

## Personal Disclosures

### Open 7 Days

Convenient Locations in Berks,  
Cumberland, Dauphin, Lancaster,  
Lebanon and York Counties

**Customer Service**  
888.937.0004

**Bank-by-Phone**  
800.937.2003

[mymetrobank.com](http://mymetrobank.com)

# METRO BANK

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## PERSONAL DEPOSIT DISCLOSURE RULES AND REGULATIONS

### GENERAL

As used in this Deposit Rules and Regulations, the term “Agreement” means this Deposit Rules and Regulations, the Signature Card, Schedule of Service Fees and Charges, Truth and Savings Disclosures, Funds Availability Policy Disclosure, and Privacy Notice all of which are incorporated herein by reference and made a part hereof. You should read this entire Agreement carefully.

Your account is governed by applicable federal law, regulations, and operating circulars and the laws of the Commonwealth of Pennsylvania, including but not limited to the Uniform Commercial Code, unless otherwise explicitly provided for herein. Reference to “your state” means the state in which the account was opened. Metro Bank is regulated by the Federal Deposit Insurance Corporation and the Pennsylvania Department of Banking.

In this Agreement, each and all of the depositors are referred to as “you,” “your,” or “yours.” As used in this Agreement, “Metro,” “Bank,” “we,” “us,” or “our” means Metro Bank. Each of you signing the signature card for a deposit account, using the account, or requesting or later adding products and/or services connected to the account acknowledges receipt of this Agreement and agrees to the terms set forth in the Agreement, as amended from time to time. You further agree to be bound by any future revisions, amendments, or supplements to the Agreement, subject to any notice requirements under applicable law. You agree that we may waive, in our sole discretion, any fee, charge, term or condition set forth in this Agreement at the time the account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

You acknowledge and agree that the relationship between you and the Bank created hereunder is of a debtor and creditor and that the Bank is not in any way acting as a fiduciary for you or your benefit, this account is a general account, and that no special relationship exists between you and the Bank.

You agree to comply with all local, state, and federal laws, rules and regulations, as amended from time to time, including without limit to, the Bank Secrecy Act, the USA PATRIOT ACT, the federal anti-money-laundering statutes, and any laws or regulations that are enforced or administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC). All deposits and credits to your account, including, without limitation, wire transfers and other electronic payments, are subject to review for compliance with applicable law, including, without limitation, regulations enforced by OFAC.

This Agreement constitutes a contract and agreement between you and the Bank. The current version of this Agreement supersedes all prior versions, discussions and agreements and contains the terms governing your account(s) with the Bank. This Agreement cannot be modified orally. If there is a conflict between this Agreement and something said by an employee, officer, or agent of the Bank, the

provisions of this Agreement will be followed.

You should retain a copy of this Agreement for your records.

**FDIC INSURANCE:** Your account is insured up to the limit established by the FDIC from time to time. The current limit is \$250,000. The FDIC coverage limit applies per depositor, per insured depository institution, for each account ownership category. Contact your local Metro Bank location or visit the Federal Deposit Insurance Corporation (FDIC) Internet site at [www.fdic.gov](http://www.fdic.gov) for more information on FDIC deposit insurance coverage.

#### **INFORMATION COLLECTED AT ACCOUNT OPENING AND TAX CERTIFICATION:**

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

**Federal Identification Number:** Federal law requires U.S. person(s) to provide a Federal Tax Identification Number (TIN) or Individual Tax Identification Number (ITIN) at the time of account opening. Unless we receive your certified TIN, we reserve the right to refuse to accept your initial deposit, pay interest on the balance or permit withdrawals. Interest paid prior to receipt of your certified TIN will be subject to backup withholding under IRS regulations. You must certify that the TIN you have provided is correct and that you are not subject to backup withholding. For a foreign person(s), documentation, including a W-8 form, is required. If you have questions regarding your tax status, consult your tax advisor or legal counsel.

#### **DEPOSIT ACCOUNT DEFINED TERMS**

In this Agreement, certain words have a special meaning and are therefore defined. You will find certain terms and their definitions in this section and others in the text of this Agreement.

**Account:** Account means the checking, savings, money market savings, certificate of deposit or any other deposit account you have opened with us or about which you have inquired.

**Annual Percentage Yield (APY):** APY is a percentage rate reflecting the total amount of interest paid on the account, based on the interest rate and frequency of compounding.

**Available Balance:** Your available balance means the most current record we have about the funds that are available for withdrawal from your account.

**Average Daily Balance:** We calculate the average daily balance in an account by adding the end-of-day ledger balances for each day in the statement cycle and dividing by the number of days in the statement cycle.

**Business Day:** Business day means Monday through Friday provided the day is not a federal holiday. Transactions made after 6:00 PM ET and on Saturdays, Sundays and federal holidays are considered as part of the next business day, even if our Metro Bank

locations are open on such days.

**Card:** Card means the Metro Bank Visa® Debit Card or ATM/ Personal Identification Number (PIN) Card that the Bank may issue to you.

**Collected Balance:** The collected balance is the ledger balance minus that portion of deposited funds for which we have not received credit based on the availability schedule we apply to the account. We may apply the availability schedule provided to us by the Federal Reserve Bank to determine the time that we receive credit for deposited funds.

**Deposited Item:** A deposited item is an item (including a non-U.S. item) the Bank cashes or collects for you or accepts for deposit to your account.

**Fee Schedule:** Fee Schedule means the Schedule of Service Fees and Charges, which is made a part of this Agreement and contains the fees and charges that apply to your account, and any other fee schedule that may be in effect from time to time.

**Item:** An item is a check as that term is defined by the Federal Reserve Board Regulation CC (Reg CC). Item may include, but is not necessarily limited to, a check, substitute check, purported substitute check, electronic item, draft, demand draft, preauthorized draft, remotely created check, remotely created item, remotely created consumer item, image replacement document, or other order or instruction for the payment, transfer or withdrawal of funds (including a withdrawal slip and a bill pay instruction), automatic transfer, and electronic transaction (including a wire or ACH transfer, a consumer ACH debit entry and any written document created or authorized in your name that would be a check or a draft but for the fact that it has not been signed, and a cash-in ticket or a deposit adjustment or a photocopy or an image of any of the foregoing.

**Ledger Balance:** Ledger balance is the beginning balance in the account each day, otherwise known as the previous business day's ending balance.

**Minimum Daily Balance:** The minimum daily balance is the lowest end-of-day balance in the account during a statement cycle. The end-of-day balance is the amount of funds on deposit in the account after we finish processing that day's transactions.

**Non-Sufficient Funds (NSF):** Non-sufficient funds refer to insufficient funds and means that the ledger balance in the account is not sufficient to pay an item that is presented for payment.

**Unavailable Funds (UAF):** Unavailable funds refer to held funds and means that the available balance in the account is not sufficient to pay an item that is presented for payment.

**Uncollected Funds (UCF):** Uncollected funds refer to uncollected funds and means that the collected balance in the account is not sufficient to pay an item that is presented for payment.

**Paid Non-Sufficient Funds (NSF) Item:** An item that we elect to pay, in our sole discretion, when the ledger balance in the account is not sufficient to pay the item thereby creating a ledger overdraft.

**Paid Non-Sufficient Funds (NSF) Item Fee:** Fee charged by the Bank for a paid NSF item.

**Paid Unavailable Funds (UAF) Item:** An item that we elect to pay, in our sole discretion, when the available balance in the account is not sufficient to pay the item thereby creating a negative available balance.

**Paid Unavailable Funds (UAF) Item Fee:** Fee charged by the Bank for a paid UAF item.

**Paid Uncollected Funds (UCF) Item:** An item that we elect to pay, in our sole discretion, when the collected balance in the account is not sufficient to pay the item thereby creating a negative collected balance.

**Paid Uncollected Funds (UCF) Item Fee:** Fee charged by the Bank for a paid UCF item.

**Returned Non-Sufficient Funds (NSF) Item:** An item that is presented for payment when the ledger balance in the account is not sufficient to pay the item and the item is returned unpaid.

**Returned Non-Sufficient Funds (NSF) Item Fee:** Fee charged by the Bank for a returned NSF item.

**Returned Unavailable Funds (UAF) Item:** An item that is presented for payment when the available balance in the account is not sufficient to pay the item and the item is returned unpaid.

**Returned Unavailable Funds (UAF) Item Fee:** Fee charged by the Bank for a returned UAF item.

**Returned Uncollected Funds (UCF) Item:** An item that is presented for payment when the collected balance in the account is not sufficient to pay the item and the item is returned unpaid.

**Returned Uncollected Funds (UCF) Item Fee:** Fee charged by the Bank for a returned UCF item.

**Statement Cycle:** The interval at which the Bank generates your deposit account statements. Money market accounts will produce a monthly statement. Savings accounts will produce a quarterly statement. Exceptions: (i) a savings account that has been combined with a checking or money market account will produce a combined statement at the time the checking or money market account prints; (ii) a savings account with electronic funds transfer (EFT) activity will produce an interim monthly statement. Excessive transfers are calculated monthly on savings accounts and at the end of the statement period on money market accounts.

**Unauthorized Transaction:** An unauthorized transaction is an erroneous or unauthorized debit, a missing signature, an unauthorized signature, an alteration, or otherwise a transaction that was not authorized by you.

## GENERAL PROVISIONS

**Bank Accounting:** Your checking account will be recorded on our internal records as two (2) sub-accounts for regulatory and accounting purposes. This internal accounting will not affect your account balance, fees, statements, interest earnings or use in any way. At the beginning of each month, we will allocate the balance in your account between the two (2) sub-accounts based on an allocation formula

which we may change from time to time. All checks, withdrawals, debits and other charges against your account will be presented against the funds in your transaction account. If additional funds are needed to cover your transaction, we will automatically transfer, without charge, available funds in your non-transaction sub-account to your transaction account. If excess funds accumulate in the transaction account, we may automatically transfer funds to the non-transaction sub-account. Federal regulations limit pre-authorized transfers from your non-transaction account to six (6) during a monthly statement period. Upon the sixth (6<sup>th</sup>) transfer from the non-transaction account to the transaction account during a monthly statement period, the entire balance in the non-transaction account will be transferred to the transaction account for the remainder of the statement period. At all times, the combined collected balance in the two (2) sub-accounts will be available to pay items presented for payment.

**Account Opening Bonus Promotions:** From time to time, we may offer bonus promotions for opening a new qualified checking or savings account with no minimum balance to open and no balance duration requirements. If we are offering such a promotion and if you open a new qualified checking or savings account, while meeting required qualifications under a promotion, you will receive that promotion's stated bonus amount as a credit to your account within three (3) to four (4) business days. The promotion coupon must be presented in order to receive the bonus. The value of this bonus may be reported to the Internal Revenue Service. Such promotions do not apply retroactively and will not be applied to accounts opened prior to the promotion period for the bonus.

**Account Statement:** We will provide you with a periodic statement showing the account activity since the date of the last periodic statement. We will send the statement to the address in our records for you, and you are considered to have received the statements upon mailing, whether or not you actually receive them. You must examine your statement of account immediately upon receipt of the statement or after it is otherwise made available to you. If you discover (or reasonably should have discovered) any unauthorized payments, alterations, errors, or items that are otherwise not properly payable, you must promptly notify us in writing of the relevant facts.

If you fail to examine your statement and notify us, we will not be responsible for any loss suffered by you. The loss could be not only with respect to items on the statement but also includes other items forged or altered by the same wrongdoer. The terms of our Electronic Funds Transfer Agreement will control the process and timeframe for reporting electronic errors (see page 36 for additional information). If an item was altered or drawn without authorization, and it was done in such a manner that a reasonable person could not detect it, and we were not negligent in any way, you will not hold us responsible for the loss.

You agree that the time you have to examine your statement and report any errors to us will depend on the circumstances, but that such time will not, in any circumstance, exceed a total of thirty (30) days from when the statement is first made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, items that are not otherwise properly payable, or errors in your account within thirty (30) days of when we make the statement available, you cannot assert a claim against us on

any item(s) in, or described on, that statement, and the loss will be entirely yours, including, but not necessarily limited to, any and all direct, special or consequential damages in connection with such error. This thirty (30) day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section. If you do not receive a statement from us, it is your responsibility to advise us that you did not receive a statement. If you do not receive a statement from us because you have not supplied us with a correct address, we may stop sending your statements until you supply us with a proper address.

You shall not institute any legal proceeding or action against us for any claim which you may have regarding any such errors, discrepancies or irregularities, including, but not limited to those listed above unless: (i) you have given the written notice described above; and (ii) such legal proceeding or action has been commenced within one (1) year after the date when such statement or advice was mailed or made available to you.

**Unauthorized Endorsement:** If you suspect or become aware of an alleged unauthorized or forged endorsement on an item drawn on your account, or that the payee did not otherwise receive the funds re-presented by said item, you agree to notify us immediately. If you fail to notify us within thirty (30) days of your receiving such notice and such failure results in our inability to recover on the item, we will not be liable for such unauthorized item. You further agree to cooperate with our investigation and to provide us with any information we require at our discretion as part of our investigation. Such information may include, among other things, an affidavit from the payee regarding the allegations.

We will not be obligated to reimburse anyone for the item or credit your account until our investigation is concluded and we have determined such reimbursement or credit is appropriate. If appropriate, we may require the payee of the item to pursue recovery directly against the depository bank. If you reimburse the payee of the item prior to the conclusion of our investigation and we determine that you were not legally obligated to do so, we will not be liable to you for the item. You further agree to notify law enforcement authorities of any criminal act, or any act reasonably believed to be criminal, related to the claim. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights, or at our option, assign them to us so that we may pursue them. Unless we have acted in bad faith, we will not be liable for any special or consequential damages, including loss of profits or opportunity, or attorneys' fees incurred by you and our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**Combined Statements:** If your savings and/or money market accounts are added to a combined statement, the service charge and interest, if applicable will post at the frequency originally disclosed.

To combine accounts, all accounts must share the same title. The following accounts may be combined: a primary checking account with one, or more, savings accounts; up to two (2) checking accounts (secondary checking account will not receive check images). The following accounts may NOT be combined: time deposits; passbook savings and savings accounts without a primary checking account.

**Address Changes:** We will send your statement to the name and address you have given on your account documentation unless you are accessing your statement online. You must promptly notify us of any change of name or address on any account. Any change of name requires appropriate documentation.

**Adverse Claims:** If we receive conflicting instruction with respect to your account, or notice of an adverse claim of ownership, right to control, or access funds in your account, or notice that the funds in your account may have been obtained through fraudulent or criminal acts, you agree that we may place a hold on the funds in the account, until all appropriate parties provide us with joint specific written instructions with respect to disposition of the funds. We are not required to determine if the dispute has merit.

Additionally, if we receive notice of a dispute between two (2) or more joint account holders, we may require the signature of all joint account holders for all transactions until the dispute is resolved to our satisfaction.

Additionally, we shall have the right to close the account and deposit the funds held in the account into the registry of a court of proper jurisdiction, wherein the adverse claimants and/or appropriate parties shall be interpleaded and/or joined to the action for purposes of resolving the dispute regarding the funds.

If we elect to take any action(s) described herein, you agree that we shall not be liable to you for damages of any kind, and you agree to pay and reimburse us for our reasonable costs and expenses including, without limitation, attorneys' fees and court costs from the funds in the account prior to any distribution.

If you ask us to follow instructions that we believe, in our sole discretion, might expose us to any claim, liability or damages, we may refuse to follow your instructions or may require a bond or other protection, including your Agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, attorneys' fees or expenses that we may incur as a result of any dispute or legal proceeding involving your account or our relationship with you. You authorize us to deduct any such loss, cost, attorneys' fees or expense from your account pursuant to our right of set-off without prior notice to you or to bill you separately. This obligation includes, but is not limited to, disputes involving situations in which there are disputes between you and any other person authorized to transact with respect to the account ("authorized signer"), a joint owner or third party claiming an interest in your account. It also includes, but is not limited to, situations where any action taken on your account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs, attorney fees or expenses may also be brought against your estate, heirs and legal representatives, who will be liable for any claims made against and expenses incurred by us.

**Authority:** You will not grant anyone authority to conduct business with us on your behalf until we have reviewed the terms of authorization and have given you acceptance of the terms of such authority. This includes authority such as power of attorney, bill-paying arrangement, or other method. You will not claim that we wrongfully dishonored Items presented to us before we accepted the

authorization. If you have not given us the proposed authorization for advance review, we may, in good faith, honor items and instruction from the person you authorized. You will not hold us responsible if someone you authorized to do business with us misapplies your money or otherwise causes you to suffer damages. You assume all risk of improper acts by such person. We can consider an authorization valid until we actually receive written revocation of it and have had reasonable time to review and act upon it.

If we accept an authority, we may revoke our acceptance of that authority at any time at our discretion. If you voluntarily disclose information about the account that would permit someone to initiate a debit to the account (such as account number, bank routing number, and next unused check number) to someone who wants to sell you goods or services, then you will be deemed to have authorized us to pay any debit to your account that person initiates. You authorize us to pay such items if presented for payment against your account. Your failure to examine your statement and to notify us of your objection to our payment of these items as required in the section titled **Account Statement** on page 5 of this Agreement, shall constitute authorization by you for us to charge against your account any subsequent item generated by the same third party. If you no longer wish such subsequent items to be charged to your account, we may require you to close that account with us.

**Changing the Terms of Our Agreement:** We reserve the right to amend this Agreement at any time, subject to any notice provisions required herein or under applicable law. The terms "amend" and "amendment" include, but are not necessarily limited to, a change or supplementation to, or deletion of, existing provisions and/or the addition of new provisions whether or not the subject of the amendment was addressed in previous versions of this Agreement or other agreements governing your account. Notice will be given to you if we change the terms of this Agreement at any time by either mailing you a copy of the modified Agreement to your address shown on our records, by including a notice with or on your periodic statement, or by whatever notice requirements that may be required by law. Your continued use of your account or other service, or your failure to close your account after the effective date of an amendment, or after 30 days from the date of our notice to you if no effective date is stated, will constitute your acceptance of the amendment. If you do not agree with a change, you may close your account as provided in this Agreement.

**Checks and Deposit Slips:** You will use only approved checks and deposit slips. You will verify your name, address, telephone, and the numbers in the magnetic ink character recognition line across the bottom and the face of each document in each order of checks and deposit slips. If there is an error, you will not use the affected documents, but will notify us and the printer immediately. You will not hold us responsible for any amount beyond the replacement cost of the checks ordered through us.

You will not order checks with the same check serial number on every check. Each check must be sequentially numbered.

You understand that we or another bank may use image technology to archive copies of your checks and deposit tickets. You agree that you will only use checks and deposit slips and, when completing documents, will only use ink that can be imaged and that will produce a clear image of the check or deposit ticket.

**Check Safekeeping:** Cancelled checks will be retained by us and destroyed after a reasonable time period or as required by law or your check may be truncated by the depository or collecting bank. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Service Fees and Charges and as allowed by law. If for any reason we cannot provide you with a copy of a check and you sustain a loss because of our inability to produce a copy, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. We are not liable for any special or consequential loss or damages of any kind.

**Cashier's Checks:** If you are the purchaser, remitter or payee of a Metro Bank Cashier's Check that is lost, stolen or destroyed, we will ask you to provide us with a signed declaration of loss and indemnity Agreement. At our option, we may wait to repay the amount of the check until the ninetieth (90<sup>th</sup>) day after it was originally issued or we may issue a replacement immediately for the amount of the check. If the check is properly presented before the ninety (90) day period expires, regardless of whether you have provided us with a signed indemnity Agreement, we may pay the check.

**Date Account Opened:** If you open an account with us after 6:00 PM ET on a business day that we are open, we will consider that transaction was made at the opening of the next business day for account opening, effective date and issue date purposes.

**Death or Incompetence:** You agree to notify us promptly if any person with a right to withdraw funds from your account dies or becomes legally incompetent. We may continue to honor your checks, items and instructions until: (i) we know of your death or legal incompetence; and (ii) we have had a reasonable time to act on that knowledge. You agree that we may pay checks drawn on or before the date of death or legal incompetence unless ordered to stop payment by someone claiming interest in the account. We may restrict access to your account upon notice of your death or legal incompetence until the appropriate documentation is provided to us by your executor, administrator or other legal representative of your estate or person.

**Dormant Accounts and Escheat Laws:** The Bank considers an account dormant if no deposits or withdrawals are made, or if you do not write to us indicating an interest in an account, for a certain period of time. Checking or money market accounts are deemed dormant after one (1) year. Savings accounts are deemed dormant after three (3) years. Time deposits are deemed dormant five (5) years after the maturity date. Dormant accounts are subject to applicable state Unclaimed Property Acts. We will attempt to contact you at the last address we have on our records prior to remitting any funds to the state (if your account is considered abandoned under state definitions). For Pennsylvania account holders, funds in dormant accounts will be escheated after five (5) years to the Treasury Department of the Commonwealth of Pennsylvania. For out-of-state account holders, funds will be remitted to the state of last known address in accordance with dormancy laws of your state.

**Facsimile Signatures:** If we approve the use of a facsimile signature, you authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature may have been affixed so long as they resemble the facsimile signature specimen in our files. You are responsible, even if you have not presented us with a specimen facsimile signature, or if the size, color

style of the check, or the size, color or style of the facsimile signature is different from that of the check or facsimile signature you use. We may pay the withdrawal and charge your account for it. You agree to compensate us for all losses, claims, damages or expenses, including reasonable attorneys' fees that result from our payment of a withdrawal bearing a facsimile that resembles your facsimile signature.

**Force Majeure:** We shall not be liable for any loss or damage to you caused by our failure to provide any service or delay in providing such service resulting from an act of God, act of governmental authority, legal constraint, war, terrorism, fire, catastrophe, or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent or any other cause beyond our control.

**Indemnification:** You will indemnify us against, and hold us harmless from, any and all losses, damages, costs, and attorneys' fees that we incur because of your failure to abide by any of the terms of this Agreement or breach of any warranty you have given us

**Legal Process Against Account:** If your account is attached, garnished, or otherwise subject to levy or seizure, in whole or in part, by legal action, we shall not be liable to you for any sums we may be required to pay from your account because of such attachment, garnishment, levy or seizure, even if paying the money from your account leaves insufficient funds to pay a check you have written. You hereby authorize us to comply with any legal process.

We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail or by facsimile transmission at any of our offices. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order relating to your account. Where permitted by applicable law, we may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any legal process related to your account. These may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you. Where permitted by applicable law, any garnishment, attachment or other levy against your account is subject to our right of set-off and any security interest we have in the account.

You agree to reimburse us for any expenses we incur in connection with any attachment, garnishment, levy, subpoena, adverse claim or other legal process related to your accounts. Such expenses include, without limitation, research, administrative and legal costs, and to the extent not prohibited by law, outside counsel and in-house counsel attorneys' fees. Any such expenses become immediately due and payable when incurred and may be charged to or set-off against your accounts, as provided in the section titled **Right of Set-Off** beginning on page 11 of this Agreement. Our right of set-off for the standard fees for processing legal documents accrues at the time we are served with such process.

**Liability Limitation:** Except as otherwise expressly provided in this Agreement or otherwise expressly provided by applicable law, rule or regulation, you agree that neither we nor any entity or person who provides services or products to us ("service providers") will be liable for any loss, injury or damage, including, but not limited to, indirect, incidental, special, consequential or punitive damages, whether under

contract, tort or any other theory of liability, arising out of or relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communications with us, even if we or the service providers are aware of the possibility of such events. To the extent any law, rule or regulation provides for us to be liable for any such loss, injury or damage, but permits our liability to be limited or eliminated by Agreement, this paragraph limits or eliminates our liability to the fullest extent permitted.

**Monitoring/Recording Telephone Calls and Electronic Communications:** To improve customer service and for other purposes (e.g. security purposes), you agree that we may monitor and/or record telephone conversations and electronic communications between you and us. We need not remind you of our recording and monitoring before each interaction unless required to do so by law. You consent in advance to these actions.

**Notices/Electronic Notices/Disclosures/Phone Number:** Any written notice sent to the Bank by you is not effective until received. Written notices mailed to you are effective when mailed to the address shown on the Bank's records. Notice from us to any one of you, whether such notice is by mail to the address maintained with us for the accounts or otherwise, shall constitute notice to all persons having any interest in the accounts. Only communications sent through your Metro Online Banking account shall be considered notice to the Bank. However, the Bank, in its sole discretion, may rely on any information you provide via electronic mail.

You may from time to time provide the Bank with an electronic address to which electronic communications and disclosures may be sent to you by the Bank. If you do, you agree that the Bank may send to you by electronic communication any information that is required by state or federal law or regulation to be sent to you in writing, provided such electronic communication or disclosure does not violate the applicable laws and regulations. You may obtain a paper copy of electronic communications or disclosures by contacting the Bank or visiting any of our convenient Metro Bank locations.

Some services that we offer to you electronically require you to provide an electronic mail address to facilitate provision of the service. If you provide us with an electronic mail address, we may use such electronic mail address to send you communications.

By providing a phone number, cellular phone number or other wireless device phone number, you are consenting to receiving communications at that number from the Bank and the Bank's agents, subject to applicable law. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system.

**Our Rights:** You agree that our rights under this Agreement are cumulative, not exclusive. We may exercise any of them without giving up the right to exercise others, and our election on one or more occasions to not exercise some right we have will not affect our ability to exercise that right in the future.

**Right of Set-Off:** To secure payment of any monies you may owe us or any of our affiliates, you grant us a continuing security interest in all funds that you may now, and in the future, maintain on deposit with us. Subject to applicable law, we may exercise our right of set-off against any and all of your accounts (except IRA, Keogh Plan and

Trust Accounts) without advance notice at any time, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, guarantees, loans, attachments, garnishments, levies, attorneys' fees or any other obligations you may owe us. We may exercise this right without liability to you, even if it results in an interest penalty or dishonor of subsequent checks and other items with respect to your account. This right applies to all funds on deposit in your account, regardless of their source, including, for example, but not limited to, federal or state benefit payments. If the account is a joint or multiple-party account, each holder authorizes us to exercise our right to set-off against any and all accounts of each account holder.

You agree that any and all amounts you owe to the Bank may be charged to your account regardless of the source of the deposited funds, including, but not limited to, Social Security and veterans' benefits.

**Safeguarding Account:** You agree to maintain adequate safeguards to ensure the authorized use of the forms and access/codes devices you retain to make withdrawals from your account. You accept all liability that may legally be imposed upon you for any loss suffered as a result of your failure to maintain adequate safeguards. Use of the PIN, mobile banking password, and/or online banking password is the agreed security methods to access your Bank account. They identify you to the Bank and we will rely on instructions received under your PIN(s) or password(s).

You are advised not to record your PIN or password on your card or anywhere it can be accessed by an unauthorized third party. You agree that the use of these security methods will have the same effect as your signature authorizing any transaction. You are responsible for keeping your PIN(s), password(s), account number(s) and any other account data confidential. Where you have authorized any person to use your PIN(s) or password(s) in any manner, your authorization is considered by the Bank to be unlimited in amount and duration. Granting this person access to your account via the PIN(s) or password(s) will make you financially liable for any loss incurred or misuse of the account by this person. The Regulation E Disclosure contains more information regarding your liability for unauthorized activity in your account. Your authorization will be effective until you have notified us that you have revoked the authorization, you have changed your PIN(s) or password(s) via the telephone or online account access, and the Bank has reasonable opportunity to act upon a request to change your PIN(s) or password(s).

The ATM PIN, POS PIN or Bank-by-Phone PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Bank-by-Phone PIN available to anyone not authorized to sign on your account.

We reserve the right to block access to your account(s) and services or close your account if we reasonably believe your account number(s), PIN(s) or password(s) has been or is being used by an unauthorized person(s).

**Severability:** If a court finds any provision of the Agreement to be invalid or unenforceable, such finding will not make the rest of the

Agreement invalid or unenforceable. If feasible, any such offending provision will be deemed to be modified to be within the limits of enforceability or validity; however, if the provision cannot be so modified, it will be stricken and all other provisions of the Agreement in all other respects will remain valid and enforceable.

**Standard of Care:** You acknowledge and agree that the Bank will meet its standard of care for your account by exercising ordinary care in the transaction at issue. When the Bank takes an item for processing by automated means, "ordinary care" does not require that the Bank examine the item. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines for the Bank's use and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A clerical error or mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

**Termination of Deposit Relationship:** This Agreement between you and the Bank, as it relates to deposit accounts offered by the Bank, can be terminated by either you or the Bank at any time. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your account, or for your liability on outstanding Items. You agree that notice of termination of this Agreement by the Bank will be reasonable if it is mailed to your statement mailing address at least ten (10) calendar days prior to the date of termination.

Notwithstanding the foregoing or any other provision to the contrary, we may close your account(s) without notice to you if we reasonably believe it will prevent loss to us, you have violated this Agreement or that illegal activity has occurred in connection with the account. You will pay any fees and costs for closing the account(s), as well as any outstanding items. Our rights and your obligations survive any closing of the account(s) or cancellation of this Agreement. You will not claim we wrongfully dishonored Items we return unpaid on or after the day the account(s) was closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account(s).

The Bank reserves the right, in its sole discretion, to refuse to open an account or to accept additional deposits for any existing account. The Bank also reserves the right, in its sole discretion, to discontinue or limit the practice of allowing withdrawals by check. The Bank may also require you to withdraw the entire amount on deposit in any account. The Bank may close an account by mailing a notice to you at the address shown on the Bank's records, together with a check for the balance in the account, after deducting the applicable charges through the date of closing. If your account is overdrawn when we close it, you agree to promptly pay all debts owed to us.

Accounts with a zero balance and no deposits will be closed no sooner than thirty (30) days from the last transaction activity on your account.

If we close your account because of misuse, we may report this action to an outside agency. The information will include your identification and the date and reason we closed your account. An account closing



does not release you from liability for outstanding checks and accrued fees or consequential damages for the account being closed.

If you choose to link your deposit account to our Bill Pay service, please note that the Bill Pay service must be terminated separately. If you do not terminate the Bill Pay service at the time you close your account, you agree to be responsible for all charges and fees incurred. Please see your Bill Pay Agreement for additional information.

**Third Parties:** You acknowledge that certain service providers provide services to the Bank (“third party services”) in connection with the Bank’s provision of services to you and that accordingly, the Bank’s ability to provide the services hereunder may be contingent upon the continuing availability of certain services from such service providers. Third party services may involve the processing and/or transmission of your data, instructions (oral or written) and funds transfers. In addition, you agree that the Bank may disclose your financial information to such service providers: (i) where it is necessary to complete the services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; (iii) when you give written permission or (iv) otherwise as permitted by applicable law. The Bank acknowledges and agrees that all nonpublic information which you provide to the Bank or the Bank acquires in connection with the performance of the services shall be confidential, and shall only be used by the Bank for the purpose of performing services hereunder or for joint marketing with other financial companies.

**Transfers and Assignments:** You cannot assign or transfer an interest in your account unless we agree in writing. Your successors and assigns are bound by this Agreement. Any actual or purported assignments of the account remain subject to our security interest and right of set-off. We must approve any pledge of your account as security for a debt, and any pledge remains subject to our security interest and right of set-off, unless we specifically agree otherwise, in writing.

**Tax and Legal Advice:** Neither Metro Bank nor any of its affiliates give tax or legal advice. If you have tax or legal questions, consult with your tax and/or legal advisor for information specific to your situation.

**Waivers:** The Bank reserves the right to waive the enforcement of any of the terms of the account documentation with respect to any transaction or series of transactions. Any such waiver does not affect the right of the Bank to enforce its rights with respect to other customers or to enforce any right with respect to later transactions with you. In special circumstances, we may permit some variations from this Agreement, but any variations must be in writing and signed by an authorized representative of the Bank.

**IRS Reporting for Interest Accounts:** Interest is reported for the primary account holder for each account. If you are not a citizen or resident of the United States, you must provide a certification of your status on a form we will provide to you. IRS regulations require us to report the value of certain gifts you may receive in conjunction with your account. When accounts earn \$10.00 or more of interest in a year, or if backup withholding is imposed, we will report the interest paid and the amount withheld to the IRS. We may also choose to report amounts to the IRS that are less than \$10.00. We will send you a copy of the information reported to the IRS. You are responsible for

any tax liability for these Items. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

If you request us to change the reporting TIN on an account, you understand and agree that any interest earned and similar pertaining to the account for the entire calendar year may be reported using the updated TIN.

## DEPOSIT RULES

The following applies to deposits made to your account:

Deposits may be made by any person, whether authorized to make withdrawals from the account, in person, by mail, or other method approved by us. We are not responsible for transactions initiated by mail or any other method until we actually receive and record them. We are not responsible for any deposit which we do not receive, and our records will be conclusive proof of receipt or non-receipt of a deposit. All transactions received after our “daily cut-off time” on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next business day. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Funds Availability Policy will control the determination of when the business day deposits are deemed received by us and when they will be available for withdrawal. Deposits may be subject to a service charge as may be included in the Schedule of Service Fees and Charges.

When we receive your deposits, we may provisionally credit your account for the amount declared in the deposit, subject to later verification by us. You must ensure that the amount declared in the deposit is correct, even if you did not prepare the deposit. You agree that our records are conclusive as to the amount of the deposit we received, without regard to any receipt, deposit slip, or other notice of the deposit amount. If we later determine that the amount declared in the deposit is incorrect, we may adjust (debit or credit) your account. However, if the error in completing the deposit was inadvertent and is less than our standard adjustment amount, we may waive adjustment to your account. We may change our standard adjustment amount from time to time without notice to you.

**Collection of Deposited Items:** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All Items, including those drawn on Metro Bank, are credited subject to final settlement in cash or credits. We shall have the right to forward Items to correspondents including all Federal Reserve banks and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve banks to handle such Items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such Items in accordance with the rules and regulations of the clearinghouse. You agree to be bound by all other agreements entered into by us for the purpose of clearing, collecting, presenting or returning Items.

All Items presented for deposit must be in a format that can be processed and we may refuse to accept any item that does not meet this requirement. You agree that you will only deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC (Reg CC). If an item that is payable at a foreign bank or in a foreign currency is deposited, you will be responsible for all collection charges and exchange rate risk on it. You understand that we will not credit that kind of deposit until receiving the proceeds in United States currency. Unless we agree in writing to the contrary, you agree that you will not deposit a substitute check unless a bank has made the warranties in Section 5 of the Check 21 Act with respect to substitute checks (unwarranted substitute check). If you deposit an unwarranted substitute check, you agree to indemnify us against any loss from any source that we incur (including attorneys' fees and other costs) and hold us harmless, as the result of your depositing the unwarranted substitute check. You also agree to indemnify us and hold us harmless as the result of any loss that we incur if we convert the item that you deposit to a substitute check and the image of the original check is not an accurate representation of the original check because of the design of the check or the color of the ink used to print, complete the terms of or endorse the check.

**Direct Deposits:** You must notify us at least thirty (30) days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government (e.g. IRS tax payments) for any reason, you authorize us to deduct the amount from your account. The Bank will not give you next day notice of receipt of any ACH or wire transfer deposited into your account but will provide such notice to you on your next periodic account statement. You may contact the Bank to confirm the ACH or wire transfer deposit. In connection with a direct deposit plan, if we deposit any amount in your account that should have been returned to the federal government, or any other party(ies) with whom you have other Agreement(s), for any reason, we will deduct the amount of our liability to the federal government, or other party(ies), from your account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**Deposit Errors:** If we mistakenly credit your account for funds to which you are not the rightful owner, we will deduct those funds from your account, even if this causes your account to be overdrawn.

**Deposit of Benefit Payments:** In addition to any other rights we have under this Agreement, if we are required to reimburse the United States government any portion of a benefit payment deposited into your account, you agree that we may deduct the amount returned to the government from your account or any other account you have with us without prior notice to you, unless such deduction is prohibited by law.

**Endorsements:** You agree not to knowingly deposit any items into your account that do not have either a true original signature of the person on whose account it is drawn or an authorized mechanical reproduction of that person's signature. You agree not to deposit any item into your account that is missing any required endorsement.

We may require you to verify an endorsement on an item through the appearance in person of the endorsee with proper identification and/or obtain an endorsement guarantee. Any item deposited to your

account that lacks a proper endorsement may be, or may be deemed to be, endorsed by the Bank on your behalf, although the Bank has no obligation to do so. With respect to any such item, the Bank's rights and your liabilities will be determined as though you actually endorsed and deposited the item. All endorsements must appear on the back of the checks or other item within the first 1½ inches from the left side of the item. You are also responsible to make sure at the time you issue any check that the format is such that there will be no writing whatsoever on the reverse side of the check placed beyond an area located 1½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement. While we may at our discretion accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment.

**Final Payment:** Without prior notice and at any time, items deposited to your account, including checks, drafts and automated clearing house (ACH) entries, may be charged back against your account, or any other account of yours at the Bank. If for any reason final payment is not received or if the Bank is informed that your deposit is being returned unpaid, we then reserve the right to refuse any item for deposit into your account.

## WITHDRAWAL RULES

The following terms apply to withdrawals from your account:

**Determining Your Account's Available Balance:** Your available balance is the most current record we have about the funds that are available for withdrawal from your account. The available balance in your account is the ending ledger balance on the previous business day after we have posted all transactions, plus or minus pending transactions (such as certain cash deposits, certain teller transactions, debit card transactions or ATM withdrawals) that have not yet posted to your account, and minus any holds that we have placed on your account. Please note that it is still possible for you to overdraw your account even though the available balance appears to show that there are sufficient funds to cover a transaction that you want to make. The available balance does not reflect all of your outstanding checks, automatic bill payments (such as ACH debits and recurring debit card transactions) that you have authorized, or other transactions that have not been paid from your account. For example, when you write a check, the payee may not present the check to us for payment on the same day, so the outstanding check will not be reflected in your available balance. If you have an available balance to cover pending ACH and/or check transactions, and you make a cash deposit after 6:00 PM ET and use your debit card after 6:00 PM ET, you may incur an UAF funds fee.

Also, your available balance may not reflect all of your card transactions. For example, if a merchant obtains authorization on a signature based debit card transaction and we place a hold on your account for the amount of the transaction on your account, the amount of the debit card transaction will be deducted from your available balance for three (3) days. If the hold is released after the three (3) day period because the debit is not presented for payment, your available balance is increased by the amount of the debit card

transaction that was previously held. If the debit card transaction is subsequently paid, the amount of the debit card transaction will be deducted from your available balance at that time. You are responsible for keeping accurate records concerning transactions on your account and whether transactions have been deposited, presented and paid, or whether the transactions are outstanding. Finally, the available balance may not reflect the most recent deposits to your account.

**Cash Withdrawals:** We may require reasonable advance notice for large cash withdrawals, which is determined at our discretion. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a Metro Bank location if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk. We are not responsible for providing for your security in such transactions.

**Cashing Checks:** We (without liability) may refuse to cash a check drawn on your account presented by a payee or holder of the check for immediate payment at one of our Metro Bank locations if: (i) we have a concern about the authority or identity of the person presenting the check; (ii) our computers are not working properly; (iii) the amount of the check exceeds \$5,000; or (iv) we, in our sole discretion, are suspicious about the transaction such as, we question the authenticity of the item. You agree that our refusal to cash such a check is not wrongful dishonor. If a payee of a check you have written wants to cash the check in any of our Metro Bank locations, we may require identification satisfactory to us. If the payee does not have a deposit relationship with us, we may charge a fee for cashing the check, or we may refuse to cash the check. From time to time, we may also impose other identification requirements that we consider appropriate. If your account is overdrawn, the outstanding debit will need to be satisfied prior to cashing the check. We have no liability to you for refusing to cash the check or charging a check cashing fee.

**Customer Obligations:** In addition to obligations contained elsewhere in this Agreement, you should at all times: (a) safeguard account materials and information such as account numbers, checkbooks, electronic access devices, passwords, and identification numbers; (b) review carefully all account materials including checks, checkbooks, check stock, statements and eStatements for unauthorized activity; (c) maintain control over facsimile signatures; e-signatures; (d) be vigilant with regards to releasing account information to unknown parties; and (e) issue checks or other funds transfers with care to avoid alterations and forgeries. You are responsible for securing the computer(s) and network(s) used to access your online account against intrusion or manipulation.

You must notify us immediately whenever you become aware that any of your checks are lost or stolen or of any unauthorized use of your account. If you fail to immediately notify the Bank of such situations, it may limit the Bank's ability to prevent a loss, which will result in you being solely liable for any and all loss suffered in connection with such theft or unauthorized use of your account.

If you claim a credit or refund because of forgery, alteration or any unauthorized activity, you must cooperate with us in the investigation of the loss, including giving us an affidavit containing statements that will enable us to pursue legal prosecution to prevent or recover any loss. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss.

We may require that you notify law enforcement authorities and aid in the investigation and prosecution of any criminal act related to your account. We may deny a claim of monetary loss due to forged, altered or unauthorized checks if you did not maintain proper control over your account. We may also require a bond of indemnity in an amount satisfactory to us against all claims and expenses we may incur.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure or otherwise reimburse you for your loss. You will pursue your rights, or at our option, assign them to us so that we may pursue them. Unless we have acted in bad faith, we will not be liable for any special or consequential damages, including loss of profits or opportunity, or attorneys' fees incurred by you and our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**Legends:** We are not required to honor any restrictive legends. Examples of legends are "must be presented within ninety (90) days" or "not valid for more than \$1,000.00." We may pay or accept checks and other Items bearing restrictions or notations (e.g., "Void After 90 Days," "Without Recourse," "Paid in Full," "Void Over \$100"), whether on the front or back, in any form or format. Such notations shall have no effect on us, and you agree to assume all risks and losses resulting from our acceptance or payment of items that may not conform to the purportedly restrictive language. You agree to indemnify, defend and hold us harmless for our acceptance or payment of such items.

**Manner of Withdrawal:** Withdrawals or transfers of funds from your account may be done by you via mail, check, debit card, pre-authorized transactions (electronic or paper) or through an automated teller machine (ATM) as permitted by us for the type of account you have opened. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance.

**Pre-Authorized Drafts:** If you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave this information is deemed authorized by you.

**Post-Dated Items:** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may either pay it or return it unpaid at our discretion. You agree, if we pay the check, that the check will be posted to your account on the day we pay the check and that we are not responsible for any loss or damages to you in doing so.

**Processing and Posting Order:** We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the check or item has been deposited or cashed at another financial institution, whichever is earlier. We may determine your available balance and make our decision on an insufficient funds item at any time between our receipt of the check, item or notice and the time we must return the item. We are required to determine your available balance only once during this time period.

As defined in the Uniform Commercial Code (UCC) 4-303, we may, at our discretion, determine the order in which we process and post

credits, debits and holds during the overnight update that occurs on bank business days. Generally, we post deposits and other credits to your account that we receive before the deposit cut-off time first and then we post withdrawals (debits) such as checks and electronic debits by categories which we define. Generally, we post categories containing debits for which we are obligated to pay, such as force pay debits, returned deposited items, debit transfers, and cashed checks, before we post electronic and paper transactions authorized or issued by you. We generally post electronic transactions before checks you have issued with the exception of checks that are contained in deposits made to another account maintained with the Bank. We generally post bank fees last. The above described debits are only examples and do not include all types of debits that may be posted to your account or the priority in which debits are paid. The sequence of posting debits is based on the type of withdrawal and whether the withdrawal contains a check or serial number. For example, debits, such as checks that you issue, are posted in check number sequence. Paper debits without serial numbers are assigned a serial number of "0000" and posted ahead of checks with a serial number, and electronic debits are generally posted in the order in which we receive them. We reserve the right to change the categories, the sequence of posting the categories, and the sequence of posting transactions within a category without notice to you.

Items in processing status online and pending status within mobile banking may not be displayed online in the order that they post to your account because the final posting order is not determined until the end of the business day once all transactions are received. You may view exactly how your transactions posted by visiting account balance within your online and mobile banking account.

**Signatures:** You authorize us to store and use signature card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or any other form of signature, you agree that you will have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed and you will bear the entire risk for unauthorized use thereof whether or not you are negligent.

**Stale Checks:** The Bank has the option to either pay or dishonor a check more than six (6) months old without prior notice to the depositor. We are not obligated to, but may at our discretion, pay a check presented for payment more than six (6) months after the date of the check. You agree, if we pay the check, that the check will be posted to your account on the day we pay the check and that we are not responsible for any loss or damages to you in doing so. If you do not want us to pay a stale dated check, you must place a stop payment order on the check prior to presentation.

**Stop Payment Requests:** Stop payment requests must be received in time to give the Bank reasonable time to act upon it. Stop payment requests are NOT effective immediately. Also, to be effective, the stop payment request must be initiated prior to the item being presented to us.

The account holder understands that it is necessary to provide the correct information related to the transaction, and that a failure to do so may result in the payment of the item, despite the stop payment request. The account holder agrees to hold harmless and indemnify the Bank for all expenses, costs, and damages, including legal fees, incurred by payment of the item, if such payment is the result of failure

of the account holder to meet the time requirements noted, or a failure to provide the required information accurately.

A signed stop payment request will remain in effect for six (6) months, or until written notice is received from the account holder to revoke the stop payment order. After the stop payment request order expires or is revoked by you, the Bank will be permitted to pay the item, without liability or recourse. The account holder may renew this request any time before the expiration of the six (6) month period by completing a new stop payment request order, which shall be effective for six (6) months after the date of the new order.

The account holder may revoke the stop payment request order. The cancellation must be made in writing and signed by an account holder.

## **WITHDRAWAL RESTRICTIONS AND OVERDRAFTS**

Notwithstanding anything contained in this Agreement to the contrary, you do not have the right to overdraw your account, and any decision to pay an overdraft is solely at our discretion and if we choose to pay one (1) or more overdrafts we are not obligated to pay any future overdrafts. An overdraft occurs when you do not have a sufficient ledger balance, collected balance, or available balance in your account to cover a transaction, but we pay it anyway. The decision to honor or dishonor an item that will create an overdraft (i.e., negative ledger, collected, available balance in your account) is made in our sole discretion. A number of factors determine whether an item is paid, authorized, returned, declined, or rejected, including the past activity in your account and the amount of the item.

We are not obligated to notify you prior to paying or returning NSF items. You agree that you do not expect any notice of an overdraft beyond any normal periodic statement. You agree to immediately repay us the overdraft amount, including all fees assessed, if you overdraw your account, without notice or demand from us. Our decision to authorize or pay items creating overdrafts on any one or more occasions, does not act as a waiver of our rights to refuse to do so at any other time, and does not obligate us to pay other NSF, UAF or UCF items. We may stop paying your NSF, UAF or UCF items without notification. We will exercise our discretion to pay an NSF, UAF, or UCF item, create an overdraft, and assess a fee. However, we may still pay or debit your account and create an overdraft under other circumstances, such as: payment of fees related to the account that has been disclosed, entries made to correct account errors, when you request that we do so as to a specific item, when an item that is credited to the account is subsequently returned unpaid, or other circumstances when we are obligated to pay an item.

A bank fee can cause an overdraft on your account which can lead to additional fees. You should ensure you have enough money in your account to cover bank fees.

We will charge a fee to your account for each NSF, UAF, or UCF item presented, according to the Schedule of Service Fees and Charges, even if we do not pay those items, if at any time your account does not contain a sufficient ledger, collected, or available balance to pay items presented to us for payment. Because the balance reflected on your bank statement is the "ledger balance" and not the available balance, or the collected balance you may incur a UAF or UCF item Fee even though the statement indicates that the ledger balance was

sufficient to pay the item on the day the item was presented. You agree to pay the NSF, UCF or UAF item fee, whichever is applicable, as specified in the Schedule of Service Fees and Charges. You agree that your account may be charged with such fee(s) without prior notice. You also agree that overdrafts and the related charges may be collected from subsequent deposits, including direct deposits. You also agree to reimburse us for any costs we incur in collecting an overdraft from you including, but not limited to, the costs of litigation and reasonable attorney fees, or to the extent permitted by law. If your account is a joint account, and we permit your account to become overdrawn, regardless of which joint account holder wrote the check(s) or received the benefit of the proceeds of the check(s), each of the joint account holders are liable for the full amount of the overdrawn balance. Each joint account holder agrees to pay all costs we incur in collecting an overdraft including, but not limited to, the costs of litigation and reasonable attorney fees, to the extent permitted by law. The possibility of returned checks or other items, and fees for non-sufficient funds, can be avoided by ensuring that a sufficient available balance is maintained in your account for all your transactions.

When you make a purchase with a debit card at a Point of Sale (POS) and use a PIN, or if you use your ATM/PIN card or debit card to make a withdrawal at an ATM, we will generally reduce the available balance in your account at the time of the transaction by the amount of the transaction. As part of our normal posting process the actual transaction will generally be posted on that same business day together with all other transactions. Debit card transactions are based on real-time (calendar days) and do not have a business day close of 6:00 PM ET. The funds are subtracted from the available balance on the calendar day on which they occur. If you use your debit card at a POS and use your signature to authorize the transaction, we will place a hold on your account for the amount of the transaction if the merchant obtains pre-authorization for the transaction ("authorized transaction"). The hold will remain on the account until the earlier of the end of the third business day after the authorization, or the business day we pay the authorized transaction on your account (in the case of an authorized transaction made at a restaurant, gas station, hotel, or similar merchant, the amount of the memo post may not be the same as the amount of the actual transaction).

During this period of time, your account's available balance will be reduced by the amount of the hold. This means that the amount of the hold will not be available to pay other items, such as checks, ACH, or debit card transactions that are presented for payment. We will release the hold if the authorized transaction is not presented for payment during the period of time for which the hold is in place, which will increase your account's available balance by the amount of the authorized transaction until the authorized transaction is presented for payment.

You agree that it is your responsibility to keep track of all of the transactions you have made on your account. Requests for pre-authorization may not be in the same amounts as the total amount of the sales slip. If any of the information provided for the pre-authorization is not the same as the information provided to us for the authorized transaction (such as merchant number, debit card number, pre-authorization key number or transaction amount) our computer system may not be able to match the pre-authorization with the authorized transaction, resulting in the pre-authorization hold remaining on your account for up to three (3) business days,

regardless of whether the authorized transaction has actually posted to your account. You agree that we will not be liable to you for wrongful dishonor of any ACH transaction, ATM/PIN card transaction, check, debit card transaction, withdrawal or other debit item on your account that is not paid by us or is returned by us unpaid because of a pre-authorized hold during the period of time the hold is in place, even if the authorized transaction has posted to your account.

**Unlawful Transactions:** Any financial service provided by the Bank may be used for any transaction permitted by law. You agree that you will not use your account or any other financial service, including, but not limited to, your debit card, for any illegal transactions or activity. You warrant and represent that all transactions initiated or conducted by you are legal and not in violation of any law. You agree and acknowledge that illegal use of any account or financial service will be deemed an action of default and/or breach of contract and such service and/or related services may be terminated at the Bank's discretion. You further agree, should you engage in any illegal use of any account or financial service, to waive the right to sue the Bank in connection with such illegal activity or activity directly or indirectly related to it. You also agree to indemnify and hold the Bank harmless from any suits or other legal action or liability, directly or indirectly resulting from such illegal use.

Specifically, but without limiting the foregoing, you hereby acknowledge and agree that you will not use your debit card to purchase goods or services on the Internet that involve gambling of any sort. Such transactions include, but are not limited to, online gambling transactions, including the purchase of casino chips, or off-track betting and wagering.

Notwithstanding the foregoing, you acknowledge that in the event that a charge or transaction described in this section is approved and processed, you will still be liable for the charge.

## **FORMS OF ACCOUNT OWNERSHIP AND GENERAL ACCOUNT CONCEPTS**

A personal (consumer) account may not be used for business purposes.

**Account Types:** This section applies to deposit account types.

**Individual Accounts:** An individual account is an account in the name of only one depositor. Only that person may write checks against the account or withdrawal money, regardless of who actually owns the funds or the source of such funds.

**Multiple-Party Accounts:** A joint account opened in the Commonwealth of Pennsylvania is subject to the provision of the Pennsylvania Multiple Party Deposit account Act, 20 PA.C.S.A. Section 6301 et seq.

**Joint Account Ownership:** An account with two (2) or more account holders is a joint account. Unless you designate otherwise on the signature card, joint account holders will be considered joint tenants with right of survivorship.

**1. Joint Tenants with Right of Survivorship:** If your account is a joint account with right of survivorship, upon the death of one of the joint account holders, that person's ownership

interest in the account will immediately pass to the other joint account holder(s).

**2. Joint as Tenants in Common:** If your account is a joint account without right of survivorship, upon the death of one of the joint account holders, that person's proportionate ownership interest will pass to the estate of the deceased account holder.

Each joint account holder, without the consent of any other account holder may, and hereby is authorized by every other joint account holder, to make any transaction permitted under the Agreement, including without limitation: (i) to withdraw all or any part of the account funds; (ii) to pledge all or part of the account funds as collateral to us for any obligation, whether that of one or more account holders or of a third party; (iii) to endorse and deposit checks and other items payable to any joint account holder; (iv) to give stop payment orders on any check or item, whether drawn by that account holder or not; and (v) to close the account, with the disbursement of account proceeds as instructed by the joint account holder. Each joint account holder is authorized to act for the other account holder(s) and we may accept orders and instructions regarding the account from any joint account holder. A living joint account holder may not be removed from a joint account; the account must be closed and a new account opened. If we believe there to be a dispute between joint account holders or we receive inconsistent instructions from the account holders, we may decline to take any action, suspend or close the account, require a court order to act (in which case the account owners will be jointly and severally liable for the cost of such action), and/or require that all joint account holders agree in writing to any transaction concerning the account. Each joint account holder may also appoint his own attorney-in-fact to transact business on the joint account, without the knowledge or consent of the other joint account holder(s). Notice provided by us to any one joint account holder shall be considered notice to all joint account holders.

Your obligations under the Agreement are joint and several. This means that each joint account holder is fully and personally obligated by and under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint account holders benefitted from the withdrawal. If you establish a joint account without the signature of the other joint account holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint account holder(s) listed on our documents.

**Account Changes:** Any change made to an account is not effective until the change has been entered into the Bank's account information system, even though all necessary documentation to effect the change has been executed and provided to the Bank. You agree to verify that the change is effective prior to acting or failing to act in reliance on the change and agree to hold the Bank harmless for any such reliance in the absence of verification.

**Agency Account:** An agency account is an account to which funds may be deposited and withdrawals made by an agent designated by the owner of the funds. An agent has full authority with regard to the

account but does not have an ownership interest in the account. An agency account is revocable at any time by notifying us in writing. An agency designation may be combined with one of the forms of account ownership. You agree to hold us harmless for accepting and/or honoring any request or act of the agent that is accepted or honored in good faith. Any individual acting with respect to such agency accounts must be designated in connection with such account in our records. If this individual is not so designated, it will be assumed by us that you have no agent appointed.

**Fiduciary Accounts:** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts and conservatorship accounts, and the accounts described herein, we reserve the right to require such documents and authorization as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter. Any individual acting with respect to such fiduciary accounts must be designated in connection with such account in our records. If this individual is not so designated, it will be assumed by us that you have no fiduciary appointed.

**Representative Payee Accounts:** A representative payee is an individual appointed by the Social Security Administration to receive Social Security benefits for someone who cannot manage or direct someone else to manage his or her money. A representative payee account is an account maintained by the representative payee on behalf of and for the benefit of such individual. The representative payee agrees that he or she will be personally liable to the Bank for any deficiency or amount owed in connection with such account. You agree and acknowledge that this liability to the Bank will subject accounts of the representative payee held in his or her individual capacity to the Bank's right of set-off contained herein.

**Power of Attorney:** The person executing a power of attorney will be referred to as the "principal" and the person acting for the principal as the "agent." If your agent does not present the original form, we may either accept it or refuse to honor the power of attorney, in either case, with no liability to you. We may refuse to comply with a power of attorney, even a power of attorney that has been previously presented to the Bank and honored for reasonable cause, or until we receive an affidavit from the agent stating that to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. An agent's power of attorney will cease to exist upon the principal's time of death, or otherwise as provided for by applicable law. You agree to indemnify and hold us harmless for accepting and/or honoring any power of attorney, or copy thereof, that we accept in good faith and believe valid and authorized by you. The agent under any power of attorney in connection with your account shall be subject to the terms and conditions of this Agreement.

**Totten Trust Accounts:** A totten trust account is an informal trust account, reflected on our records, but without a written trust Agreement, where the account is owned by the trustee. The beneficiaries have no right to any funds in the account during the trustee's lifetime. As the owner of the account, the trustee may withdraw money from the account and may, by written direction to us, change the beneficiary under the Agreement. When the trustee dies,

the account is owned by the named beneficiary or beneficiaries. If the totten trust account is held by more than one (1) trustee, the trustees will be subject to the rules pertaining to joint account ownership asset forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the account.

**Uniform Transfer to Minors:** If an account is established as having a custodian for a minor beneficiary under your state's version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by such act. The custodian will not be allowed to pledge the account as collateral for any loan to the custodian. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the account.

### CHECKING AND SAVINGS ACCOUNTS

If your account is an interest bearing account and is not a checking or time deposit account, the following terms apply. Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal. Although we usually pay withdrawals or checks without prior notice on the accounts, doing so does not mean that we relinquish this right.

**How We Calculate Interest on Interest-Bearing Checking and Savings Accounts:** If you have an interest-bearing checking or savings account, then please note the following. Your funds may earn a variable rate. Your interest rate and annual percentage yield (APY) may change daily and are adjusted periodically by the Bank based on various economic factors. At our discretion, we may change the interest rate for your account at any time without notice or limit. Interest is compounded and credited to your account monthly with the exception of the following accounts: premier money market interest will be calculated using the simple interest method, all passbook savings accounts will credit interest quarterly, and the holiday club account interest will be calculated using the simple interest method and will credit the interest annually. See the Schedule of Service Fees and Charges for other fees that may apply.

We use the daily-balance method to calculate the interest on your account. The daily rate is 1/365, or in a leap year we may use 1/366, of the interest rate. When you deposit a negotiable item (such as a check), interest begins to accrue on the negotiable item no later than the business day on which we receive credit for the negotiable item. You must maintain the account minimum balance requirements to obtain the disclosed annual percentage yield. Fees may reduce earnings. If the account is closed before interest is credited you will not receive the accrued interest.

Please note that some types of checking and savings accounts do not earn interest. The types of checking and savings accounts that do earn interest are described in the Account Products Table as interest-

bearing accounts. Accounts not designated in the Accounts Products Table as being interest bearing accounts do not earn interest.

You may obtain current rates by calling us at the number for Customer Service on your statement or by asking a representative while visiting a Metro Bank location.

**Balance Tiers:** A tier is a range of account balances. The rate we pay on some accounts depends on the tier into which the end-of-day ledger balance in the account falls. If you have one of these accounts, your balance earns the interest rate and APY in effect for the balance tier associated with your end-of-day balance. We may set interest rates for various tiers in any amount, including the same amount as any other tier. The interest rate for one tier may also be either higher or lower than the interest rate for a lower tier. We may change the tiers that apply to an account at any time without notice. Different tiers may apply to different types of accounts.

**Limitations:** You may make unlimited withdrawals and deposits, including unlimited check writing privileges to the following checking accounts. See the Schedule of Service Fees and Charges for other fees that may apply to these accounts.

### ACCOUNT PRODUCTS TABLE:

account Name	Min. to Open	Required Min. to Earn APY	Min. Daily Balance to Avoid Maintenance Fee	Monthly Maintenance Fee if Required Min. Not Met
Totally FREE Checking	\$0.00	non-interest bearing	\$0.00	\$0.00
Student Banking Checking	\$0.00	non-interest bearing	\$0.00	\$0.00
Interest Checking	\$0.00	\$1,000.00	\$1,000.00	\$12.00
FREE 50 Plus Checking	\$0.00	\$0.00	\$0.00	\$0.00
Premium Checking	\$0.00	\$5,000.00	\$5,000.00	\$25.00

\* Although there is no minimum balance to open an interest checking or premium account, the respective minimum daily balance for each account must be reached by the first full statement cycle in order to avoid a monthly maintenance fee.

## FREE 50 Plus Checking Account

**Additional Information:** At least one (1) owner on the account must be age 50 or older.

## Student Banking Checking Account

**Additional Information:** At least one (1) owner on the account must be under the age of 25. When the owner reaches the age of 25, this account will be converted to a totally FREE checking account.

## PRODUCT INFORMATION TABLE:

Account Name	Min. to Open	Required Min. to Earn APY	Min. Daily Balance to Avoid Maintenance Fee	Monthly Maintenance Fee if Required Min. Not Met
Money Market	\$0.00	\$1,000.00	\$1,000.00	\$10.00
Premier Money Market	\$0.00	\$1,000.00	\$25,000.00	\$12.00
Statement Savings	\$0.00	\$0.00	\$100.00	\$4.00
Passbook Savings	\$0.00	\$0.00	\$100.00	\$4.00
Premier Savings	\$0.00	\$0.00	\$25,000.00	\$12.00
Young Savers Passbook Savings	\$0.00	\$0.00	\$0.00	\$0.00
Young Savers Statement Savings	\$0.00	\$0.00	\$0.00	\$0.00
Escrow Personal Savings	\$0.00	\$0.00	\$100.00	\$4.00
Holiday Club	\$0.00	\$0.00	\$0.00	\$0.00

\* For any type of savings account that has a minimum daily balance but no minimum to open, the respective minimum daily balance for the account must be reached by the first full statement cycle in order to avoid a monthly maintenance fee.

## Young Savings Statement Savings and Passbook Savings Account:

**Additional Information:** There is no minimum balance required to open the account and no service charges when the owner on the account is under the age of 25. When the owner reaches the age of 25, this account will be converted to a statement savings account.

## Holiday Club Account:

**Additional Information:** Account fees and balance requirements: equal payments of any amount may be deducted weekly or biweekly from a checking, money market, or statement savings account with us. Payments may also be made with a coupon or regular savings deposit ticket. Funds are disbursed in early October. For accounts with payments deducted from an account with us, the funds will be disbursed automatically to the account or by check. For accounts paid by coupon or deposit ticket, a check will be issued. Automatic transfers continue unless the account is closed by the Customer. The account may be opened at any time during the year.

## Transfer and Withdrawal Limitations:

### Limits on Withdrawals and Transfers from Savings Accounts:

If your account is a savings or money market deposit account, federal law requires that an account holder may make no more than six (6) transfers and/or withdrawals during any one (1) statement cycle to another transaction account of your accounts with us or to a third party by means of pre-authorization or automatic transfer, or telephonic (including data transmission) Agreement, order or instruction. Any of the six (6) transfers may be made by check, (including online Bill Pay feature), draft, debit card or similar order made by you or payable to third parties including Point of Sale (POS) transactions. A "pre-authorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction, (including an order received through an automated clearing house (ACH), or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule. Transfers and withdrawals made in person, by messenger, by mail or at an ATM do not apply to the six (6) transfer limit and an unlimited number of such transactions can be made in any one (1) statement cycle. You agree that it is your responsibility to monitor your account for these limitations. Your account will be charged a fee in accordance with the Schedule of Fees and Charges when you have a seventh (7<sup>th</sup>) or subsequent violation. The third time the transfer limitations are exceeded during a twelve (12) month rolling calendar the following will occur: (i) consumer money market account types will change to an interest checking, (please refer to this product description for details); (ii) consumer savings accounts will convert to a non-interest bearing savings transaction account, (this will not affect your balance, fees, statements or use in any way but will affect your interest earnings), and all other account disclosures remain unchanged.

We count a transaction on the date that we post it to your savings or money market account. This date may be different from the date you authorize, transfer or write the transaction, which means a transaction made during one (1) statement cycle may not be counted until a later statement cycle.

## TIME DEPOSITS

When you open a time deposit account, you agree to leave your funds in the account until the maturity date of the account. We often refer to a time deposit account as a "CD" or a "Certificate of Deposit," even though we do not issue a "certificate." This disclosure applies to all CDs and IRAs unless specifically noted.



**Certificate of Deposits (CDs) and Individual Retirement Accounts (IRAs) are available:** Contact the Bank for current interest rates and annual percentage yields. The following types of IRAs are available: Traditional, Roth, and Educational IRAs.

**CD and IRA Terms:** Terms range from three (3) months to five (5) years.

**Jumbo CD Terms:** Terms range from thirty (30) days to two (2) years.

**Bump-Up Rate CD and Growth CD Terms:** Terms are two (2) years.

**Access CD Terms:** Terms range from three (3) years to five (5) years.

**Rate Information:** This is an interest bearing account. The interest rate is the annual rate of interest paid on the account which does not reflect compounding. The interest rate and annual percentage yield (APY) will not change the term of the account. Interest begins to accrue on the business day you deposit non-cash items (e.g. checks). All of our CDs and IRAs will compound interest daily and will credit interest to your account monthly and at maturity or be disbursed to you according to the interest disbursement option you select. The APY assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. This account will automatically renew. You will have ten (10) days after the maturity date to withdraw funds without penalty.

**Balance Information:** We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual of 365 (or 366 in a leap year) for each day in the year.

**Effect of Closing an Account:** If the account is closed before interest is calculated, you will not receive the accrued interest.

**Limitations:** You must deposit \$500.00 to open a CD and \$250.00 to open an IRA CD. Jumbo CDs require a minimum of \$100,000.00 to open. You may not make additional deposits into these accounts. You may not make withdrawals from these accounts until maturity.

**Early Withdrawal Penalty:** You agree to keep the funds on deposit until the maturity date. Any withdrawal of all or part of the funds from your account prior to maturity may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty as specified in the following will apply. If you have not earned enough interest the penalty will be deducted from your principal balance.

**Minimum Required Penalty:** If you withdraw funds within six (6) days after the date of deposit, the minimum required penalty is seven (7) days simple interest on the funds. If partial early withdrawal(s) are permitted, we are required to impose the minimum required penalty on amount(s) withdrawn within six (6) days after each partial withdrawal. The early withdrawal penalty may be more than the minimum required penalty. You may pay the early withdrawal penalty by forfeiting part of the accrued interest on the account. If your account has not earned enough interest, or if the interest has been paid, we will assess the difference against the principal amount.

For any CD opened **prior to March 24, 2014** or renewed **prior to April 23, 2014**, the below penalty plan applies:

CD Term (includes Jumbo CDs, Bump-up, Growth & Access CDs)	Penalty
Less than 3 Months	7 Days of Interest
3 months to 12 Months	90 Days of Interest
Greater than 12 Months	180 Days of Interest

For all CDs (excluding Jumbo) opened or renewed **on or after March 24, 2014** or with a **renewal date of April 23, 2014**, the below penalty plan applies or \$25.00 whichever is greater:

CD Term	Months	Penalty
3 Months	3-5	90 Days of Interest
6 Months	6-11	180 Days of Interest
12 Months	12-17	270 Days of Interest
18 Months	18-23	270 Days of Interest
24 Months	24-35	360 Days of Interest
36 Months	36-47	540 Days of Interest
48 Months	48-59	720 Days of Interest
60 Months	> 59	900 Days of Interest

For all Jumbo CDs opened or renewed **on or after March 24, 2014** or with a **renewal date of April 23, 2014**, the below penalty plan applies or \$25.00 whichever is greater:

CD Term	Penalty
30-89 Days	30 Days of Interest
90-179 Days	90 Days of Interest
180-364 Days	180 Days of Interest
365-729 Days (1 Year)	270 Days of Interest
730 Days (2 Year)	360 Days of Interest

Please note that the term of a CD is the specified period of time you agreed to leave your funds on deposit – not the time remaining until maturity of your CD.

We add to the early withdrawal penalty the amount of any cash bonuses we paid you when you opened or reinvested the account. If we are required to pay an amount from your CD (e.g. levy or garnishment), we may charge you an early withdrawal penalty, calculated on the amount we withdraw from the CD.

**Additional Early Withdrawal Penalty – IRAs:** Deposited funds will not be available for withdrawal for six (6) days after the deposit. Prior to withdrawing funds from an IRA, please consult with a tax professional to determine if there will be any tax implications or penalties associated with an early withdrawal.

**Exceptions:** You may be permitted to withdraw money from your IRA account before the maturity date without an early penalty. Such circumstances include, but are not limited to: (i) when one or more

of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (ii) when the account is an IRA established in accordance with 26 USC 408 and the money is paid within seven (7) days after the account is opened; if you forfeit at least the interest earned on the withdrawn funds; or (iii) if the account is an IRA established pursuant to 26 USC 408, when you reach age 59 ½ or become disabled; or (iv) within an application of grace period (if any). You should consult with a tax professional to confirm your eligibility for any such early withdrawal penalty exceptions.

**Automatic Renewal Policy:** This account will automatically renew whether or not we provide you with notice of such maturity and renewal. The principal amount and all paid earned interest that has not been withdrawn will automatically renew on each maturity date for an identical period of time as the original deposit term. Interest on renewed accounts will be calculated at the interest rate then in effect for time deposits of that deposit amount and term. If you wish to withdraw funds from your account, you must notify us during the grace period after the maturity date. You will have ten (10) days after the maturity date to withdraw funds without penalty.

**Surrender of Instrument:** Certificates of deposits opened prior to June 14, 2009 were issued a Certificate Agreement. We will require you to endorse and surrender the Certificate of Deposit Agreement to us when you withdraw funds, transfer or close your account. If you lose the Certificate Agreement, you agree to sign an affidavit of lost instrument, or other Agreement we may require, and agree to hold us harmless from liability, prior to our honoring your withdrawal or request.

**Grace Period:** The grace period begins on the first day after the maturity date. All certificates have a ten (10) day grace period during which the Customer may renew or redeem their CD without penalty except for the twenty (20) day CD, which only has a seven (7) day grace period. You may make a deposit or withdrawal, or change the length of the term, once during the grace period and, if you take one of these actions, the grace period ends on that day. If the last day of the grace period is a non-business day (a weekend, federal holiday or bank holiday), then the grace period ends on the last business day before that non-business day. We may pay interest during the grace period based on the rate we offer on the first day of the new term for the type of CD, amount, and term of the deposit.

**Bump-Up Rate CD Account Information (when offered):**

**Balance Information:** You must deposit \$500.00 to open a Bump-Up Rate CD.

**Limitations:** You may not make any deposits into or withdrawals from your account until the maturity date. This product is not eligible as an IRA.

**Time Account Information:** The term of your account will be for the renewal term listed on your bump-up rate CD. When exercising the bump-up option, the term must be the same as the term of your original bump-up rate CD. This account will automatically renew into a two (2) year bump-up rate CD at the current interest rate in effect at the time of maturity. If you wish to withdraw funds from your account, you must notify us during the grace period after the maturity date. You will have ten (10) days after the maturity date to withdraw funds without penalty. If you

withdraw any of the principal before the maturity date, we may impose a penalty.

**Rate Information:** The interest rate and annual percentage yield (APY) may be changed once (and only once) during the initial term of the bump-up rate CD. The funds must be on deposit for a minimum of six (6) months before the bump-up option may be exercised. Upon your request, we will adjust the interest rate and the APY then in effect for fixed rate certificates of deposits for the two (2) year term, not to exceed .50%, whichever is lower.

**Growth CD Account Information:**

**Balance Information:** You must deposit \$25,000.00 to open a growth CD.

**Limitations:** You may not make additional deposits for six (6) months. Deposits are limited to twice during the term of the certificate and total deposits may not exceed 20% of the original deposit amount. Funds must be on deposit for seven (7) days before it can be withdrawn and withdrawn funds may be subject to an early withdrawal penalty. This product is not eligible as an IRA.

**Time Account Information:** This account will automatically renew into a two (2) year growth CD at the current interest rate in effect at the time of maturity. If you wish to withdraw funds from your account, you must notify us during the grace period after the maturity date. You will have ten (10) days after the maturity date to withdraw funds without penalty. If you withdraw any of the principal before the maturity date, we may impose a penalty.

**Access CD Information:**

**Balance Information:** You must deposit \$25,000.00 to open an access CD. If you fail to maintain the minimum balance requirements, your certificate will be closed.

**Limitations:** You may not make additional deposits to this account. Withdrawals are permitted, but no more than one (1) withdrawal per month. Total annual withdrawals from the account may not exceed the percentages below:

CD Term	Maximum Withdrawal Limit
3 Year Access CD	15% of Original Deposit
4 Year Access CD	12% of Original Deposit
5 Year Access CD	10% of Original Deposit

This product is not eligible as an IRA.

**Time Account Information:** This account will automatically renew into an Access CD for the same term and at the current interest rate in effect at the time of maturity. If you wish to withdraw funds from your account, you must notify us during the grace period after the maturity date. You will have ten (10) days after the maturity date to withdraw funds without penalty. If you withdraw any of the principal before the maturity date, we may impose a penalty.

**Add-On IRA Account Information:**

The Add-On IRA is not a certificate of deposit defined by a term.

**Balance Information:** You must deposit \$100.00 to open the account.

**Limitations:** Additional deposits may be made at any time for a minimum of \$25.00. You may make partial withdrawals or close the account at any time without bank penalty.

**Rate Information:** At our discretion, we may change the interest rate at any time.

## DEPOSITED FUNDS AVAILABILITY

**Your Ability to Withdraw Funds:** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the effective date of the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal holidays. If you make a deposit before 6:00 PM ET on a business day, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 PM ET or on a non-business day, we will consider that the deposit was made on the next business day.

**Longer Delays May Apply:** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day.

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

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

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of computer or communications equipment.

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

**Special Rules for New Accounts:** If you are a new Customer, the following special rules will apply during the first thirty (30) days your

account is open.

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

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

**Deposits at Automatic Teller Machines:** If permitted by the ATM owner, funds from any deposits (cash or checks), made at automatic teller machines (ATMs) we do not own or operate, will not be available until the fifth business day after the day of your deposit. Funds from any deposits (cash or checks) made at any ATMs owned or operated by us will generally be available the first business day after your deposit. All ATMs that we own and operate are identified as our machines.

**Deposits of non-U.S. Items:** The Bank may refuse to accept for deposit or collection an item that is payable in currency other than U.S. dollars or an item that is not drawn on a financial institution chartered in the U.S. (each, a non-U.S. item). If the Bank accepts a non-U.S. item for deposit or collection, you accept all risk associated with the foreign currency fluctuation (exchange rate risk) and with any late return of the non-U.S. item. You agree that the Bank may use the Bank's current buying and selling rate, as applicable when processing a non-U.S. item and may recover from your account any loss the Bank incurs as a result of processing such an item for you. The Bank reserves the right to place longer holds on non-U.S. Items than the timeframes specified in the Bank's funds availability policy for deposited Items.

## INFORMATION ABOUT FEES AND CHARGING YOUR ACCOUNT FEES

You agree to pay for our services in accordance with the fees that apply to your account and your deposit relationship with us.

**Account Fees:** Your account is subject to the fees described in the Schedule of Service Fees and Charges that applies to your account. The schedule that applies to your account is part of the binding contract between you and us.

**How We Set Fees:** We set our fees based on many factors, including the value we offer, our competitive position, deterrence of misuse of an account by our Customers, consideration of profit and the safety and soundness of the Bank.

**Charging an Account:** We may make these deductions at any time without prior notice to you or request from you. If there are not enough funds in your account to cover the amounts you owe us, we may overdraw your account, without being liable to you. You agree to pay immediately all fees, overdrafts and other amounts you owe us.

We may use deposits you or others make to your account (including deposits of payroll and government benefits) to pay fees, overdrafts and other amounts you owe us. Payments and other reductions of amounts owed will be applied first to that portion of outstanding fees attributable to charges for accrued and unpaid interest and previously assessed finance charges, then to other fees and charges.

Some government payments (such as Social Security, Supplemental Security Income, Veterans and other federal or state benefits) may be protected from attachment, levy, garnishment or other legal process under federal or state law. If such protections would otherwise apply to deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may use these funds to pay fees, overdrafts and other amounts you owe us under this Agreement.

## **ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES**

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at the financial institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers.

### **ACH**

If you are a party to an Automated Clearing House (ACH) entry, you agree that your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of your state and you further agree to be bound by the rules and regulations of the National Automated Clearing House Association (NACHA) Operating Rules and Guidelines, Rules of any local ACH, and the rules of any other system through which the entry is made.

These rules provide, among other things that payments made to you, are provisional until final settlement is made through a Federal Reserve bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

#### **Types of ACH Transactions are but not limited to:**

**Accounts Receivable Conversion (ARC):** Debit entries where consumer checks are converted to an ACH entry by an originator. The consumer is notified in advance that his/her check will be converted.

**Back Office Conversion (BOC):** Converted checks received by merchant at the point-of-purchase or at manned bill payment locations and processed during back office operations.

**International ACH Transaction (IAT):** Transaction involving a financial agency's office that is not located in the territorial jurisdiction of the United States.

**Internet Initiated/Authorized Entry (WEB):** Entry submitted pursuant to an authorization obtained solely via the internet or wireless network.

**Point-of-Purchase (POP):** One time electronic debit entries that merchants and service providers originate to consumer accounts to facilitate in-store purchases or goods and services. Your check is used

as a source of information for the check number, account number, and the routing number. The check itself is not the method of payment. The merchant then voids the check and may return it to the customer.

**Re-Presented Check (RCK):** Debit entries used by merchants and their third party service providers to re-present certain NSF checks.

**Telephone Initiated/Authorized Entry (TEL):** Single or recurring entry submitted pursuant to an oral authorization obtained solely via telephone.

### **WIRE TRANSFER**

This Agreement is subject to Article 4A of the Uniform Commercial Code as adopted by the Commonwealth of Pennsylvania. If you send or receive a wire transfer, you agree that Fedwire may be used. Federal Reserve Board Regulation J is the regulation that covers transactions made over Fedwire. When you originate a wire transfer and you identify the beneficiary's financial institution, an intermediary bank, or beneficiary by name and number, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

You agree to issue wire transfers in accordance with security procedures established by us and you agree that if you issue the wire transfer request after reviewing the security procedure, you agree that the security procedures are commercially reasonable and are not intended to detect errors in the wire transfer. You expressly agree to be bound by any wire transfer request, amendment and cancellations issued in your name and accepted by us in compliance with the security procedure, whether the wire transfer request, amendment or cancellation is or is not authorized. We only receive wire transfer requests on our wire transfer business days. We have a cutoff time on a wire transfer day for the receipt, processing and transmittal of wire transfers. A wire transfer request received by the Metro Bank Wire Transfer Department after the wire transfer cutoff time on a wire transfer business day will be treated as received on our next wire transfer Day. You agree to issue wire transfer requests to us in a timely manner sufficient to allow us to ensure that payment is made to the beneficiary on the payment date. You agree to call us to determine current wire transfer cutoff times and business days. We may change our wire transfer cutoff time and business days.

You authorize us to select intermediary bank(s) to complete a payment order even if the payment order specifies another intermediary bank. If we use an intermediary bank(s), you hereby designate that bank an intermediary bank. We are not responsible for the actions or inactions of the beneficiary bank or any intermediary bank (even if selected by us). You instruct each intermediary bank, receiving bank and beneficiary bank to deduct its wire transfer fees from the amount of the wire transfer. You agree that we have no obligation to accept (execute) any wire transfer request and we may reject any a wire transfer request for any reason without notice to you. We will not be liable to you for damages or interest for failing or refusing to honor a wire transfer request even if you have paid us for, or you have a withdrawable credit balance for, the amount of the wire transfer. If we execute a wire transfer request, you agree that we may deduct the amount of the wire transfer and our fees from your account.

You agree that we have no obligation to act on a request by you to cancel or amend a wire transfer request issued by you but may do so

at our option. If we accept a cancellation or an amendment of a wire transfer request issued by you, you must issue the amendment or cancellation in accordance with our security procedure. Cancellations of or amendments to wire transfer requests, if accepted, must be received by us before the cutoff time we establish. To be effective, an amendment or cancellation of a wire transfer request must be received at a time and in a manner to give us a reasonable opportunity to act on it before we accept (execute) your original wire transfer request. If we accept a cancellation or amendment of a wire transfer request, you hereby agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, experienced by us as the result of our acceptance of the cancellation or amendment.

You agree that we are not required to notify you of any incoming wire transfer or other electronic transfer of funds in the account. If we credit your account with the amount of an incoming wire transfer and you make an inquiry on your account and determine that you have received credit, such inquiry does not constitute notice of receipt of the incoming wire from us. You agree that any notice of such a transfer that we may give you shall not impose any duty on us to notify you of any other such transfer.

Incoming wire transfers are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive credit to an account you have with us by wire we are not required to give you any notice of the payment order or credit.

You acknowledge and agree that we are not liable for (and you release us from) any and all loss, liability, and/or damage caused by, arising out of, or resulting from: (i) any inaccuracy, act, or failure to act on the part of any person who is not our employee; (ii) your negligence or misconduct by you or any person that you have authorized to make a wire transfer request; (iii) any error you make in any information you provide us including, but not limited to, the date, name, account or other number; (iv) your issuance of a duplicate wire transfer request; (v) any act or omission of intermediary bank(s) or beneficiary bank; (vi) our acting or relying on instruction(s) from person(s) who purport to be you or your authorized representative and who follow the security procedures; (vii) any ambiguity in an instruction or directive given to us; (viii) any errors, failures, or delays in the transmissions of wire transfer requests due to any third party processor, the inoperability of communication facilities, or circumstances beyond our control, including, but not limited to, wire services availability, weather, act of God, fire, power failure, electrical or computer or Internet failure or interruption, civil disturbance, etc. You also agree that we shall not be liable to you or any other person or entity for compensatory, indirect, consequential, special, incidental, or punitive damages.

In addition to other indemnity obligations in this Agreement, you agree to indemnify and hold us, our employees, agents, officers and directors harmless for liability, claims, losses, damages, costs, attorneys' fees and expenses arising out of or related to: (i) the completion of a wire transfer request you issue that contains errors or is a duplicate payment order; (ii) your breach of this Agreement; and/or (iii) your action or failure to act in connection with this Agreement.

## **Electronic Funds Transfers:**

**Consumer Liability:** Tell us at once if you believe that an electronic funds transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit).

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

**In Case of Errors or Questions About Your Electronic Transfers:** Telephone us at 1-888-937-0004, email us at [www.mymetrobank.com](http://www.mymetrobank.com), visit one of our Metro Bank locations, or write to us at Metro Bank, Attn: ACH Department, 3801 Paxton Street, Harrisburg, PA 17111-0999 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about the transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or questions. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not provisionally credit your account.

For errors involving new accounts, we may take up to ninety (90) days to investigate your complaint or questions. For new accounts, we may take up to twenty (20) business days to provisionally credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Contact in the Event of an Unauthorized Transfer:** If you believe a transfer has been made using the information from your check without your permission, telephone us at 1-888-937-0004, email us at [www.mymetrobank.com](http://www.mymetrobank.com), visit one of our Metro Bank locations, or write to us at Metro Bank, Attn: ACH Department, 3801 Paxton Street, Harrisburg, PA 17111-0999.

**Types of Pre-Authorized Transfers:** You may arrange for us to complete the following pre-authorized transfers to or from your

deposit accounts: accept direct deposits from your employer, U.S. Treasury Department or other financial institutions to your checking or savings account; pay certain recurring bills from your checking or savings account. These transactions will be accepted only by the owners of the account. Transactions for business purposes are not permitted to be deposited into a personal account.

**Fees and Charges:** We do not charge for any pre-authorized EFTs. See the Schedule of Service Fees and Charges for fees that apply to each stop payment order for pre-authorized transfers.

**Confidentiality:** We will disclose information to third parties about your account or the transfer you make: where it is necessary for completing the transfer; or in order to verify existence and condition of your account for a third party, such as a credit bureau or merchant; or in order to comply with a government agency or court orders; or, if you give us your written permission.

**Electronic Check Conversion:** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

**Preauthorized Credit:** If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you may call us at 1-888-937-0004 to find out whether or not the deposit has been made.

**Periodic Statements:** You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

#### **Pre-Authorized Electronic Fund Transfers:**

**Stop Payment Rights:** If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments by telephoning us at 1-888-937-0004, emailing us at [www.mymetrobank.com](http://www.mymetrobank.com), visiting one of our Metro Bank locations, or by writing to us at Metro Bank, Attn: Transactions and Reconciliation Services Department, 3801 Paxton Street, Harrisburg, PA 17111-0999. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. If we do not receive your written request in the allotted timeframe, the stop payment will expire fourteen (14) days after the initial request. See the Schedule of Service Fees and Charges for fees that apply to stop payment orders.

**Prearranged Payment and Deposit (PPD), International ACH Transaction (IAT), and Recurring Internet-Initiated (WEB) Entries:** Three (3) business days advance notice prior to the expected transfer date of the debit entry is required to implement the stop payment request order. If the stop payment request order is received within three (3) business days of the expected transfer date, Metro Bank will attempt to satisfy the request of the account holder, but will not be liable if sufficient time was not provided.

**Account Receivable (ARC), Telephone Initiated (TEL), Re-presented Check (RCK), Point-of-Purchase (POP), and Back Office Conversion (BOC) Entries:** The stop payment request order must be provided to Metro Bank at such time and in such a manner as to allow reasonable time to act upon the request prior to acting on the debit entry.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our Agreement with you.

**Notice of Varying Amounts:** If these regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be (you may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

**Liability for Failure to Stop Payment of Pre-Authorized Transfers:** If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Revoke Authorization or Unauthorized Transaction:** If you deemed that an ACH transaction posted to your account erroneously, you may complete the Written Statement of Unauthorized Debit (WSUD) within sixty (60) calendar days from the settlement date of the original entry.

If you revoke authorization, you have stated that the authorization for the debit entry was revoked directly with the Originator under the terms and conditions set forth in the authorization Agreement and that the Originator may upon request, request the Originating Depository Financial Institution (ODFI) to obtain a copy of the Written Statement of Unauthorized Debit from the Receiving Depository Financial Institution (RDFI).

The debit entry is unauthorized when the authorization requirements have not been followed in accordance with the rules or invalid under applicable legal requirements; or a transaction was initiated in an amount different than that authorized by you; or a transaction was initiated for settlement earlier than authorized by you.

Upon receipt of the Written Statement of Unauthorized Debit we will act upon the request within the timeframe allotted by NACHA Operating Rules and Guidelines and Regulation E.

#### **VISA POINT OF SALE DEBIT AND ATM/PIN CARDS:**

**Brief Description:** Metro Bank's Debit and ATM/PIN card combines the convenience of Automated Teller Machine (ATM) Banking with the ability to pay for purchases directly from your checking account at any business displaying the Visa logo. Visa is a registered trademark of Visa International.

**Account Requirement, Payment Responsibility, Transferability, and Enforceability:** If any term of this Card Disclosure cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Card Disclosure becomes unenforceable, it will not make any other part unenforceable.

**Balance Requirements to Obtain a Card:** You must have a minimum account balance of \$25.00 to obtain a card. Metro Bank reserves the right whether or not to issue a card.

**Limitations on Amount:** You may withdraw up to a maximum of \$500.00 per day. You may purchase up to a maximum of \$2,000.00 per day at any location that accepts Visa. This \$2,000.00 maximum limit also includes cash advances conducted at any location that accepts Visa. These limits are subject to sufficient funds in your account and may be temporarily adjusted in certain circumstances.

**International Service Assessment Fee:** International service assessment fee is a "pass through fee" charged by Visa for transactions through an international processor at a rate of .8% to 1.0% of the cash transaction and/or debit purchase amount.

**ATM Surcharges:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used to complete the transaction (and you may be charged a fee for a balance inquiry). See the Schedule of Service Fees and Charges for a complete listing of ATM transaction fees.

**Inactive Card:** If your card is inactive for one year, the card will be closed.

#### **Visa Point of Sale Debit:**

Unless you specify a different account during ATM transactions, your primary account will be used for your transactions.

You may use the card and PIN issued to you to initiate transactions at Metro Bank ATMs, ATMs within the Visa/Plus and NYCE networks and other networks as we may designate. At present, you may use your card to perform the following services (some of these services may not be available at all ATMs): (i) deposit funds to your checking, money market or savings account; (ii) withdraw cash from your checking, money market or savings account; (iii) transfer funds between your checking, money market or savings account; (iv) obtain balance information on your deposit accounts; (v) make purchases at any location that accepts Visa; (vi) print mini-statements; and (vii) purchase stamps from your primary checking account.

You may access your checking account with your card to purchase goods, pay for services, receive cash back from a merchant, if the merchant permits, and perform cash advances from participating financial institutions. These transactions may occur with the card being present or not present.

All withdrawals, cash advances, POS transactions, and other debit transactions processed electronically are subject to the availability of funds in your account. Each time that you make a card withdrawal the merchant attempts to obtain an authorization. If your available balance is sufficient we will place a hold on your account and reduce your available balance by the amount of the card withdrawal. The current balance in your account maintained with the Bank is not reduced by the amount of the card withdrawal until the withdrawal is presented to and paid by the Bank. The balance available at the ATM is also reduced by the amount of the card withdrawal. If you make a PIN based card transaction, we will reduce the available balance by the amount of the transaction for that business day. If you make a non-PIN based card transaction, we will place a hold and reduce the available balance by the amount of the transaction until the card withdrawal is presented to us for payment and is paid. If the card

withdrawal is not presented within three (3) business days, we will release the hold and the available balance will be increased by the amount of the card withdrawal.

Whether you make a PIN based or a non-PIN based card withdrawal, the balance in your account available for the payment of checks and debits will be reduced by the amount of the card withdrawal until the card transaction is presented to us for payment. This means that if you make an inquiry on the available balance of your account through any method, the available balance will reflect the amount of the card withdrawal until the card transaction is presented to and paid by us.

We reserve the right, but are not obligated, to reject any Internet gaming, gambling, lottery or similar transaction. Without limiting the foregoing, we reserve the right, but are not obligated, to reject any transaction we reasonably believe to be unlawful or attempted in connection with any transaction we reasonably believe to be unlawful. If any such transaction is not rejected, we are authorized to debit your account. We will not be liable if you engage in any illegal transaction.

#### **Bank-by-Phone:**

**Bank-by-Phone Services:** You may access your deposit and loan accounts by using an Access Number and a PIN assigned to you in our Bank-by-Phone system. At the present time you may use the system to: transfer funds between your deposit accounts; obtain tax information on interest earned or paid on your Accounts; obtain information on your deposit and loan accounts; transfer funds from your Home Equity Line of Credit to your deposit accounts; transfer funds from your deposit accounts to make loan payments.

**Fees and Charges for Bank-by-Phone Transactions:** We do not charge for any Bank-by-Phone transactions.

#### **Documentation:**

**Periodic Statement:** You will get a monthly account statement unless there are no transfers in a particular month. In any case you will get the statement at least quarterly.

**Terminal receipt:** You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or purchase at a POS terminal.

#### **Liability:**

##### **Liability for Unauthorized Visa Debit Card Transactions:**

Tell us at once if you believe your card or code has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your card. We may require you to provide a written statement regarding your claims of unauthorized Visa debit card transactions. Your liability for unauthorized used of your card with the Visa logo when it is used for non-PIN transactions is zero (\$0.00) dollars. The same liability limits shall apply to PIN transactions, however, they do not apply to ATM transactions. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft limit line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission.

If you do NOT tell us within two (2) business days after you learn of

the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00.

Also, for all card transactions, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get any money back you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Contact in the Event of Unauthorized Transfer:** If you believe your card or code has been lost or stolen, telephone us at 1-888-937-0004, email us at [www.mymetrobank.com](http://www.mymetrobank.com), visit one of our Metro Bank locations, or write to us at Metro Bank, Attn: EB Fraud Department, 3801 Paxton Street, Harrisburg, PA 17111-0999.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your card without your permission.

**In Case of Errors or Questions about Your Visa Point of Sale or ATM/PIN Cards:** Telephone us at 1-888-937-0004, email us at [www.mymetrobank.com](http://www.mymetrobank.com), visit one of our Metro Bank locations, or write to us at Metro Bank, Attn: EB Fraud Department, 3801 Paxton Street, Harrisburg, PA 17111-0999, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

Tell us your name and account number (if any); describe the error or the transfer you are unsure about; explain as clearly as you can why you believe it is an error or why you need more information; tell us the dollar amount of the suspected error. An error is defined as one of the following:

- An unauthorized electronic fund transfer,
- An incorrect electronic fund transfer to or from the consumer's account,
- The omission of an electronic fund transfer from a periodic statement,
- A computational or bookkeeping error made by the financial institution relating to an electronic fund transfer,
- The consumer's receipt of an incorrect amount of money from an electronic terminal,
- An electronic fund transfer not identified in accordance with §1005.9 or §1005.10(a) of Regulation E,
- The consumer's request for documentation required by §§1005.9 or §1005.10(a) of Regulation E or for additional information or clarification concerning an electronic fund transfer, including a request the consumer makes to determine whether an error exists under paragraphs (a)(1)(i) through (vi) of §1005.11.

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

We will determine whether an error occurred within ten (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 forty five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (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 ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Any dispute between yourself and the merchant that is not defined as an error above will be considered a merchant dispute. Metro Bank may, in accordance with Visa International Operating Regulations, file a dispute claim on your behalf in an attempt to recover funds. These disputes will not receive provisional credit and may take up to sixty (60) business days to be resolved. These disputes must be reported to Metro Bank no further than one-hundred twenty (120) days from the date the transaction took place.

**Confidentiality:** We will disclose information to third parties about your account or the transfers you make: where it is necessary for completing transfer; or in order to verify the existence and condition of your account for a third party, such as credit bureau or merchant; or in order to comply with government agency court orders; or if you give us written permission.

You agree not to disclose or otherwise make your ATM PIN, POS PIN or Bank-by-Phone PIN available to anyone not authorized to sign on your account.

**Notices:** All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

**Enforcement:** In the event either party brings a legal action to enforce this card disclosure or collect amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorney fees and costs, including fees on any appeal, subject to any limits under applicable law.

**Termination of Card and Bank-by-Phone Services:** You agree that we may terminate this card disclosure and your use of the card or Bank-by-Phone services, if: you or any authorized user of your card or PIN or Bank-by-Phone PIN breach this or any other Agreement with



us; we have reason to believe that there has been an unauthorized use of your card or PIN or Bank-by-Phone PIN; we notify you or any other party to your account that we have canceled or will cancel this Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice.

Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

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

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

## DISPUTE RESOLUTION

**DISPUTE RESOLUTION:** You agree that if you file any lawsuit or other legal proceeding against the Bank that is connected in any way whatsoever to your account or the service contemplated under this Agreement, you will only do so in the state and federal courts located in Dauphin County, Pennsylvania. In addition, if the Bank files any lawsuit or legal proceeding that is connected in any way whatsoever to your account or the service contemplated under this Agreement, you consent to the exclusive jurisdiction of the state and federal courts located in Dauphin County, Pennsylvania in such lawsuit or legal proceeding.

## SCHEDULE OF SERVICE FEES AND CHARGES

### CASH ALTERNATIVES

<b>Money Order</b> .....	\$5 each
<i>No charge for Customers with a 50 Plus Checking Account</i>	
<b>Cashier's Check</b> .....	\$10 each
<i>No charge for Customers with a 50 Plus Checking Account</i>	
<b>Metro Bank Visa® Gift Card</b> .....	\$1.50 per card

### DEBIT CARDS AND ATM TRANSACTIONS

#### Metro Bank Visa® Debit and ATM Card

Metro Bank Visa Debit/ATM Card .....	No charge
Debit/ATM Card Replacement.....	\$7.50 each
<i>Cards will be reissued at no cost upon card expiration</i>	

#### Metro Bank ATM Transaction Fees

##### At Metro Bank ATMs

Transactions.....	No charge
Mini-Statement .....	\$2 each

##### At non-Metro Bank ATMs

Withdrawals (over 4 per cycle).....	\$2 each
Balance Inquiry (over 4 per cycle).....	\$1 each

### OVERDRAFT SERVICES

<b>Overdraft Transfer Fee (ODP)</b> .....	\$5 each
<b>Continuous Overdrawn Account Fee*</b> .....	\$1 per day
<i>Fees incurred beginning 6<sup>th</sup> day account is overdrawn</i>	
<b>Paid Items (Check or ACH)</b> .....	\$37 per item
<i>Including Non-Sufficient Funds/Overdraft Fees, Unavailable and Uncollected Fund Fees</i>	
<b>Returned Items (Check or ACH)</b> .....	\$37 per item
<i>Including Non-Sufficient Funds/Overdraft Fees, Unavailable and Uncollected Fund Fees</i>	

### SAFE DEPOSIT BOX

<b>Annual Rental Fee</b> .....	Pricing varies
<i>Customers with a 50 Plus Checking Account receive a free 3x5 safe deposit box for the first year or credit towards a larger box</i>	
<b>Automatic Deduction of Rental Fee</b> .....	\$5 discount
<i>Applied when annual rental fee is automatically deducted from your checking or savings account</i>	
<b>Late Payment Fee</b> .....	\$10
<i>Fee if payment is 30 days past due</i>	
<b>Replacement Keys</b> .....	\$25 each
<b>Safe Deposit Lock Replacement</b> .....	\$185 each

(Continued on next page)

## STATEMENT OPTIONS

<b>eStatement</b> (includes Check Images).....	No charge
<b>Monthly Statement without Check Images*</b> .....	No charge
<i>Applies to paper statements</i>	
<b>Monthly Statement with Check Images*</b> .....	\$3 each
<i>Applies to paper statements</i>	
<b>Interim (Snapshot) Statement</b> .....	\$2.50 each
<b>Statement Copy Request</b> .....	\$5 each
<b>Check Copies</b> .....	\$1 each

## WIRE TRANSFERS

### Domestic Wires

Incoming.....	\$15 each
Outgoing.....	\$25 each

### International Wires

Incoming.....	\$15 each
Outgoing.....	\$40 each

## OTHER ACCOUNT FEES AND CHARGES

<b>Account Reopening Fee*</b> .....	\$25 per account
<i>Reopening an account within 6 months of closure</i>	
<b>Account Research</b> .....	\$25 per hour
<b>ACH Revocation/Stop Payment</b> .....	\$30 each
<b>Bond Coupon Envelope</b> .....	\$10 each
<b>Closing Account (Mail/Telephone Requests)</b> .....	\$20 per account
<b>Collection Items</b>	
Domestic .....	\$20 per item
Canadian .....	\$20 per item
Foreign* .....	\$100 per item
<b>Counter Checks</b> .....	\$1 each
<b>Dormant Account</b>	
Checking/Money Market .....	\$12 per month
Savings Account .....	\$12 per month
<b>Excessive Withdrawal Fee (over 6 per cycle)*</b>	
<i>Refer to Deposit Disclosures booklet for limitations</i>	
Savings/Money Market.....	\$10 each
<b>Notary Service</b> .....	No charge
<b>Return of Deposited or Cashed Item</b> .....	\$15 per item
<b>Return Mail Fee (Statements &amp; Notices)*</b> .....	\$5 per account
<i>One-time fee assessed per account</i>	
<b>Stop Payment Order</b> .....	\$30 each
<b>Telephone Funds Transfer*</b> .....	\$5 each
<i>Defined as transfer conducted using Customer Service Representative's assistance</i>	
<b>Writ/Levy Process Charge</b> .....	\$130 per account

\* New Fees and Charges Effective as of May 7, 2014.

## Notes: