will be treated as online banking transfers for this purpose and will count toward the 6 limited transfers.

If you exceed these limitations, we may refuse to honor the excessive transactions, remove your transfer privileges, or close the account without prior notice. We may impose a \$10 Excess Activity Fee for each limited transaction exceeding the limits; maximum \$50 per statement period. We will immediately charge this fee for each transaction that exceeds the limits, regardless of the account balance. If your account is closed as a result of excessive transactions, you (as primary or joint account Owner) will not be able to open an account with us, or be added as a joint account Owner to a savings account with us, or open a savings account or money market account with MUFG Union Bank, N.A., for 12 months from the time the account is closed.

**Note:** Your other institution may make two small trial deposits to your PurePoint account to verify ownership. At their discretion, they may also withdraw these trial deposits. Please keep in mind that federal regulation requires us to count the withdrawal(s) toward your six (6) limited transfers and/or withdrawals from your PurePoint savings account per statement period. We may impose an Excess Activity Fee for each limited transaction exceeding the limits.

## Certificates of Deposit

**Withdrawals:** When you invest in a CD, you agree to keep the principal amount on deposit with us for the maturity term you have selected. All or partial withdrawals prior to maturity may be subject to an Early Withdrawal Penalty. You can withdraw interest paid during the current term of the CD without incurring an Early Withdrawal Penalty. Cash withdrawals are not permitted at any time. If we close your account prior to maturity pursuant to the rights provided in our agreement with you, the closing transaction may be subject to an Early Withdrawal Penalty. Withdrawals will reduce account earnings.

**Withdrawal of Interest Prior to Maturity:** The Annual Percentage Yield assumes interest will remain on deposit until maturity.

**Early Withdrawal Penalties:** We may assess a penalty if you withdraw all or a portion of the principal before the maturity date. You can withdraw interest paid during the current term of the CD without incurring an Early Withdrawal Penalty. The Early Withdrawal Penalty assessed will equal 181 days of simple interest at the rate being paid on the amount withdrawn.

## Certificate of Deposit Renewals and Grace Period

**Renewals:** Upon maturity, this CD account will automatically renew for the same term and Interest Rate in effect on the maturity date unless funds are withdrawn during the "grace period". This automatic renewal provision applies to the first maturity date and all subsequent maturity dates.

**Grace Period:** You have 10 calendar days beginning on the maturity date to withdraw funds without penalty. If you withdraw all of your funds during the grace period, your account will not earn interest after the maturity date. If you make a partial withdrawal during the grace period, your existing term and maturity date established when the account automatically renewed will remain in place, and will renew at the Interest Rate in effect on the maturity date. Please note that you are only allowed one deposit or withdrawal during the grace period. When your account renews, it must continue to meet our then current minimum opening balance requirement applicable to the account.

If you make a term change (i.e., change from a 12-month to an 18-month term) during the grace period, the grace period ends and your CD will renew at the Interest Rate in effect for the new selected term beginning on that day. You may still make one deposit by the cutoff time on the last Business Day of grace period by calling the Client Support Center, through Online Banking, at a Financial Center Kiosk, or using Mobile Deposit.

**Prohibited Transactions:** You may not use your account or any account-related service to conduct any activity that would violate applicable law.

## **Electronic Posting (Presentment) of Transactions**

**When we may charge your account:** We may charge your account on the day that a transaction is presented (or returned) to us directly or electronically for payment. However, if we receive notice that a check or other item deposited in your account is being returned, or if we receive notice that a check or electronic payment (e.g., at a point of sale) is being processed for collection, we may charge your account or place a hold on funds when we receive the notice. Refer to "Order of Processing Transactions," below, for further processing information.

**Advance Notice of Withdrawals/Transfers:** We reserve the right to require 7 days' advance written notice before you withdraw funds from your savings account.

## **Electronic Funds Transfers**

The following terms apply to electronic funds transfers governed by the Electronic Fund Transfer Act. Any Owner or authorized signer on an account may apply for electronic funds transfer services on behalf of all of you. Once an electronic funds transfer service is established, any authorized signer on your account may act alone in conducting electronic funds transactions, regardless of the number of required signers indicated on the account application, even if we have entered into a separate written agreement to the contrary.

**Automated Clearing House (ACH) Services:** ACH is a method of processing electronic Items transactions to and from your bank accounts. ACH transactions refer to ACH debits, ACH credits, or both ACH debit and credit transactions ("ACH Transactions").

**Applicable Law Regarding ACH Transfers:** You agree that each ACH Transaction on your account is subject to NACHA - The Electronic Payments Association's Operating Rules and any local ACH rules, as these may be amended from time to time. You agree that we may rely on the representations and warranties contained in these Operating Rules, and may either debit or credit your account as instructed by the originator of the ACH Transaction. ACH entries originated or received on your behalf may be transmitted through one or more ACHs. Your rights and obligations regarding these transfers are governed by applicable law.

## **ACH Provisional Payment**

**How your account is credited:** When an ACH transfer is made, credit for the transfer is provisional (temporary) until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not considered to have made payment to the payee, and the payee's bank is entitled to a refund of the provisional credit, even if you have already withdrawn some or all of the funds.

**How this affects your account:** If we give you provisional credit for an ACH transfer but do not receive final payment, we may charge your account for the full amount without prior notice or demand.

## **Notice of Incoming Transfer**

**When we give notice of an ACH transfer:** We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement.

**About notices for non-ACH transfers:** Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so.

**How to check that a transfer has occurred:** Contacting our Client Support Center, Telephone Banking service, or through Online Banking.

**Preauthorized/Recurring Transfers:** Preauthorized electronic funds transfers may be made to your account from a third party (e.g., Social Security, a pension fund, or your employer) or from your account to a third party (e.g., recurring mortgage or insurance payments through the Automated Clearing House).

**Preauthorized transfers do not include:** a) transfers to or from business or other non-personal accounts; b) individual transfers we initiate under an agreement with you, but without your specific request; or c) transfers initiated by telephone outside of an agreement with us for the transfer.

**Please note:** If federal recurring or other electronic payments are deposited into your account, the payments may be affected by a change in account status or transfer (e.g., to another office). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic funds transfer services.

**Electronic Check Conversion:** Your account is not a checking account and does not have check writing privileges. You acknowledge and agree that you cannot authorize merchants or other third-party payees to make electronic payments from your account using information purportedly obtained from a check or to collect returned check charges.

## **Record of Your Transaction**

**About preauthorized credits:** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us or check your account online, or view your statement to find out whether or not the deposit has been made.

**When you receive statements:** You will get a monthly account statement for savings accounts. You will get a quarterly statement for certificates of deposit (unless there are transfers in a particular month, in which case you will get a statement that month).

**Notice of varying amounts:** If you have arranged in advance to make regular payments out of your account that may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Our Liability for Failing to Make Transfers:** If we do not complete an electronic funds transfer to or from your account on time or in the correct amount according to our Account Agreement with you, we will be liable for your losses or damages proximately caused by us. There are some exceptions. We will not be liable if:

- Through no fault of ours, you do not have enough Available Funds in your account to make the transfer
- Circumstances beyond our control (such as fire, earthquake, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us
- If the Kiosk or other system was not working properly and you knew about the breakdown when you started the transfer
- The funds in your account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal
- We have reason to believe the transaction may not be authorized by you
- The information supplied by you or a third party is incorrect, incomplete, ambiguous, or untimely

There may be other exceptions stated in this Account Agreement with you.

## **Your Liability for Unauthorized Electronic Funds Transfers:**

By giving your PIN or other access code to another person, you take responsibility for all transactions made by that person or by anyone else to whom that person gives the PIN or access code, directly or indirectly, until you notify us to cancel your electronic service.

Tell us AT ONCE if you believe your access codes, including your PIN, have been lost or stolen, or if you believe that someone has transferred or may transfer money from your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 Business Days after you learn of the loss or theft of your access codes, including a PIN, you can lose no more than \$50 if someone used your PIN without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by access code, PIN or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, delivered, or otherwise made available to you, you may not get back any money you lost after the 60-day period 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 Stop Payment on Preauthorized Transfers from Your Account and Procedure For Doing So:**

If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling or writing to us using the contact information identified at the beginning of this Account Agreement. We must receive your request at least 3 Business Days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and to get it to us within 14 days after you call. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future regular payments to a payee are to be stopped, we may treat your stop payment order as a request concerning the one transfer only.

**Liability for Failure To Stop Payment of Preauthorized Transfer:** If you order us to stop one of these payments 3 Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages proximately caused by us.

**Contact in Event of Unauthorized Transfer:** If you believe your access codes, including a PIN, have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, call us at 1-855-488-7873 (toll-free) Monday – Friday, 8:00 a.m. – 9:00 p.m. Eastern Time (except federal holidays) or write us at:

PurePoint Financial  
P.O. Box 2157  
Cranberry Twp, PA 16066

**In Case of Errors or Questions About Your Electronic Transfers:** Call or write to us as soon as possible at the telephone number/address listed at the beginning of this document if you think the electronic transfer on your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transfer that you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the date, type of claims (error/unauthorized transactions), and dollar amount.

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

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to provisionally credit your account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we determine 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.

**Electronic Transfer Fees:** See our current applicable [Personal Accounts Fee Schedule](#) for charges related to electronic funds transfer services.

**Business Days:** Monday through Friday, excluding federal holidays.

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

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

**Release of Account Information:** We may release information to others regarding your account and the transactions you perform (see the Privacy and Release of Information to Others section).

**Limitations:**

- Certain transaction limitations are imposed on savings accounts (see *the Transaction Limitation for Savings Accounts* section).
- We do not permit transfers between PurePoint accounts and business accounts.
- Other limitations may apply.

**Termination of Service:** We may terminate or suspend your use of our electronic funds transfer services at any time, with or without cause. For example, we may do so immediately if:

- You breach this or any other agreement with us
- We have reason to believe that there has been or may be unauthorized use of your account or security credentials, including your PIN
- There are conflicting claims to the funds in your account
- You request that we do so

## Telephone Banking Services

We offer both our Automated Phone Service and Client Support Center (“Telephone Banking Services”).

For our Telephone Banking Services, or for hearing impaired assistance, simply call us toll-free at 1-855-488-7873.

**When Telephone Banking services are available:** The Automated Phone Service is available to you 24 hours a day, 7 days a week. To speak directly with a Client Support Specialist, you can contact us Monday - Friday, 8:00 a.m. – 9:00 p.m. Eastern Time (except federal holidays).

**What our Automated Phone Service allows you to do:**

- Receive account information
- Transfer funds between your PurePoint Financial Accounts
- Change your Telephone Banking PIN

**What our Client Support Center allows you to:**

- Receive account information
- Initiate Same-Day Transfers: Transfer funds between your PurePoint Financial Accounts and between your PurePoint accounts and accounts with external domestic financial institutions (external accounts must have been previously established and linked)

- Notify us of a change of address
- Change your Telephone Banking PIN
- Order copies of deposits and statements

**What's the cutoff time for Telephone Banking Service requests:** Telephone Banking transfer requests received by us before midnight (for automated) or 9:00 p.m. (for specialist-assisted) on a Business Day will be processed on the same day. Telephone Transfer requests received by us after the applicable cutoff hour or on a non-Business Day will be processed on the next Business Day. (Telephone Banking Services are Eastern Time)

**When the system is unavailable:** Client Support Center is available during our normal Business Hours, excludes federal holidays. Our Automated Phone Service is available 24/7, but may not be during system maintenance. Our Telephone Banking Services generally may not be available due to circumstances beyond our control (such as fire, earthquake, flood, water damage, power failure, strike, labor dispute, computer breakdown, rolling blackout, telephone line disruption, or natural disaster). We are not responsible for any loss or delay you may experience as a result of the unavailability of our Telephone Banking Services.

**How to access Telephone Banking:** You need to provide your Social Security number followed by your 4-digit personal identification number ("PIN") in order to access our Automated Phone Service. You need to provide your account number or your Social Security number, as well as answer additional authentication questions when talking directly with a Client Support Specialist. You agree that we may use these security procedures to verify the authenticity of an instruction such as a transfer request delivered to us in your name (each a "communication"). If we verify the authenticity of the communication using the security procedures, then we may rely on it and you will be obligated on the communication, whether or not the communication was authorized by you (if the communication is an electronic fund transfer under Regulation E, you may have additional rights). Also, if the communication was authorized by you, then you will be obligated on the communication even if we did not verify the authenticity using the security procedures and even if the security procedures would have prevented error. You agree that the security procedures are intended to verify authenticity and not to detect error.

## Telephone Banking Transfers

**What transfer services are available:** You may request one-time transfers between your PurePoint Financial accounts by telephone through both our Automated Phone Service or Client Support Center. You may request one-time ACH transfers to or from your accounts at other domestic financial institutions through the Client Support Center (refer also to ACH Authorizations Using Telephone Banking).

**About transfer instructions:** Our understanding of the transfer instructions and our records shall be conclusive evidence of the actual instructions given.

**Telephone Banking Transfer Dollar and Frequency Limitations:** Please refer to the section titled "Transfer Dollar and Frequency Limitations" below.

**ACH Authorizations through our Client Support Center:** You agree and acknowledge that when you speak directly with a Client Support Specialist to initiate ACH transfers to or from your accounts at other domestic financial institutions, you authorize PurePoint Financial to initiate an ACH transaction to your external account. Note that accounts maintained with MUFG Union Bank, N.A., are treated as external for this purpose.

You agree and acknowledge that the origination of all ACH transactions to your account must comply with U.S. law. Also, you agree that the rules governing the ACH credits and debits will not apply to any type of transfer request for which the ACH was not actually utilized.

You agree and acknowledge that PurePoint Financial is not required to give you next day notice after our receipt of any ACH credit for a rejected or returned transfer request; instead, notification is sufficient by posting the re-credited amount to the applicable deposit account used for the debit and listing it on your periodic statement.

Credit given by us to you with respect to an ACH request is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive a final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with the ACH request.

You must provide accurate information regarding your ACH requests, including external account routing number and account number. If you describe any beneficiary or institution inconsistently by name and account or identifying number, we and other institutions may process the ACH request solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution. We may also process an incoming ACH request based on the account number, rather than on any inconsistent name reflected in the ACH request.

**Telephone Banking Help:** For services not listed above, you may speak with a PurePoint Financial *Client Support Specialist*. If you mail us a request or have questions regarding our Telephone Banking Services, contact us at the address and phone number identified at the beginning of this Account Agreement.

## Online and Kiosk Banking Services

Your access and use of our online and Kiosk banking services will be subject to terms in our Online Banking Service Agreement. The terms of this Account Agreement will apply together with the terms of the Online Banking Service Agreement. To the extent there are inconsistencies between this Account Agreement and the Online Banking Service Agreement, the [Online Banking Service Agreement](#) will control. The term **“Online Banking”** will include the online and Kiosk banking services provided under the Online Banking Service Agreement.

As a condition to maintaining your PurePoint Financial accounts, you will be required to enroll in and maintain access and eligibility for our Online Banking service.

**Online and Kiosk Transfer Dollar and Frequency Limitations:** Please refer to the section titled “Transfer Dollar and Frequency Limitations” below.

## Transfer Dollar and Frequency Limitations

**Internal Transfers:** Provided you have sufficient Available Funds in your account, there is no dollar limit on the transfers you make between your accounts at PurePoint Financial.

**External Account Transfers:** The following dollar limits are aggregated and applied across all channels including when accessed using your personal access device, Online Banking, Mobile Banking, at a Kiosk, and Telephone Banking requests. Initial account funding transactions may not have the same limitations.

- Transfers from your external accounts to your PurePoint Financial accounts are limited to \$250,000 per Business Day, and \$1,000,000 per 30-calendar day rolling period. Transfers from an external account to your PurePoint Financial account may post to your PurePoint Financial account as early as the same day, however, funds will not be available in your PurePoint Financial account until 4 Business Days after your transfer was successfully completed.
- Transfers from PurePoint Financial accounts to external accounts are limited to \$250,000 per Business Day, and \$1,000,000 per 30-calendar day rolling period.

You are responsible to ensure that there are sufficient Available Funds in the account being debited on the date of the transfer.

Transaction limitations apply to savings accounts. Please refer to the Transaction Limitation for Savings Accounts section under Withdrawals.

For security reasons, we may limit the number or amount of transactions through the service. We also may delay or reject a transfer if we suspect that you did not authorize it.



## Payment Orders:

The term "Payment Orders" shall mean transfers governed by Article 4A (Division 11 in California) of the Commercial Code ("Payment Order(s)"). They do not apply to the transactions described in the Electronic Funds Transfers section. Payment Order requests must be submitted to us using the applicable form provided within the Online Banking service (not available using a Kiosk). Payment Order requests must also be consistent with and will be subject to our separate [Online Banking Service Agreement](#). We reserve the right to choose any wire transfer system to process your Payment Orders.

## Order of Processing Transactions

To manage your account, it is important that you are aware of the order in which we process transactions to and from your account. The order we process transactions generally is important if there is not enough money in your account to pay all of the transactions presented on one day. In the normal course of business, we generally process transactions in the following manner: (1) Subject to applicable cutoff hours, most transactions are posted to your account according to the date and time in which these transactions are received by us for processing ("Real-Time Processing"). (2) Certain transactions may be posted after regular bank business hours, during our nightly processing ("After-Hours Processing"). The current order of our processing is described below in further detail.

### Real-Time Processing Order

Typically, the following same-day transactions are posted to your account according to the date and time the transactions are received by us for processing, subject to applicable cutoff hours: Kiosk initiated same-day transactions (such as requests for transfers between your PurePoint Financial accounts, or requests to purchase a cashier's check), same-day Online Banking transactions, same-day Telephone Banking service transfers, wire transfers, transactions resulting from incoming ACH transactions, applicable fees and service charges, and account adjustments. This means that these transactions will typically be posted to your account when they are received, subject to applicable cutoff hours. Please note that when incoming ACH files are received by us throughout the Business Day, they are processed when received in the order that they are presented within the ACH file, without additional sorting. Processing of some transactions may be delayed, for example, if the transaction requires additional authentication or information from you before it can be approved for posting (such as a wire transfer request). Transactions received after an applicable cutoff hour may be deemed received by us the following Business Day.

### After-Hours Processing Order

Daily transactions that will be processed as part of After-Hours Processing include: previously scheduled transfers between your PurePoint Financial accounts, previously scheduled ACH transactions, and check deposits. These transactions will normally be posted to your account in the following order:

1. Scheduled transfers between your PurePoint Financial accounts
2. Scheduled ACH debit or credit transactions (originating with us)
3. Check deposits

## Overdrafts

It is your responsibility to make sure that your account contains sufficient Available Funds at the time you make a withdrawal transaction of any kind. If you are uncertain of your Available Balance, please contact us or check your account activity online.

You agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account, including, without limitation, deposits of government, welfare, retirement, and Social Security benefits, to cover any overdraft existing in your account, to the fullest extent permitted by law.

Our allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you.

Each account Owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the Owner participates in the transaction or benefits from its proceeds.

**Overdraft Protection:** We do not offer overdraft protection services that would otherwise pay a withdrawal transaction presented against an insufficient Available Balance. PurePoint Financial savings accounts cannot be used as overdraft protection to cover other PurePoint Financial accounts or accounts at MUFG Union Bank, N.A.

## Our Personal Accounts Fee Schedule

**What the Personal Accounts Fee Schedule includes:** Our [Personal Accounts Fee Schedule](#) is provided to you as a separate document. It includes itemized descriptions of the most frequently charged fees for your account or bank services.

**What is not in the Personal Accounts Fee Schedule:** Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the schedule is available upon request.

**Charges and Fees:** Account Owners are jointly and severally liable for account charges and fees. We may deduct account charges and fees automatically from your accounts. Fees may reduce account earnings. Fees charged to your savings account may reduce your account balance to a different interest rate tier which could be a lower rate.

***CURRENT FEE INFORMATION: THE FEES, RATES, AND BENEFITS DESCRIBED IN THIS ACCOUNT AGREEMENT AND IN THE APPLICABLE [PERSONAL ACCOUNTS FEE SCHEDULE](#) WERE CURRENT AS OF THE DATE OF PUBLICATION, BUT ARE SUBJECT TO CHANGE. YOU CAN OBTAIN CURRENT INFORMATION BY CALLING US AT THE NUMBER LISTED AT THE BEGINNING OF THIS ACCOUNT AGREEMENT.***

## DISPUTE RESOLUTION

### Resolution of Claims by Arbitration

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or other dispute between us concerning this Account Agreement (each, a "Claim"), including all questions of law or fact relating thereto:

### Option to Arbitrate

Either you or we may elect in writing, without the consent of the other, to arbitrate all Claims covered by this provision. This provision will be broadly interpreted in accordance with the following paragraphs.

### Claims Covered

Claims subject to arbitration hereunder shall include all of the following:

- Claims arising out of or related to this Account Agreement, or any prior or later versions of this Account Agreement
- Claims arising out of or relating to any aspect of any relationship between us that is governed by this Account Agreement, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory
- Claims that relate to the construction, scope, applicability, or enforceability of this provision
- Claims that arose before we entered into this Account Agreement or any other agreement or relationship between us that is governed by this Account Agreement (including, but not limited to, Claims relating to advertising)

- Claims that may arise after the termination of this Account Agreement or any other agreement or relationship between us that is governed by this Account Agreement
- Claims asserted by or against your or our respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs, and/or successors and assigns

### **Claims Not Covered**

Claims subject to arbitration hereunder shall not include the following:

- Any Claim made in any proceeding that you commence in small claims court, so long as it remains in that court
- Any Claim arising out of the exercise by either of us of any self-help remedy, including any offset, account hold or freeze, or repossession
- Any Claim arising out of or related to an obligation secured by an interest in real property

### **Arbitration Procedure**

You and we agree to the following procedures in arbitrating any covered Claim:

Unless otherwise agreed by the parties in writing, the party initiating arbitration may choose between arbitration administered by one of the following:

- The American Arbitration Association (“AAA”) under the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes, except as modified by this Account Agreement. AAA’s rules may be obtained by visiting [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879 (toll-free).
- JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this Account Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained by visiting [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267 (toll free).

Except in the case of a new arbitration by a 3-arbitrator panel, as provided for below, the arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable.

As a condition to conducting the arbitration, the party submitting the arbitration claim shall ensure a written confirmation from the arbitrator that he or she will take reasonable steps to protect customer account information and other confidential information.

The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including statutes of limitation and evidentiary privileges. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

If the arbitrator’s award for a claimant is \$0 or against the non-claimant is greater than \$100,000 or includes an award of injunctive relief against either party, then that party may request a new arbitration by a 3-arbitrator panel in accordance with AAA’s or JAMS’ rules, in which case each reference in this provision to the arbitrator shall mean such 3-arbitrator panel.

Unless otherwise agreed to by the parties in writing, arbitration shall be commenced in California in the county of Los Angeles. Your PurePoint Financial accounts will be deemed located and domiciled in California.

If all Claims are for \$10,000 or less, the claimant may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules.

YOU AND WE AGREE THAT ANY CLAIM MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one person’s Claims, and may not otherwise preside over any form of a class or other representative action. If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void, and all Claims shall be determined in accordance with the provision of this Account Agreement entitled Resolution of Non-Arbitrable Claims.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

### **Arbitration Costs**

Unless the applicable arbitration rules are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator's fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

### **Applicable Law; Severance**

This Account Agreement evidences transactions in interstate commerce. The Federal Arbitration Act governs the interpretation and enforcement of this provision. Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

### **Resolution of Non-Arbitrable Claims**

All Claims that are deemed by the arbitrator as not arbitrable under this Account Agreement, including all questions of law or fact relating thereto, shall at the written request of any party, be determined by judicial reference pursuant to the California Code of Civil Procedure. The parties acknowledge that in such event, a jury will not decide such Claims. The parties shall select a single neutral referee, who shall be a retired state or federal judge (the "Referee"). In the event that the parties cannot agree upon a Referee, the court shall appoint the Referee. The Referee shall report a statement of decision to the court. Nothing in this provision shall limit the right of any party at any time to exercise self-help remedies, foreclose against collateral, or obtain provisional remedies. The parties shall bear the fees and expenses of the Referee equally, unless the Referee orders otherwise. The Referee shall also determine all issues relating to the applicability, interpretation, and enforceability of this provision.

## **ADDITIONAL TERMS AND CONDITIONS**

### **Additions or Changes in Account Terms**

**How we will notify you of changes:** We may add to, delete, or change the terms of our Account Agreement with you at any time. If we decide to do this, we may mail, email, or deliver a notice, a statement message, or an amended Account Agreement to any of you at the last address (location or email) on file for you, your account, or the service in question. You agree that we may send notifications of amendments (additions, deletions, or changes) to the designated primary account Owner and that such notice will be deemed effectively delivered to all account Owners. Your continued maintenance of your account following our notice of any addition to, deletion, or change of the terms of our Account Agreement will be deemed your consent to the addition, deletion, or change.

**About notifying you before changes happen:** Unless otherwise required by law, we may amend the Account Agreement without prior notice (by posting the information on our website, or otherwise making it available to you). We may give you prior notice if we substitute similar services or discontinue currently offered services for certain accounts. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or removing of any fees or the addition of products or services) or if the change is required for security reasons.

### **Adjustments**

**When Adjustments are made:** We may make Adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded or keyed in the wrong amount, or items you deposit are returned unpaid.

## Changes in Account Ownership or Contact Information

**When you should notify us:** You agree to notify us immediately of any change in your name, address, email address, or the authorized signers on your account. If you request to change your mailing address to a P.O. Box, we may ask you to confirm your physical address. We reserve the right to change your address based on postal notifications or any other government notices sent to us.

The contact information you maintain with us is applicable to your PurePoint Financial accounts. To change your contact information applicable to MUFG Union Bank, N.A. accounts, you will need to contact MUFG Union Bank, N.A., to facilitate the change, pursuant to their processes. Likewise, the contact information you maintain with MUFG Union Bank, N.A., will not carry over to your PurePoint Financial accounts and you will need to contact us directly to update your contact information for your accounts with us.

**What you may need to provide to make changes:** We may rely on our account records to determine the ownership of your account. If you want to make a change to the ownership of your account, such as changing your account from an individual to a trust, you will need to notify us of your request. Our records need to indicate the change in ownership. We may require a new account application or other documentation before giving effect to any change in ownership or authorized signers.

## Changes in Authorized Signers for an Account

**Why you must notify us of a change:** If the authorized signers on your account change, until we receive specific notice from you in a form we find acceptable, we may continue to honor instructions that were given to us earlier by any person who was previously authorized. (Keep in mind, a new or updated account profile, by itself, does not represent a notice to terminate any pre-existing payment or transfer plan.)

**About delays in implementing a change:** In some instances, before you can make the change, we may require that you close your account or provide us with stop payment orders, in order to prevent transactions from occurring. There may also be a delay in implementing a change in the authorized signers on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

## Checks

**No Check Writing Privileges:** Your PurePoint Financial account will not have any check writing privileges and you agree not to authorize third parties to present remotely created checks or demand drafts against your account.

**Checks with Special Instructions:** Although we are not obligated to, we may accept checks and other Items for deposit that include special restrictions or notations (e.g., "Void after 6 months," "2 Signatures Required," "Void over \$50," "Payment in Full," and the like), whether on the front or back, in any form or format. If you deposit an Item with such a notation, you agree that it applies only between you and the maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the Item.

**Electronic Contracts, Communications, and Signatures:** You agree that we may use electronic communications to enter into agreements and contracts between ourselves and you and otherwise to establish terms and conditions for products and services you receive from or through us. You agree that electronic communications between us will be subject to the federal Electronic Signatures in Global and National Commerce Act (E-Sign Act). Electronic agreements may be provided to you through such things as hyperlinks or "click-through" agreements on our website, through our Kiosks and otherwise while in-person at one of our Financial Centers. Your consent to or agreement with the electronic communication in these circumstances may occur by your clicking "agreed" or similar terms, or by your subsequent use of a product or service, or otherwise as may be specified in the communication or as provided by law (subject to any limitations set forth in the communication). Your signature and agreement may be obtained by us electronically and includes mouse clicks, key strokes, your use of passwords or other authentication systems, or as is otherwise set forth in the particular electronic communication.

You agree not to contest the authorization for, or validity or enforceability of, our electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether certain

agreements, files, or records are to be in writing or signed by the party to be bound thereby. Records and electronically “signed” documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon our request, you agree to manually sign or place your signature on any paper original of any record or “signed” document which we provide to you containing your purported signature.

## Endorsing Checks

**How you should endorse a check:** Federal regulations specify that the top 1½ inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. Endorsements must be made in blue or black ink, so that they are readable by automated processing equipment.

**Why you should take care when endorsing a check:** If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement that is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage that occurs.

(For restrictive endorsements required for mobile check deposits, see also the *Mobile Deposits* section in this Account Agreement above and the *Online Banking Service Agreement*).

**Substitute Checks:** A substitute check (as defined in the Check Clearing for the 21st Century Act) may be accepted for deposit only if the Item has been returned unpaid and is being redeposited. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such Items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend, and hold us harmless from all losses, costs, claims, actions, proceedings, and attorney’s fees that we incur as a result of such checks, including, without limitation, any indemnity or warranty claim that is made against us because a) the check fails to meet the requirements for legal equivalence; b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated. We may convert original checks to substitute checks. The information below describes rights you have when you receive substitute checks from us. These rights do not apply to original checks or to electronic debits to your account. However, you may have rights under other law with respect to those transactions.

### Substitute Checks and Your Rights –

In some cases, original checks have been converted into the form of a “substitute check” (see below for details). You may redeposit or otherwise use this substitute check just as you would an original check. PurePoint Financial does not have access to the original check.

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

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

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

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

(for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

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

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us toll-free at 1-855-488-7873.

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

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- A copy of the substitute check and the following information to help us identify the substitute check:
  - Your name and account number
  - The check number
  - The date the substitute check was charged to your account
  - The name of the person to whom you wrote the check
  - The exact amount of the check (dollars and cents)

### **Communicating with You**

Your consent and agreement granted to us in this “Communicating with You” section extend to our authorized representatives.

**How we may contact you:** You give us your express consent to call you at any telephone number you have provided to us or provide to us in the future, including cellular (mobile) phone numbers. Your express consent authorizes us to use any means, including automatic dialing technology, artificial and prerecorded voices, and text messages, when we contact you by telephone for any servicing or non-telemarketing purpose, including without limitation, to collect debts. You understand that your phone service provider may charge you for these calls and messages. You also agree that we may monitor and record all telephone calls, electronic communications, and other communications with you, and we may retain them for our records.

You agree that we may contact you by mail at any mailing address you have provided to us or provide to us in the future, and by courier. You agree that we may contact you electronically by email at any email address you have provided to us or provide to us in the future, and that we may also contact you electronically through our Online Banking service. Please refer to your [Online Banking Service Agreement](#) for details on invalid or undeliverable email addresses.

**What we may send to you:** You agree that we may send any notice, record, or other information about your account, such as account disclosures, change-in-terms notices, privacy disclosures, fee schedules,

or transaction notices and alerts, to you at the last contact on file for your account or with any periodic statement we send.

**When considered delivered to you:** You agree that information or notices (including statements) are considered delivered when they are mailed or made available to you in some other way (e.g., website or email address if you have agreed to electronic communications). Information or notices sent to any account Owner or authorized signer are considered delivered to all account Owners and authorized signers.

**Where we send statements and notices:** Statements and notices are normally sent to the last address (or email address) listed with us for your account or service.

**If you do not receive your statement:** Please notify us promptly if you do not receive your statement by the date you normally would expect to receive it.

**What happens if we hold a statement or if mail is returned:** You agree that if we hold a statement or notice because you fail to provide us with a current address, it will be considered delivered to you when it is prepared (if we're holding a statement for you), or when it is made available to you in some other way (e.g., posted on our website or sent to your email address if you have agreed to electronic communications). At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

## **Compliance with Applicable Law**

**What you agree to:** You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. You may not use your account or any account-related service to process Internet gambling transactions or to conduct any activity that would violate applicable law.

**What happens if we suspect illegal activity:** If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter.

## **Conflicting Claims to Account Ownership or Control**

**What types of disputes or problems can affect an account:**

- If there is any uncertainty about the ownership of an account or its funds, or there are conflicting demands over its ownership or control
- If we are unable to determine any person's authority to give us instructions
- If there is suspected financial abuse of an elder or dependent adult, and Adult Protective Services or any similar state or local agency requests us to freeze the account or reject a transaction
- If we believe a transaction may be fraudulent or may violate any law

**What we may do at our sole discretion:**

1. We may freeze the account and refuse transactions until we receive written proof in a form and substance satisfactory to us of each person's right and authority over the account and its funds.
2. We may require the signatures or approvals of all Owners or authorized signers when they withdraw any funds, close an account, or make any change in the account—regardless of the number of authorized signers on the account.
3. We may request instructions from a court of competent jurisdiction at your expense regarding the account or transaction. (e.g., by interpleading the funds with the court).
4. We may continue to honor payment orders and other instructions given to us by persons who, based on our records, appear as authorized signers.

**Something to keep in mind:** Although we have the right to proceed in the ways described above, understand that this does not impose an obligation on us to act on these rights or to deny a transaction.



## Consent for Us to Collect Information

**About your credit information:** To help us determine whether to open or maintain an account, you authorize us to obtain information when opening an account, for identification purposes and regarding your credit history from time to time, from credit reporting agencies and other third parties. For example, new accounts are subject to verification through Early Warning Services, LLC, as well as ChexSystems, Inc. (each a "Reporting Agency") and may be declined based in whole or in part on information obtained in a report from the Reporting Agency. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the Reporting Agency. If we decline to open an account or otherwise provide deposit services, the Reporting Agency will have played no part in our decision and would be unable to supply specific reasons why we would have denied the account or services. You have a right to a free copy of your report from the Reporting Agency, if you request it no later than 60 days after you receive notice of a declined account or service. In addition, if you find that any information contained in a report received by you is inaccurate or incomplete, you have the right to dispute the matter with the Reporting Agency. The Reporting Agency's full name, address, and phone number is as follows:

Early Warning Services, LLC  
Attn: Consumer Services  
16552 North 90th Street, Suite 100  
Scottsdale, AZ 85260  
(800) 204-4616

ChexSystems, Inc.  
Attn: Consumer Relations  
7805 Hudson Road, Suite 100  
Woodbury, MN 55125  
(800) 428-9623

Accounts not maintained in a satisfactory manner are subject to closure by us and may be reported to one or both Reporting Agencies.

**About your address information:** You authorize us to obtain address information from the California or other state Department of Motor Vehicles. By doing so, you waive your rights under California Vehicle Code §1808.21 (or the equivalent). We may also obtain address information from the U.S. Postal Service, or any other government agency, and from public records.

## Cutoff Hours

Instructions received by us on a Saturday, Sunday, or federal holiday; after the close of business on a Business Day; or as otherwise posted, may be considered and acted upon by us as if received on the next Business Day. Unless otherwise noted, time refers to Eastern Time.

## Death or Legally Declared Incompetence

**When to notify us:** You agree to notify us immediately if any Owner, authorized signer, or designated beneficiary on your account dies or is declared incompetent (by a court or as otherwise permissible, e.g., physician's letter).

### How we may proceed:

- Until we receive a notice of death or incompetency, we may act with respect to any account or service as if all Owners, authorized signers or designated beneficiaries are alive and competent and we will not be liable for any actions or inactions taken on that basis.
- We may freeze, offset, refuse, and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the Owner) if that person dies or is judged incompetent.

**What other Owners are responsible for:** If we are obligated to return funds removed from the account following the death or incompetence of any Owner, the other Owners agree to reimburse us for the amount removed.

### If the account is held legally with other Owners:

- Joint Tenancy — If your account is held with more than one Owner, it is a joint tenancy account with rights of survivorship. When any Owner dies, the deceased Owner's share passes automatically to the surviving Owner(s).

- Pay on Death and Totten Trust (“In trust for”) — These accounts pass automatically (and equally) to the named beneficiaries who survive the death of the last surviving Owner, as reflected in our records.

**If there are questions regarding ownership:** If we have any question as to ownership of funds or the amount of funds that belong to any person upon the death of an Owner, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person’s right to the funds.

## Deposit Insurance

**PurePoint Financial is a division of MUFG Union Bank, N.A. Deposits of PurePoint Financial and MUFG Union Bank, N.A., are combined and not separately insured for FDIC insurance purposes.**

PurePoint Financial and MUFG Union Bank, N.A., accounts are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). Any deposits (including time deposits) that you maintain in the same capacity directly with MUFG Union Bank, N.A., or through an intermediary (such as with us or another broker) will be aggregated with deposits in your accounts at PurePoint Financial for purposes of the maximum applicable FDIC deposit insurance amount. You are responsible for monitoring the total amount of deposits that you have with MUFG Union Bank, N.A., and PurePoint Financial to determine the extent of FDIC deposit insurance coverage available to you.

If you’d like more detailed information about FDIC insurance:

WRITE: FDIC

550 17th Street, N.W.  
Washington, D.C. 20429

CALL: 1-877-275-3342

TDD: 1-800-925-4618

VISIT: [www.fdic.gov](http://www.fdic.gov)

## Duty of Care

**About our legal obligation to you:** We owe you a duty of ordinary care, which requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. For instance, when we take an Item for processing by automated means, “ordinary care” does not require us to examine the Item. Unless we specifically agree otherwise in writing, no fiduciary, quasi-fiduciary, or other special relationship exists between you and us with respect to your accounts or account services.

**About reasonable commercial standards:** Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are intended for our own benefit and will not impose a higher standard of care than otherwise would apply in their absence. There are no third-party beneficiaries to this Account Agreement.

## English as the Primary Account Language

**How this affects our communications to you:** English is the controlling language of this Account Agreement. If there is any inconsistency between English and another language that we use to communicate with you, the English version shall control unless we agree otherwise in writing or the laws governing your account specifically require a different result.

**How this affects the way you communicate with us:** All written instructions that you give us must be in English. We may decline to process any Item or instruction written in a language other than English, whether issued by you or another person. We are not responsible for any liability you may incur as a result of our failure to honor such Items or instructions.

## Fax, Voice Mail, and Email

We generally do not accept instructions received by fax transmission, voice mail, or email and we may not review your message sent by those methods until the Business Day after we receive it. If you need to contact us regarding time-sensitive information, it may not be appropriate to use these methods of communication.

## Forces Beyond Our Control (Force Majeure)

We will not be liable for any loss, expense, failure to perform, or delay caused by an act or event beyond our reasonable control that prevents us from performing our obligations under this Account Agreement, such as acts of nature (e.g., fire, flood, earthquake, etc.), military action, strikes or labor disputes, embargoes, government orders, accidents, civil unrest, terrorist attacks, failure of communication systems, power outage, funds transfer system or government rules, or any other force majeure event.

## Governing Law

Your PurePoint Financial accounts will be deemed located and domiciled in California. This Account Agreement, and all matters arising out of or relating to the Account Agreement or your relationship with PurePoint Financial, will be subject to California law without regard to conflict-of-law provisions. Your accounts and services also will be subject to applicable clearinghouse, Federal Reserve Bank, funds transfer system, image exchange, and correspondent bank rules (the "Rules"). You agree that we do not have to notify you of a change in the Rules, except to the extent required by law. If there is any inconsistency between the terms of this Account Agreement and the Rules, the terms of this Account Agreement shall supersede the Rules, unless prohibited by the Rules.

## Inactive Accounts

**What happens when we classify an account as inactive:** State laws generally require that any account be escheated or sent to the U.S. state indicated by your last known address, if after a certain period of time, the Owner has not communicated or conducted any activity on the account. If we determine an account has been inactive for a prolonged period of time, we can classify the account internally as "inactive". For security reasons, if you have no transactions on your account for a period of time as set forth in the applicable state's escheatment laws for your account, and if we cannot reach you in a timely fashion to confirm a new transaction has been authorized by you, we may refuse a withdrawal or transfer from that account.

**About service charges for inactive accounts:** Service charges for inactive accounts are the same as service charges for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as "active."

**What happens to the funds in an inactive account:** If no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law for unclaimed property, we may transfer (escheat) your property to the appropriate state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

**About fees on an inactive account:** We may impose a fee for sending an inactive account notice to you prior to transferring the funds to the state.

## Indemnification

Except as otherwise set forth in this Account Agreement, you agree to indemnify, defend, and hold us harmless from all claims, actions, proceedings, fines, costs, and expenses (including, without limitation, attorneys' fees) related to or arising out of a) your actions or omissions in connection with your accounts or our services, or b) our actions or omissions, provided that they are taken/omitted in accordance with this Account Agreement or your instructions. This provision shall survive the termination of this Account Agreement.

## International Transactions

Based on our operating model, we do not support international transactions, including without limitation international wires and ACH transfers. Receipt of an international transaction may result in enhanced due diligence review and account closure, including applicable fees/penalties.

## Legal Process

We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe in our sole determination (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed

for our record research, photocopying, and handling costs by the party that served the legal process for any action in which you are a party, we may charge such costs to your account, in addition to our minimum legal process fee. You agree to reimburse us for any cost or expense, including attorneys' fees, that we incur in responding to legal process for any action in which you are a party related to your accounts.

We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process regardless of the jurisdiction from which the legal process is issued and whether the legal process is served personally or by mail, email, or facsimile transmission at any of our offices (including locations other than where the funds, records, or property sought are held), even if the law requires personal delivery at the office where your account or records are maintained.

### **Limitation on Time to Bring Action**

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty, or right arising under this Account Agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action occurs. Nothing in this section will serve to lengthen any shorter timeframes required for you to act, as set forth in contract or statute.

### **New Account Verification**

We may use a third-party service to verify and obtain information regarding your previous banking relationships. We may also report the status, history, and/or closure of your account to such third-party services.

### **“Pay-on-Death” Account**

**What this account provides for:** This account is owned by the named account Owner. Upon death of the Owner (or Owners with a joint account) the account passes to the designated surviving beneficiaries, if any. During their lifetime, the Owner(s) may exercise full control over the account and may make deposits to and withdrawals from the account. Upon the death of the last surviving Owner, the account funds pass to the surviving beneficiaries.

**About multiple beneficiaries:** If there is more than one surviving beneficiary, each will receive an equal share of the funds.

**About changing beneficiaries:** The Owner(s) may change beneficiaries during their lifetimes by updating our account documentation. Owners should keep us informed about each beneficiary's most current address.

### **Privacy and Release of Information to Others**

When periodic statements are combined, whether or not at your request, you agree that copies of those statements may be provided to any Owner or person designated as an Owner.

We may release information about you, your deposit accounts, and the transactions you perform to third parties where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to consumer reporting agencies; when you give us your consent; to our affiliates; to other financial institutions with whom we have a joint marketing agreement; to comply with the law or a court or governmental order; to local, state, and federal authorities if we believe a crime may have been committed involving your account; and as permitted by law. Late payments, missed payments, and other defaults on your account may be reflected on your credit report. Please see our [Privacy Policy](#) at purepoint.com to learn how to limit how we share your information and for additional details.

### **Purchase of Cashier's Checks & Stopping Payment on Cashier's Checks**

Cashier's checks issued by PurePoint Financial may be funded from your PurePoint Financial account. All cashier's checks must be issued payable to one or both account Owners and mailed to the account address of record on file for the primary account Owner, unless otherwise instructed by you and approved by us (nevertheless, cashier's checks will only be sent to an address on file with us). You may request a cashier's check by calling toll-free at 1-855-488-7873, or writing to P.O. Box 2157, Cranberry Twp, PA 16066. You will need to allow 14 days to receive your cashier's check, which will be provided by mail.

You do not automatically have the right to stop payment on cashier's checks you purchase from us. If a cashier's check is lost, stolen, or destroyed, please contact us for the procedures to obtain reimbursement or have the cashier's check reissued. In general, you must complete a declaration of loss form describing the cashier's check and how it was lost, stolen, or destroyed. We will then wait ninety (90) days from the date the check was issued before we pay your claim. If ninety (90) days has already passed, we will act on your claim within a reasonable time. If the check is presented during the ninety (90) day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we will not pay your claim.

We reserve the right not to accept and process a stop payment order for a cashier's check that we have reason to believe has been escheated to the applicable state agency.

**If we determine that any such instrument is presented by or on behalf of a person who may be a holder in due course or who may otherwise have the right to obtain payment of the cashier's check from us, we may, without notice to you, pay the cashier's check, even though you may have paid us a fee to not honor the cashier's check.**

## **Residency and Address Criteria**

You must have a permanent resident address and mailing address in the United States to open and maintain your account with PurePoint Financial.

Email Address: You must enroll in Online Banking and have a valid email address to open and maintain an account with PurePoint Financial. See the *E-Sign Consent* and *Online Banking Service Agreement*.

## **Returned Items or Transactions**

If we are notified that an Item you deposited is being returned unpaid, we may attempt to re-clear the Item, place a hold on the funds in question (see the Funds Availability section), or charge your account for the amount (and any interest earned on it), whether or not the return or notice of nonpayment is proper or timely. This also applies to checks drawn on us that are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, funds transfer system, or clearinghouse rule. We may notify you of the return in person, by phone, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an Item deposited to your account is forged or missing, that the Item contains an alteration, or that there has otherwise been a breach of warranty in connection with any Item or transaction, we may charge the Item or transaction back against your account or place a hold on the funds pending an investigation, without prior notice to you.

## **Returned Item Services**

**Automatic Re-Clear:** An automatic re-clear occurs when we send a returned Item to the bank on which it is drawn a second time in an attempt to obtain payment.

**Endorsement Guarantee and Re-Clear:** If you deposit a check with a missing endorsement, the paying bank may return the check unpaid. If we determine that you deposited the check to your account, we will provide the missing endorsement, guarantee the endorsement, and automatically re-clear the check.

## **Security Interest**

You grant us a security interest in your accounts opened with PurePoint Financial as well as with MUFG Union Bank, N.A., including all current and future deposits and renewals, for amounts owing to us or MUFG Union Bank, N.A., now and/or in the future under this Account Agreement or under any account service agreement by any Owner, and including any agreement with MUFG Union Bank, N.A. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

## **Servicemembers**

Please let us know if you are an active duty servicemember; you and your dependents may have additional rights.

## Services for Disabled Customers

It is important that all of our customers feel comfortable banking with us and that they can effectively communicate with us whenever they need to. That's why we provide several aids to help our customers with hearing, vision, or speech impairments or other disabilities. Please contact any PurePoint Financial Center for information regarding specially formatted materials and telephone services for the visually impaired; telecommunication services for the hearing impaired; and other accommodations available to help customers with special needs.

## Setoff

PurePoint Financial and MUFG Union Bank, N.A., may charge or setoff funds in your accounts maintained at MUFG Union Bank, N.A., or opened with PurePoint Financial, for any direct, indirect, and/or acquired obligations that any Owner owes us or MUFG Union Bank, N.A., now and/or in the future, regardless of the source of the funds in the account, to the fullest extent permitted by law. When we setoff a debt you owe us, we reduce the funds in your account by the amount of the debt. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law.

## Severability

If any of the provisions of this Account Agreement are determined to be invalid or unenforceable, that part will be severed and the remainder of the Account Agreement shall remain in full force and effect.

## Statements and Notices

**About combined statements:** Subject to limitations, we require combined statements if you have more than one eligible account with us.

**Cutoff dates for combined statements:** All accounts combined for one statement will have the same monthly cutoff date.

**Who receives copies of combined statements:** Copies of a combined statement may be provided to any account Owner or any other person authorized by an Owner.

**Reviewing notices and statements:** Statements will be provided electronically to you at the email address of your primary account. All account Owners agree that when we make disclosures and notices available to the primary account Owner that the disclosures and notices will be deemed made available to all account Owners. If we provide you with a notice or statement, electronically or otherwise, you are responsible for promptly and carefully reviewing it to determine if any errors or problems exist (see the Unauthorized Transactions and Errors section). You agree to notify us immediately of any error, discrepancy, or unauthorized transaction you discover on any statement or notice. If you fail to do so, you may be responsible for the losses resulting from such failure.

## Tax Reporting

We may report to you and to the Internal Revenue Service (IRS) interest and other payments (i.e., paid rewards or promotional bonuses) you receive during the year. All paid interest or other payments made during the year will be aggregated for reporting purposes.

## Termination, Closing, or Suspending Your Account

**How you can close your account:** Subject to terms and restrictions otherwise provided in this Account Agreement, including potential early withdrawal penalties for certificate of deposit accounts, any Owner or authorized signer may close an account at any time, with or without cause. We are not required to provide notice of such closure to the other Owners or authorized signers.

**How we may close, terminate, or suspend your account:** We may automatically close, terminate, or suspend your account if the account balance is zero. We also may close, terminate, or suspend your account relationship with us at any time, with or without cause, by giving oral, electronic, or written notice to any of you. Without limiting the prior statement, we also reserve the right to close, terminate, or suspend your

account if (i) you do not agree to accept electronic delivery of consumer disclosures, or you revoke your prior consent to receive consumer disclosures electronically; (ii) your access to our online banking service has not been activated or is terminated or suspended for any reason, or (iii) you do not have an active or valid email address.

**What happens to your Available Funds:** If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

**What happens with your outstanding transactions:** We may dishonor any transaction presented for payment after an account is closed. At our sole discretion, we may honor transactions presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (for example, as part of an electronic funds transfer arrangement) or if you fail to give us a timely stop payment order for the transaction, as applicable. You remain responsible for such transactions, which may be treated as overdrafts.

### **Transferring or Assigning Rights to Your Account**

Unless we agree otherwise, your accounts are non-transferable and non-assignable. You may not grant, transfer, or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

### **Unauthorized Transactions and Errors**

If you discover an error or other unauthorized activity involving your account, you must notify us immediately by telephone. Also, promptly notify us thereafter in writing (including a notarized affidavit of fraud should we request it) of the relevant facts, including a description of the transaction or error and the identity of any person you suspect may be involved with unauthorized activity. You agree to carefully and promptly review all statements and notices we send or make available to you. You are in the best position to discover and report any errors or unauthorized transactions involving your account.

Except to the extent prohibited by applicable law and without regard to care or lack of care of either you or us, if you do not discover and report an error or other unauthorized debit to your account within 6 months after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us.

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic funds transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you. To the extent not prohibited by applicable law, our liability will be reduced (i) by the amount of the loss that is caused by your own negligence or lack of care; (ii) to the extent that damages could not have been avoided by our exercise of ordinary care; and (iii) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special, or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced proportionately in accordance with our responsibility for any loss by the amount of any insurance proceeds you receive or are entitled to receive

for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

**(Please note:** Different notice and liability rules apply to substitute checks and certain electronic funds transfers. See the Substitute Checks and Electronic Funds Transfers sections.)

## **Waivers**

We may delay enforcing our rights under this Account Agreement without losing them. Any waiver by us shall not be considered a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Account Agreement.

## **Withholding of Income Tax**

**When we must withhold funds for taxes:** Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if you fail to supply us, under penalty of perjury, with your correct taxpayer identification number (TIN); you fail to provide us with the required certified information; the IRS instructs us to withhold; or the IRS notifies you that you are subject to backup withholding.

**What tax information you must provide:** You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

**About reporting interest:** We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

**What happens if you don't provide your TIN:** We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate in the online account opening process that it is exempt. You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

**What to do if you have exempt status:** PurePoint Financial will not open or maintain accounts for individuals unless they are U.S. citizens or resident aliens.

Deposits of PurePoint Financial and MUFG Union Bank, N.A. are combined and not separately insured for FDIC insurance purposes.

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